

SPECIAL, 12/22/2014 10:00:00 AM

BE IT REMEMBERED that on December 22, 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
(ABSENT)

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
December 22, 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
December 22, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:00 AM**, on the **22nd** day of **December 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:

Please note Commissioners Court will start @ 10:00 a.m.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Consider and approve, execute, receive and file contract for (IFB 14-022/KJS), Term Contract for Lease of Hangar # 5 at Jack Brooks Regional Airport with KUSA Aviation, LLC.
SEE ATTACHED PAGES 139 -147

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

2. Reject all bids for (IFB 14-049/KJS), Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV.

SEE ATTACHMENTS ON PAGES 12 - 12

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve, execute, receive and file Change Order No. 2 for (IFB 14-018/KJS), Jefferson County New Health Clinic – (TDRA – Round I Disaster Project Now Funded by GLO) with N & T Construction for an increase of \$9,838.22 for addition of 100 Linear Feet of 6” waterline due to relocation requirements of the 6” water meter by the City of Port Arthur, bringing the contract total up to 1,986,898.79. This change order will not change the days of completion.

SEE ATTACHMENTS ON PAGES 13 - 17

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
December 22, 2014

4. Consider and possibly approve, execute, receive and file Teletrac Subscriber Agreement for GPS Software Service and Jefferson County Constable Precinct # 1 for a total purchase price of \$1,316.00 with a monthly subscription charge of \$140.00.

SEE ATTACHMENTS ON PAGES 18 - 20

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

5. Consider and approve Amended Lease Purchase Agreement (11-011/KJS) with DeLage Landen Public Finance LLC in accordance with TX Buy Board Contract # 379-11 for upgrade or replacement equipment for the following departments: Criminal Court, County Clerk, Environmental Control, Constable Precinct # 1, Constable Precinct # 8, Sheriff Training and Health & Welfare 1.

SEE ATTACHMENTS ON PAGES 21 - 21

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

6. Consider and possibly approve transfer of a 2005 Toyota Prius/VIN: JTDKB22U353085372 from the District Attorney to the Service Center Motor Poole and a 2008 Ford Crown Vic/VIN: 2FAFP71V48X158496 from Constable Precinct # 7 to the District Attorney.

SEE ATTACHMENTS ON PAGES 22 - 23

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

CONSTABLE PRECINCT 6:

7. Consider and possibly approve the hiring of Furtis Doffoney, Jr. as a Deputy Constable with Constable, Pct. 6 in accordance with Local Government Code (LGC) 86.011.

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY AUDITOR:

8. Consider and approve FY 2014 year end budget amendment transfers out for additional funding for capital projects and internal service funds (see attached schedule).

SEE ATTACHMENTS ON PAGES 24 - 26

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

9. Consider and approve FY 2015 budget transfer - Constable, Precinct 1 - purchase of Teletrac subscription service.

120-3065-425-5077	CONTRACTUAL SERVICE	\$2,716.00	
120-3065-425-3084	MINOR EQUIPMENT		\$1,400.00
120-3065-425-1005	EXTRA HELP		\$1,316.00

SEE ATTACHMENTS ON PAGES 27 - 29

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
December 22, 2014*

10. Receive and file order for re-appointment of Patrick Swain as County Auditor for a two-year term beginning January 1, 2015 through December 31, 2016.

SEE ATTACHMENTS ON PAGES 30 - 35

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

11. Regular County Bills - check #401914 through check #402195.

SEE ATTACHMENTS ON PAGES 36 - 46

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

COUNTY COMMISSIONERS:

12. Consider, possibly approve and authorize the County Judge to execute a Master Agreement and Warranty, Support and License Agreement between Jefferson County and HartCivic, Inc. for purchase of the Hart Voting System.

SEE ATTACHMENTS ON PAGES 47 - 89

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

13. Consider and possibly approve an Order for the reappointments of Doug Harvill – and Mike Douget Commissioner Eddie Arnold appointments as Commissioners of Jefferson County Emergency Services District No. 3. (Places 1 and 3 to each serve 2 year terms)

SEE ATTACHMENTS ON PAGES 90 - 93

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

Notice of Meeting and Agenda and Minutes
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14. Consider and possibly approve an Order for the reappointments of Charlie Reneau- Judge Jeff Branick appointment and Sandra Melton- Commissioner Brent Weaver's appointment as Commissioners of Jefferson County Emergency Services District No. 4. (Places 2 and 4 to each serve 2 year terms)

SEE ATTACHMENTS ON PAGES 94 - 97

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

15. Consider, possibly approve and authorized the County Judge to execute and Amended Operations and Management Agreement between Jefferson County and FMMS Holdings of Texas, LLC for the operation of the morgue.

SEE ATTACHMENTS ON PAGES 98 - 106

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

16. Receive and file executed GLO Contract 13-242-000-7440, CEPRA No. 1530, Amendment No. 1. (Texas Coastal Management Program).

SEE ATTACHMENTS ON PAGES 107 - 110

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

17. Receive and file executed Meter Pump Easement from Jefferson County, Texas to the City of Port Arthur, Texas for Walter Umphrey State Park, Mesquite Point.

SEE ATTACHMENTS ON PAGES 111 - 138

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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18. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations. League of Extraordinary Fighters Boxing Promotions Requested \$6083
Recommended \$3830

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge

Year End Budget Amendment

Account				Description	Increase	Decrease
120	0	491	80	6 CAPITAL PROJECTS FND #311	\$ 3,500,000	
120	1024	419	20	4 WORKERS COMPENSATION	800,000	
111	102	431	10	28 LABORERS		\$ 31,336
111	102	431	30	1 ASPHALT		24,590
111	102	431	30	80 COVER STONE		11,504
113	302	431	10	28 LABORERS		29,212
113	309	431	60	11 ROAD MACHINERY		31,996
120	0	491	80	1 AIRPORT OPERATING		559,205
120	0	491	80	26 SETEC FUND 550		140,792
120	1011	415	10	2 ASSISTANTS & CLERKS		93,663
120	1011	415	20	1 F.I.C.A. EXPENSE		16,147
120	1011	415	20	2 EMPLOYEES' RETIREMENT		16,278
120	1011	415	20	3 EMPLOYEES' INSURANCE		44,304
120	1011	415	50	77 CONTRACTUAL SERVICE		16,717
120	1012	415	10	2 ASSISTANTS & CLERKS		22,181
120	1013	415	10	2 ASSISTANTS & CLERKS		21,698
120	1015	413	50	29 ATTORNEY		31,528
120	1015	413	50	77 CONTRACTUAL SERVICE		19,967
120	1024	419	10	96 VACATION PAY		13,277
120	1024	419	20	3 EMPLOYEES' INSURANCE		16,473
120	1024	419	20	5 UNEMPLOYMENT COMPENSATION		18,206
120	1025	415	10	2 ASSISTANTS & CLERKS		21,044
120	1034	414	50	77 CONTRACTUAL SERVICE		14,303
120	2030	412	10	2 ASSISTANTS & CLERKS		50,075
120	2030	412	10	5 EXTRA HELP		15,778
120	2030	412	10	24 ATTORNEY		25,755
120	2030	412	10	26 INVESTIGATOR		48,265
120	2030	412	20	1 F.I.C.A. EXPENSE		18,014
120	2030	412	20	3 EMPLOYEES' INSURANCE		45,751
120	2030	412	50	15 COURT COST		13,579
120	2031	414	10	2 ASSISTANTS & CLERKS		133,292
120	2031	414	20	1 F.I.C.A. EXPENSE		13,583
120	2031	414	20	2 EMPLOYEES' RETIREMENT		23,135
120	2031	414	20	3 EMPLOYEES' INSURANCE		13,342
120	2032	412	20	3 EMPLOYEES' INSURANCE		26,775
120	2032	412	50	72 PAUPER ATTORNEY FEES		28,841
120	2032	412	50	73 TRANSCRIPT TESTIMONY		17,410
120	2036	412	20	3 EMPLOYEES' INSURANCE		11,392
120	2037	412	50	72 PAUPER ATTORNEY FEES		20,744
120	2038	412	50	79 JUVENILE ATTORNEY FEES		16,485
120	2039	412	20	3 EMPLOYEES' INSURANCE		11,388
120	2043	412	10	2 ASSISTANTS & CLERKS		19,173
120	2043	412	20	3 EMPLOYEES' INSURANCE		15,744

Year End Budget Amendment

Account	Description	Increase	Decrease
120 2048 412 10	2 ASSISTANTS & CLERKS		26,773
120 2049 412 10	2 ASSISTANTS & CLERKS		16,913
120 2053 412 50	72 PAUPER ATTORNEY FEES		12,399
120 2060 412 10	1 DEPARTMENT HEAD		12,037
120 2060 412 20	3 EMPLOYEES' INSURANCE		24,949
120 3059 421 10	43 DEPUTIES		35,574
120 3059 421 10	50 CHIEF DEPUTY		17,473
120 3059 421 10	94 LONGEVITY PAY		19,168
120 3059 421 10	97 HOLIDAY PAY		14,991
120 3059 421 20	1 F.I.C.A. EXPENSE		45,414
120 3059 421 20	2 EMPLOYEES' RETIREMENT		48,788
120 3059 421 20	3 EMPLOYEES' INSURANCE		47,087
120 3059 421 30	2 AMMUNITION		14,256
120 3059 421 30	17 CLOTHING		14,722
120 3059 421 30	84 MINOR EQUIPMENT		23,711
120 3059 421 50	16 CRIMINAL INVESTIGATION		20,309
120 3059 421 50	77 CONTRACTUAL SERVICE		41,113
120 3059 421 60	18 POWER TOOLS & APPLIANCES		14,000
120 3060 421 10	2 ASSISTANTS & CLERKS		68,997
120 3060 421 20	2 EMPLOYEES' RETIREMENT		12,073
120 3062 423 10	44 DETENTION OFFICERS		273,285
120 3062 423 10	72 MAINTENANCE CREW		57,174
120 3062 423 10	94 LONGEVITY PAY		43,955
120 3062 423 10	95 EDUCATION PAY		28,987
120 3062 423 10	97 HOLIDAY PAY		118,600
120 3062 423 10	98 OVERTIME ALLOWANCE		29,550
120 3062 423 20	1 F.I.C.A. EXPENSE		76,258
120 3062 423 20	2 EMPLOYEES' RETIREMENT		53,052
120 3062 423 20	3 EMPLOYEES' INSURANCE		66,010
120 3062 423 50	77 CONTRACTUAL SERVICE		299,744
120 3063 424 10	2 ASSISTANTS & CLERKS		222,137
120 3063 424 20	1 F.I.C.A. EXPENSE		16,639
120 3063 424 20	2 EMPLOYEES' RETIREMENT		28,184
120 3063 424 50	14 MENTAL EXAMINATION		14,568
120 3063 424 50	81 RELIEF-BOARD & LODGING		28,576
120 3064 424 10	2 ASSISTANTS & CLERKS		128,735
120 3064 424 20	1 F.I.C.A. EXPENSE		14,614
120 3064 424 20	2 EMPLOYEES' RETIREMENT		26,369
120 3065 425 20	3 EMPLOYEES' INSURANCE		16,535
120 3071 425 20	3 EMPLOYEES' INSURANCE		11,395
120 5074 441 10	2 ASSISTANTS & CLERKS		32,784
120 5074 441 10	5 EXTRA HELP		10,272
120 5074 441 10	35 NURSE		26,188

Year End Budget Amendment

Account			Description	Increase	Decrease
120 5074	441 20	2	EMPLOYEES' RETIREMENT		13,189
120 5074	441 20	3	EMPLOYEES' INSURANCE		29,697
120 5075	441 10	2	ASSISTANTS & CLERKS		19,400
120 5075	441 50	6	BURIALS		12,235
120 5080	429 20	3	EMPLOYEES' INSURANCE		11,183
120 6083	416 10	5	EXTRA HELP		16,448
120 6083	416 10	54	CARPENTERS		36,178
120 6083	416 10	72	MAINTENANCE CREW		12,685
120 6083	416 20	1	F.I.C.A. EXPENSE		14,395
120 6083	416 20	2	EMPLOYEES' RETIREMENT		29,263
120 6083	416 20	3	EMPLOYEES' INSURANCE		34,756
120 6083	416 30	34	DIESEL FUEL		12,448
120 6083	416 40	1	COOLING AND HEATING		16,554
120 6083	416 40	9	BUILDINGS AND GROUNDS		11,596
120 6083	416 40	54	TELEPHONE		11,563
120 6083	416 40	56	ELECTRICITY		13,203
120 6084	416 10	72	MAINTENANCE CREW		36,822
120 6084	416 20	3	EMPLOYEES' INSURANCE		14,998
124 5081	448 10	12	OPERATORS		24,557
124 5081	448 10	98	OVERTIME ALLOWANCE		11,530
				<u>\$ 4,300,000</u>	<u>\$ 4,300,000</u>

Count 106



ACTION CIVIL ENGINEERS, PLLC

*dba d.p. Consulting Engineers
Firm Registration No. F-16376*

12

December 18, 2014

Jefferson County Purchasing Department
1149 Pearl Street
Beaumont, Texas 77701

Dear Ms. Clark:

RE: Recommendation Not to Award a Contract
"Grinder Pump Improvements Cheek Community IFB 14-049/KJS"
Jefferson County
ACE Job No. 112-18 Grinder Pump Improvements Cheek Community - Phase IV

Jefferson County accepted bids for Grinder Pump Improvements Cheek Community - Phase IV on Tuesday, 11:00 AM, November 18, 2014 Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX. 77701. The bids were publicly opened and read aloud. After the bids were tabulated and after careful consideration with county staff, we recommend that Jefferson County reject all bids.

We will reevaluate this project with county staff members and make necessary adjustments to the scope of work, after all adjustments have been made we will recommend rebidding this project.

Sincerely,

Thank you
William Larrain, P.E.

Manager

Action Civil Engineers, PLLC

dba d.p. Consulting Engineers

3727 Doctors Dr.

Port Arthur, Texas 77642



Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Chica & Associates, Inc. 505 Orleans St., Suite 106 Beaumont, TX 77701 Phone No.: (409) 833-4343	Owner: Jefferson County 1149 Pearl Street Beaumont, TX 77701 Phone No.: (409) 835-8584	Contractor: N&T Construction Co., Inc. P.O. Box 269, Beaumont, TX 77704 Agreement Date: 8/18/14 Phone No.: (409) 813-8592
Date: 12 / 11 / 14 Project Code No.: P01100-14 Bid Package No.: 16101-1_BID	Contract For (Project Description): For the construction of the Port Arthur Health Clinic.	GLO Contract No.: 10-5219-000-5299 Change Order No.: 01290

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Addition of 100 Linear Feet of 6" waterline due to relocation requirements of the 6" water meter by the City of Port Arthur.		\$9,838.22
2			
3			
4			
5			

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$1,955,000.00	Original Contract Time: 300 days
Previous Change Order(s): No. 1 to No. \$ 22,060.57	Net Change From Previous Change Orders: 0 days
Contract Price Prior to this Change Order: \$1,977,060.57	Contract Time Prior to this Change Order: 315 days
Net Increase/Decrease of this Change Order: \$ + 9,838.22	Net Increase/Decrease of this Change Order: + 0 days
Contract Price With all Approved Change Orders: \$ 1,986,898.79	Contract Time With all Change Orders: 315 days
Cumulative Percent Change in Contract Price (+/-): (+) 1.631651662404 %	Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 15
Construction Contract Start Date: (mm/dd/yy) 9 / 15 / 14	Construction Contract End Date: (mm/dd/yy) 7 / 26 / 15

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: [Signature]

ENGINEER

Date: 12/18/14

APPROVED:

By: [Signature]

OWNER

Date: December 22, 2014

ACCEPTED:

By: [Signature]

CONTRACTOR

Date: 12/18/14

ATTEST
DATE

[Signature]
12/22/14



JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries? <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> No Change			
If there is a change, how many beneficiaries will be affected?		Total _____	L/M _____
2. Effect of this change on scope of work: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> No Change			
3. Effect on operation and maintenance costs: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> No Change			
4. Are all prices in the change order dependent upon unit prices found in the original bid? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If "No", explain:			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
7. Is the TCEQ permit approval still valid? (sewer projects only) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
8. Are the handicapped access requirements/approval still valid? (if applicable) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
9. Are other Disaster Recovery contractual special condition clearance still valid? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
(If no, specify):			

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

ALCODE PLUMBING

1285 W. CARDINAL DRIVE
BEAUMONT, TX 77705
TEL 840-6063 FAX 840-6085

REQUEST FOR CHANGE ORDER

DECEMBER 10, 2014

LAUREN
N & T CONSTRUCTION

RE: JEFFERSON CO. HEALTH - 6" WATER LINE EXTENSION

1. FURNISH AND INSTALL WATER LINE AS LISTED BELOW:

Breakdown as follows:

Material :

100 FT. - 6" C-900 PIPE	
2 - 6" MECHANICAL 90s	
20 FT. - ALL TREAD ROD	
1 - 6" PIPE CLAMP	
4 - 6" MEGA LUGS	
1 - CONCRETE KIKER	\$1,211.00

Labor:

1 - plumber 32 hours @ \$32.	\$1,024.00
1 - apprentice 32 hours @ \$24.95.	\$ 798.40
1 - excavator: 32 hours	\$1,652.00
1 - operator 32 hours @ \$25	\$ 800.00
1 - truck 432 hours @ \$10	\$ 320.00

Labor Burden:

1 - plumber	\$ 542.72
1 - apprentice	\$ 423.15
1 - equipment operator	\$ 424.00

Subcontractor's Fee	\$1,275.00
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FOR THE SUM OF \$ 8,470.27

****There are four lines and a fiber optic line that are in the way of the new waterline. We will have to probe and hand-dig the trenches, as well as use the excavator. We will be able to dig around 25 LF a day, due to the tedious nature of the work.**

DAVID DEVORE - PRESIDENT

CONTRACTOR



JEFFERSON COUNTY CONSTABLE
PRECINCT-1
COLEY "NICK" SALEME
1085 PEARL STREET
BEAUMONT, TX 77701



Memo

Date: December 17, 2014

To: Fran Lee, Financial Manager

Fax #: (409) 839-2369

From: Constable's Office Precinct 1

Fax #: (409) 839-2350

RE: Transfer Line Item

Priority: [Urgent]

Line-item Transfer Amendment

DATE: December 16, 2014

Honorable Commissioners Court of Jefferson County:


I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	FROM	TO
From:	Extra Help	120 3065 425.10-05	\$2,716.00	
To:	Contractual Services	120 3065 425.50-77		\$1,400.00
To:	Minor Equipment	120 3065 425.30-84		\$1,316.00
Reason:	Amount to cover Teletrac (Driving Fleet Safety and Efficiency) See Teletrac Subscriber Agreement Attached			

 Department Head /Chief Clerk-Administrative Assistant

 Approved: County Judge for Commissioners Court

 Attest: County Clerk

		Teletrac Subscriber Agreement		EMAIL: contract@teletrac.net FAX: 888-831-2312 www.teletrac.net	
7391 Lincoln Way Garden Grove, CA 92841 Sales Office: 800-500-6009					
Type of Order: New Business		Price Book: 2011 Cash Price Book w 1		Billing Frequency: Quarterly	
		Account #: 321940		Order #: 4180628	
SUBSCRIBER INFORMATION					
Order Date: 12/9/2014		P.O. Number:		Address: 1225 Pearl St Suite#101A	
Bill to (Name on Invoice): Jefferson County		City: Beaumont		State: TX	ZIP: 77701
Attention: Nick Saleme		Signer's Email Address: nsaleme@co.jefferson.tx.us		Country: US	
Accounts Payable Email Address:		Telephone:			
DATA, SOFTWARE AND ADDED VALUE OPTIONS					
Monthly subscription billing and contract term shall commence at time of equipment installation or at 14 days from date of shipping. Subscription billing includes customer usage of equipment, location and data communication costs, usage of software and applicable support services. The first payment will be taken upon shipment of equipment.					
Quantity	Part #	Description	Rate per Unit	Term of Contract (Months)	Extended Charge
4	13010	Fleet Director 10 - Standard Edition	\$ 30.00	12	\$ 120.00
4	380	Safety Analytics	\$ 5.00	12	\$ 20.00
Total Monthly Subscription Charge Before Tax					\$ 140.00
EQUIPMENT					
Quantity	Part #	Description	Rate per Unit		Extended Charge
4	400	Standard In-vehicle unit for use in conjunction with Fleet Director Professional or 20/	\$ 329.00		\$ 1,316.00
Total Equipment Purchase Charge Before Tax					\$ 1,316.00
INSTALLATION					
Quantity	Part #	Description	Rate per Unit		Extended Charge
Total Installation Charge Before Tax					
SUMMARY					
Installation Address (if multiple ship to locations apply, complete additional ship to schedule)			Applicable Taxes to be calculated at time of invoicing.		
Address:			City:	Equipment & Services (0 Months)	\$ 1,316.00
			State:		
			ZIP:		
Special Instructions: (ALL CUSTOM AND INTEGRATION WORK MUST BE SIGNED OFF BY TELETRAC MANAGEMENT)			Payment Option Credit	\$	(400.00)
6 units to:			Installation Charge	\$	400.00
1001 Pearl St suite #103			Setup Fee	\$	-
Beaumont, TX 77701					
Total Down Payment Due					\$ 1,316.00
IMPORTANT - READ BEFORE SIGNING					
By signing below, the Customer agrees to purchase from Teletrac Inc the services detailed above on the terms detailed above all according to Teletrac's Standard Terms and Conditions available online at: http://www.teletrac.com/terms-of-service/ which cover important issues such as intellectual property rights, termination, liability and title. This Subscription and Services agreement and the Standard Terms and Conditions form the contract between the parties which they intend to be bound by and are collectively referred to as the "Agreement". Hard copies of Teletrac's Standard Terms and Conditions are available and will be provided to the Customers upon specific request. Further, by signature below, the signatory represents that he/she (a) is an authorized representative of the Customer, (b) has the authority to legally and financially commit the Customer, (c) has had the opportunity to seek advice as to its legal rights from legal counsel, and (d) has read and understood or has had sufficient opportunity to read and understand all of the Agreement. This Agreement supersedes all previous and contemporaneous communications, representations or agreements, written or oral relating to Teletrac Inc services. Teletrac Inc's failure to object to any additional or different provisions proposed by Customer shall not constitute a waiver of any term or condition in this Agreement, nor constitute acceptance of any such Customer's terms and conditions.					
Customer Name: Nick Saleme		Title:	CAR:	Metro:	
By (signature)		Date: 12-16-14	DocuSigned by: Scott Lehman		Date: 12/9/2014
Name: (print) NICK SALEME			Rep Name: (print) Scott Lehman		
			8F2D47C2FE9E413...		

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

12/22/2014

ATTEST
DATE

Please complete the information below in preparation for the GPS Rollout for your Division/Branch location. Please type info directly into this form.

Site Name		Site Primary Contact	
Site Address		Primary Contact Cell Phone	
City/State/Zip		Site Backup Contact	
Vehicles available M-F 9am - 5pm	YES/NO	Backup Contact Cell Phone	
If no, please provide detailed availability			

[illegible]

* Vehicle List Form herein does not apply to National Accounts.

Please print and complete this form and fax to Orders at (888) 831-2312 or email to orders@teletrac.com

Wednesday, December 17, 2014



Jefferson County
1149 Pearl St
Beaumont, TX 77701
ATTN: Deb Clark



Proposed Equipment TX BuyBoard Contract #379-11

Department	Model	Description	Summary Billed Lease Payment 17 Months
Criminal 252 nd	MX-M365N	36 PPM B&W Copy/Print/Color Scan/Staple/Hole Punch/Data Security/Fax/LCT	\$529.96
County Clerk's Office	MX-M365N	36 PPM B&W Copy/Print/Color Scan/Staple/Hole Punch/Data Security/LCT	\$500.45
County Clerk's Office	MX-M365N	36 PPM B&W Copy/Print/Color Scan/Staple/Hole Punch/Data Security/LCT	\$500.45
County Clerk's Office	MX-M365N	36 PPM B&W Copy/Print/Color Scan/Staple/Hole Punch/Data Security/LCT	\$500.45
Environmental Control	MX-M365N	36 PPM B&W Copy/Print/Color Scan/Staple/Hole Punch/Data Security/Fax	\$460.79
Constable Saleme, Pct. 1	MX-M365N	36 PPM B&W Copy/Print/Color Scan/Staple/Hole Punch/Data Security/Fax	\$460.79
Public Health	MX-M365N	36 PPM B&W Copy/Print/Color Scan/Staple/Hole Punch/Data Security	\$431.27
Constable, Pct. 8	MX-M465N	46 PPM B&W Copy/Print/Color Scan/Staple/Hole Punch/Data Security	\$460.50
Sherriff Training	MX-M503N ID 45715	Upgrade Finisher to larger finisher with paper pass module	\$95.43

Service agreement includes parts, labor, toner, and drums (excludes paper).

Rolled into the Master Service Agreement. \$0.006 for B&W and \$0.07 for Color.

Thank you for the opportunity to submit a proposal. Please contact us if you have any questions or need any additional information at (409) 892-0671.

Sincerely,

Ryan Skinner
Vice President Sales
Star Graphics, Inc.
409-892-0671



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: December 17, 2014

Re: Transfer of Vehicles

Consider and possibly approve transfer of a 2005 Toyota Prius/VIN: JTDKB22U353085372 from the District Attorney to the Service Center Motor Pool and a 2008 Ford Crown Vic/VIN: 2FAFP71V48X158496 from Constable Pct. #7 to the District Attorney.

Thank you.

**JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701**

**TRANSFER OF VEHICLES
December 16, 2014**

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
2005 Toyota Prius	District Attorney	JTDKB22U353085372		Service Center Motor Pool
2008 Ford Crown Vic	Constable Pct. # 7	2FAFP71V48X158496		District Attorney

Approved by Commissioners' Court _____

Year End Budget Amendment

Account				Description	Increase	Decrease
120	0	491	80	6 CAPITAL PROJECTS FND #311	\$ 3,500,000	
120	1024	419	20	4 WORKERS COMPENSATION	800,000	
111	102	431	10	28 LABORERS		\$ 31,336
111	102	431	30	1 ASPHALT		24,590
111	102	431	30	80 COVER STONE		11,504
113	302	431	10	28 LABORERS		29,212
113	309	431	60	11 ROAD MACHINERY		31,996
120	0	491	80	1 AIRPORT OPERATING		559,205
120	0	491	80	26 SETEC FUND 550		140,792
120	1011	415	10	2 ASSISTANTS & CLERKS		93,663
120	1011	415	20	1 F.I.C.A. EXPENSE		16,147
120	1011	415	20	2 EMPLOYEES' RETIREMENT		16,278
120	1011	415	20	3 EMPLOYEES' INSURANCE		44,304
120	1011	415	50	77 CONTRACTUAL SERVICE		16,717
120	1012	415	10	2 ASSISTANTS & CLERKS		22,181
120	1013	415	10	2 ASSISTANTS & CLERKS		21,698
120	1015	413	50	29 ATTORNEY		31,528
120	1015	413	50	77 CONTRACTUAL SERVICE		19,967
120	1024	419	10	96 VACATION PAY		13,277
120	1024	419	20	3 EMPLOYEES' INSURANCE		16,473
120	1024	419	20	5 UNEMPLOYMENT COMPENSATION		18,206
120	1025	415	10	2 ASSISTANTS & CLERKS		21,044
120	1034	414	50	77 CONTRACTUAL SERVICE		14,303
120	2030	412	10	2 ASSISTANTS & CLERKS		50,075
120	2030	412	10	5 EXTRA HELP		15,778
120	2030	412	10	24 ATTORNEY		25,755
120	2030	412	10	26 INVESTIGATOR		48,265
120	2030	412	20	1 F.I.C.A. EXPENSE		18,014
120	2030	412	20	3 EMPLOYEES' INSURANCE		45,751
120	2030	412	50	15 COURT COST		13,579
120	2031	414	10	2 ASSISTANTS & CLERKS		133,292
120	2031	414	20	1 F.I.C.A. EXPENSE		13,583
120	2031	414	20	2 EMPLOYEES' RETIREMENT		23,135
120	2031	414	20	3 EMPLOYEES' INSURANCE		13,342
120	2032	412	20	3 EMPLOYEES' INSURANCE		26,775
120	2032	412	50	72 PAUPER ATTORNEY FEES		28,841
120	2032	412	50	73 TRANSCRIPT TESTIMONY		17,410
120	2036	412	20	3 EMPLOYEES' INSURANCE		11,392
120	2037	412	50	72 PAUPER ATTORNEY FEES		20,744
120	2038	412	50	79 JUVENILE ATTORNEY FEES		16,485
120	2039	412	20	3 EMPLOYEES' INSURANCE		11,388
120	2043	412	10	2 ASSISTANTS & CLERKS		19,173
120	2043	412	20	3 EMPLOYEES' INSURANCE		15,744

Year End Budget Amendment

Account	Description	Increase	Decrease
120 2048 412 10	2 ASSISTANTS & CLERKS		26,773
120 2049 412 10	2 ASSISTANTS & CLERKS		16,913
120 2053 412 50	72 PAUPER ATTORNEY FEES		12,399
120 2060 412 10	1 DEPARTMENT HEAD		12,037
120 2060 412 20	3 EMPLOYEES' INSURANCE		24,949
120 3059 421 10	43 DEPUTIES		35,574
120 3059 421 10	50 CHIEF DEPUTY		17,473
120 3059 421 10	94 LONGEVITY PAY		19,168
120 3059 421 10	97 HOLIDAY PAY		14,991
120 3059 421 20	1 F.I.C.A. EXPENSE		45,414
120 3059 421 20	2 EMPLOYEES' RETIREMENT		48,788
120 3059 421 20	3 EMPLOYEES' INSURANCE		47,087
120 3059 421 30	2 AMMUNITION		14,256
120 3059 421 30	17 CLOTHING		14,722
120 3059 421 30	84 MINOR EQUIPMENT		23,711
120 3059 421 50	16 CRIMINAL INVESTIGATION		20,309
120 3059 421 50	77 CONTRACTUAL SERVICE		41,113
120 3059 421 60	18 POWER TOOLS & APPLIANCES		14,000
120 3060 421 10	2 ASSISTANTS & CLERKS		68,997
120 3060 421 20	2 EMPLOYEES' RETIREMENT		12,073
120 3062 423 10	44 DETENTION OFFICERS		273,285
120 3062 423 10	72 MAINTENANCE CREW		57,174
120 3062 423 10	94 LONGEVITY PAY		43,955
120 3062 423 10	95 EDUCATION PAY		28,987
120 3062 423 10	97 HOLIDAY PAY		118,600
120 3062 423 10	98 OVERTIME ALLOWANCE		29,550
120 3062 423 20	1 F.I.C.A. EXPENSE		76,258
120 3062 423 20	2 EMPLOYEES' RETIREMENT		53,052
120 3062 423 20	3 EMPLOYEES' INSURANCE		66,010
120 3062 423 50	77 CONTRACTUAL SERVICE		299,744
120 3063 424 10	2 ASSISTANTS & CLERKS		222,137
120 3063 424 20	1 F.I.C.A. EXPENSE		16,639
120 3063 424 20	2 EMPLOYEES' RETIREMENT		28,184
120 3063 424 50	14 MENTAL EXAMINATION		14,568
120 3063 424 50	81 RELIEF-BOARD & LODGING		28,576
120 3064 424 10	2 ASSISTANTS & CLERKS		128,735
120 3064 424 20	1 F.I.C.A. EXPENSE		14,614
120 3064 424 20	2 EMPLOYEES' RETIREMENT		26,369
120 3065 425 20	3 EMPLOYEES' INSURANCE		16,535
120 3071 425 20	3 EMPLOYEES' INSURANCE		11,395
120 5074 441 10	2 ASSISTANTS & CLERKS		32,784
120 5074 441 10	5 EXTRA HELP		10,272
120 5074 441 10	35 NURSE		26,188

Year End Budget Amendment

Account	Description	Increase	Decrease
120 5074 441 20	2 EMPLOYEES' RETIREMENT		13,189
120 5074 441 20	3 EMPLOYEES' INSURANCE		29,697
120 5075 441 10	2 ASSISTANTS & CLERKS		19,400
120 5075 441 50	6 BURIALS		12,235
120 5080 429 20	3 EMPLOYEES' INSURANCE		11,183
120 6083 416 10	5 EXTRA HELP		16,448
120 6083 416 10	54 CARPENTERS		36,178
120 6083 416 10	72 MAINTENANCE CREW		12,685
120 6083 416 20	1 F.I.C.A. EXPENSE		14,395
120 6083 416 20	2 EMPLOYEES' RETIREMENT		29,263
120 6083 416 20	3 EMPLOYEES' INSURANCE		34,756
120 6083 416 30	34 DIESEL FUEL		12,448
120 6083 416 40	1 COOLING AND HEATING		16,554
120 6083 416 40	9 BUILDINGS AND GROUNDS		11,596
120 6083 416 40	54 TELEPHONE		11,563
120 6083 416 40	56 ELECTRICITY		13,203
120 6084 416 10	72 MAINTENANCE CREW		36,822
120 6084 416 20	3 EMPLOYEES' INSURANCE		14,998
124 5081 448 10	12 OPERATORS		24,557
124 5081 448 10	98 OVERTIME ALLOWANCE		11,530
		<u>\$ 4,300,000</u>	<u>\$ 4,300,000</u>

Count 106



JEFFERSON COUNTY CONSTABLE
PRECINCT-1
COLEY "NICK" SALEME
1085 PEARL STREET
BEAUMONT, TX 77701



Memo

Date: December 17, 2014

To: Fran Lee, Financial Manager

Fax #: (409) 839-2369

From: Constable's Office Precinct 1

Fax #: (409) 839-2350

RE: Transfer Line Item

Priority: [Urgent]

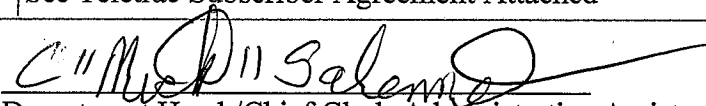
Line-item Transfer Amendment

DATE: December 16, 2014

Honorable Commissioners Court of Jefferson County:


I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	FROM	TO
From:	Extra Help	120 3065 425.10-05	\$2,716.00	
To:	Contractual Services	120 3065 425.50-77		\$1,400.00
To:	Minor Equipment	120 3065 425.30-84		\$1,316.00
Reason:	Amount to cover Teletrac (Driving Fleet Safety and Efficiency) See Teletrac Subscriber Agreement Attached			


 Department Head /Chief Clerk-Administrative Assistant

Approved: County Judge for Commissioners Court

Attest: County Clerk

		Teletrac Subscriber Agreement		EMAIL: contract@teletrac.net FAX: 888-831-2312 www.teletrac.net	
7391 Lincoln Way Garden Grove, CA 92841 Sales Office: 800-500-6009					
Type of Order: New Business		Price Book: 2011 Cash Price Book w 1		Billing Frequency: Quarterly	
Account #: 321940		Order #: 4180628			
SUBSCRIBER INFORMATION					
Order Date: 12/9/2014	P.O. Number:		Address: 1225 Pearl St Suite#101A		
Bill to (Name on Invoice): Jefferson County		City: Beaumont	State: TX	ZIP: 77701	Country: US
Attention: Nick Saleme		Signer's Email Address: nsaleme@co.jefferson.tx.us			
Accounts Payable Email Address:		Telephone:			
DATA, SOFTWARE AND ADDED VALUE OPTIONS					
Monthly subscription billing and contract term shall commence at time of equipment installation or at 14 days from date of shipping. Subscription billing includes customer usage of equipment, location and data communication costs, usage of software and applicable support services. The first payment will be taken upon shipment of equipment.					
Quantity	Part #	Description	Rate per Unit	Term of Contract (Months)	Extended Charge
4	13010	Fleet Director 10 - Standard Edition	\$ 30.00	12	\$ 120.00
4	380	Safety Analytics	\$ 5.00	12	\$ 20.00
Total Monthly Subscription Charge Before Tax					\$ 140.00
EQUIPMENT					
Quantity	Part #	Description	Rate per Unit		Extended Charge
4	400	Standard In-vehicle unit for use in conjunction with Fleet Director Professional or 201	\$ 329.00		\$ 1,316.00
Total Equipment Purchase Charge Before Tax					\$ 1,316.00
INSTALLATION					
Quantity	Part #	Description	Rate per Unit		Extended Charge
Total Installation Charge Before Tax					
SUMMARY					
Installation Address (if multiple ship to locations apply, complete additional ship to schedule)			Applicable Taxes to be calculated at time of invoicing.		
Address:			City:	Equipment & Services (0 Months)	\$ 1,316.00
			State:		
			ZIP:		
Special Instructions: (ALL CUSTOM AND INTEGRATION WORK MUST BE SIGNED OFF BY TELETRAC MANAGEMENT)			Payment Option Credit		
6 units to:			Installation Charge		
1001 Pearl St suite #103			Setup Fee		
Beaumont, TX 77701					
			Total Down Payment Due		
			\$ 1,316.00		
IMPORTANT - READ BEFORE SIGNING					
By signing below, the Customer agrees to purchase from Teletrac Inc the services detailed above on the terms detailed above all according to Teletrac's Standard Terms and Conditions available online at: http://www.teletrac.com/terms-of-service/ which cover important issues such as intellectual property rights, termination, liability and title. This Subscription and Services Agreement and the Standard Terms and Conditions form the contract between the parties which they intend to be bound by and are collectively referred to as the "Agreement". Hard copies of Teletrac's Standard Terms and Conditions are available and will be provided to the Customers upon specific request. Further, by signature below, the signatory represents that he/she (a) is an authorized representative of the Customer, (b) has the authority to legally and financially commit the Customer, (c) has had the opportunity to seek advice as to its legal rights from legal counsel, and (d) has read and understood or has had sufficient opportunity to read and understand all of the Agreement. This Agreement supersedes all previous and contemporaneous communications, representations or agreements, written or oral relating to Teletrac Inc services. Teletrac Inc's failure to object to any additional or different provisions proposed by Customer shall not constitute a waiver of any term or condition in this Agreement, nor constitute acceptance of any such Customer's terms and conditions.					
Customer Name: Nick Saleme		Title:	CAR:	Metro:	
By (signature):		Date:	By (signature):		Date:
Name: (print)			Rep Name: (print)		
C NICK SALEME		12-16-14	Scott Lehman		12/9/2014
			Rep ID: 8F2D47C2FE9E413...		

Please complete the information below in preparation for the GPS Rollout for your Division/Branch location. Please type info directly into this form.

Site Name		Site Primary Contact	
Site Address		Primary Contact Cell Phone	
City/State/Zip		Site Backup Contact	
Vehicles available M-F 9am - 5pm	YES/NO	Backup Contact Cell Phone	
If no, please provide detailed availability			

[illegible]

* Vehicle List Form herein does not apply to National Accounts.

Please print and complete this form and fax to Orders at (888) 831-2312 or email to orders@teletrac.com

STATE OF TEXAS

COUNTY OF JEFFERSON

ORDER

BE IT REMEMBERED that on this day came to be heard the application of PATRICK SWAIN for consideration to be appointed County Auditor in and for Jefferson County, Texas, for the term of two (2) years beginning January 1, 2015 and ending December 31, 2016.

And it appearing to a majority of the District Judges of Jefferson County, Texas, that the applicant is in every way qualified under the provisions of Section 84.006, Local Government Code of the State of Texas, to fill the above mentioned office of County Auditor for Jefferson County, Texas, accordingly, it is

ORDERED that PATRICK SWAIN is hereby appointed County Auditor for Jefferson County, Texas, for the term of two (2) years beginning January 1, 2015 and ending December 31, 2016. It is further

ORDERED that PATRICK SWAIN shall receive as compensation for his services an annual salary of \$120,488.78, and annual automobile allowance of \$6,840.00, annual cell phone allowance of \$900 and such other compensation and allowances as may be duly authorized by the District Judges of Jefferson County and included in the County's annual budget, each to be paid from the County General Fund. It is further

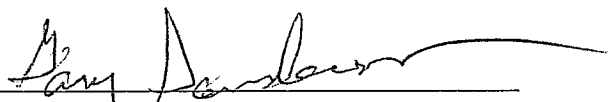
ORDERED that PATRICK SWAIN within twenty (20) days, and prior to entering upon the duties of his office shall make surety bond in the sum of Five Thousand (\$5,000.00) Dollars, payable to the District Judges of Jefferson County, Texas, conditioned upon the faithful performance of his duties as County Auditor for Jefferson County, Texas, the same being in compliance with Section 84.007, Local Government Code of the State of Texas. It is further

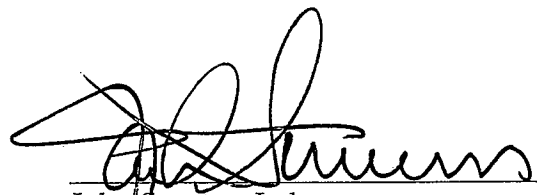
ORDERED that the District Clerk of Jefferson County, Texas be and he is hereby directed to record this Order in the minutes of the several Districts of this County, and the said Clerk thereof shall certify the same for observance to the Commissioners' Court of Jefferson County, Texas which shall cause the same to be recorded in its minutes.


ORDER CONTINUED:

PAGE 2

SIGNED, ORDERED AND RENDERED THIS 11 DAY OF December 2014.

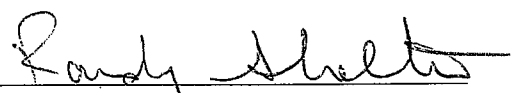

 Gary Sanderson, Presiding Judge
 60th District Court


 John Stevens, Judge
 Criminal District Court

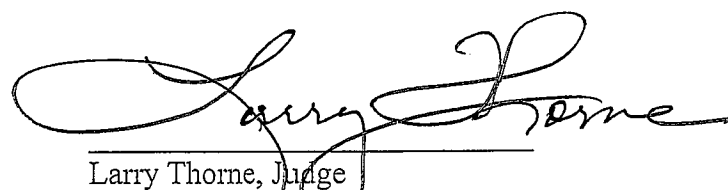

 Donald Floyd, Judge
 172nd District Court

 Tom Rugg, Judge
 58th District Court


 Lindsey Scott, Judge
 252nd District Court


 Randy Shelton, Judge
 279th District Court


 Milton Shuffield, Judge
 136th District Court


 Larry Thorne, Judge
 317th District Court

FILED
 DISTRICT COURT OF
 JEFFERSON COUNTY, TEXAS

DEC 11 2:21
 '14

JANE BRUCE
 DISTRICT CLERK

STATE OF TEXAS

COUNTY OF JEFFERSON

OATH OF OFFICE

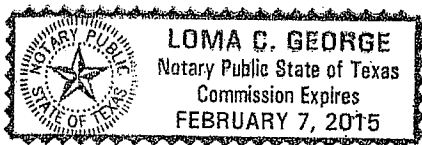
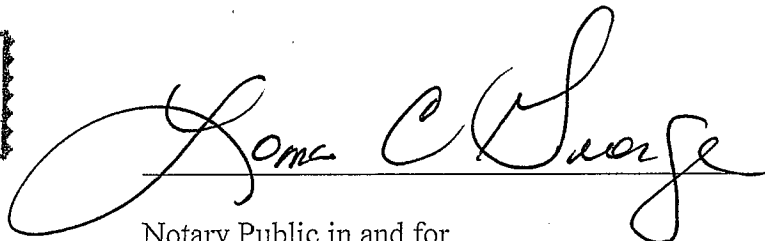
I, Patrick Swain, do solemnly swear that I will faithfully execute the duties of the office of County Auditor in and for Jefferson County of the State of Texas and will to the best of my ability preserve, protect and defend the Constitution and Laws of the United States and of this State: and, I further more solemnly swear that I have not directly nor indirectly paid, offered, or promised to pay, contribute to, nor promise to contribute money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment.



Patrick Swain

SUBSCRIBED AND SWORN TO BEFORE ME, at Beaumont, Jefferson County, Texas

on this 11th day of DECEMBER, 2014.

Notary Public in and for

Jefferson County, Texas

November 12, 2014

Honorable District Judges:

Gary Sanderson, Judge, Presiding Judge, 60th District Court
John Stevens, Judge, Criminal District Court
Tom Rugg, Judge, 58th District Court
Milton Shuffield, Judge, 136th District Court
Donald Floyd, Judge, 172nd District Court
Lindsey Scott, Judge, 252nd District Court
Randy Shelton, Judge, 279th District Court
Larry Thorne, Judge, 317th District Court

Judges:

Attached for your consideration is an Order for my appointment as Jefferson County Auditor for a term of two years, beginning January 1, 2015 and ending December 31, 2016. Also, included is a copy of my Continuing Education Certificate.

There will be a meeting to discuss the above appointment, which has been scheduled for Thursday, December 11, 2014 at 11:30 a.m. in Judge Sanderson's courtroom (60th District Court).

It has been my privilege to serve as County Auditor for the past eighteen years and I look forward to serving in this position for another term.

Sincerely,

A handwritten signature in black ink, appearing to be 'PS', written in a cursive, stylized manner.

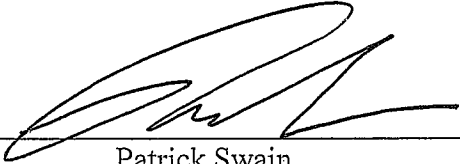
Patrick Swain
County Auditor

PS/ys

CONTINUING EDUCATION CERTIFICATE

In accordance with Local Government code section 84.0085, I hereby certify that I have completed the following continuing education classes during my term (January 1, 2013 to December 31, 2014) of office as County Auditor for Jefferson County, Texas.

<u>Date</u>	<u>Description</u>	<u>Continuing Education Hours</u>
March 27, 2013	Bottom-Line Leadership	9.0
March 29, 2013	GAO Standards: Yellow Book	7.0
May 7-10, 2013	55 th County Auditors' Institute	15.2
March 13, 2014	101 Financial Solutions: Diagnosis and Remedy	8.0
March 20, 2013	GASB 34: Basic Financial Statements For State and Local Governments	7.0
March 26, 2014	Techniques of Financial Analysis, Modeling and Forecasting	18.0
March 27, 2014	Accounting Changes and Error Corrections	1.0
May 13, 2014	Ethics for Texas CPA's	3.0
May 13-16, 2014	56 th County Auditors' Institute	13.2
Total Earned		81.4
Required per LGC 84.0085		40.0



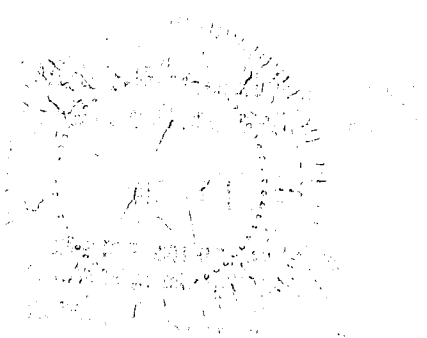
 Patrick Swain
 County Auditor

11/12/14

 Date

NOTICE OF PUBLIC HEARING

A public hearing will be held Thursday, December 11, 2014 at 11:30 a.m. in Judge Sanderson's courtroom (60th District Court), Jefferson County Courthouse, 1149 Pearl Street, 2nd Floor, Beaumont, Texas. The purpose of the hearing will be the re-appointment of the Jefferson County Auditor for a term of two years, beginning January 1, 2015 and ending December 31, 2016.



PGM: GMCOMMV2	DATE 12-22-2014	PAGE: 1 36 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
TRI-CITY COFFEE SERVICE	142.00	402036
ROAD & BRIDGE PCT.#1		142.00**
CARQUEST AUTO PARTS # 96	271.58	401965
ENTERGY	857.19	401982
M&D SUPPLY	27.05	401996
SMART'S TRUCK & TRAILER, INC.	81.10	402026
TRI-CON, INC.	2,412.88	402035
PCM-G	1,065.00	402104
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126
ROAD & BRIDGE PCT.#2		4,788.16**
APAC, INC. - TROTTI & THOMSOM	474.88	401956
RITTER @ HOME	550.75	402017
SHERWIN-WILLIAMS	501.43	402025
AT&T	89.16	402027
COKER DOORS & MOLDING CO.	163.00	402046
LOWE'S HOME CENTERS, INC.	660.39	402069
CENTERPOINT ENERGY RESOURCES CORP	75.12	402083
PAX SUPPLY	50.92	402096
DE LAGE LANDEN PUBLIC FINANCE	104.00	402126
ROAD & BRIDGE PCT. # 3		2,669.65**
FARM & HOME SUPPLY	16.50	401971
GULF COAST AUTOMOTIVE, INC.	116.37	401980
ENTERGY	27.90	401982
LOUIS' YAZOO SALES & SERVICE, LLC	118.95	401994
MUNRO'S	34.13	402001
OIL CITY TRACTORS, INC.	89.82	402006
SMART'S TRUCK & TRAILER, INC.	70.52	402026
STRATTON INC.	53.64	402040
LOWE'S HOME CENTERS, INC.	170.02	402069
DE LAGE LANDEN PUBLIC FINANCE	154.80	402126
PRO CHEM INC	162.49	402138
ROAD & BRIDGE PCT.#4		1,015.14**
ABLE FASTENER, INC.	50.96	401941
APAC, INC. - TROTTI & THOMSOM	501.16	401956
COASTAL WELDING SUPPLY	45.00	401968
M&D SUPPLY	210.61	401996
MUNRO'S	68.16	402001
SANITARY SUPPLY, INC.	173.11	402020
SMART'S TRUCK & TRAILER, INC.	15.56	402026
AT&T	73.64	402027
UNITED STATES POSTAL SERVICE	39.34	402058
SHI GOVERNMENT SOLUTIONS, INC.	656.40	402061
BELT SOURCE	164.57	402086
DE LAGE LANDEN PUBLIC FINANCE	373.37	402126
ASCO	3,913.88	402148
ENGINEERING FUND		6,285.76**
DLT SOLUTIONS INC.	513.06	401953
VERIZON WIRELESS	248.20	402053
DE LAGE LANDEN PUBLIC FINANCE	662.83	402126
PARKS & RECREATION		1,424.09**
SCHMIDT SAW & KNIFE WKS, INC.	1,721.87	402021
WALMART COMMUNITY BRC	7.76	402056
SPRINT WASTE SERVICES LP	310.80	402169
GENERAL FUND		2,040.43**
TAX OFFICE		
HERNANDEZ OFFICE SUPPLY, INC.	579.00	401985

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NAME	AMOUNT	CHECK NO. TOTAL
OFFICE DEPOT	770.06	402005
ACE IMAGEWEAR	20.69	402024
UNITED STATES POSTAL SERVICE	1,352.51	402058
TAAO	270.00	402070
ATTABOY TERMITE & PEST CONTROL	41.22	402107
TX DMV	1,125.00	402110
DE LAGE LANDEN PUBLIC FINANCE	506.82	402126
CUMMINS-ALLISON CORP	150.30	402142
NEMO-Q	390.00	402154
WORLD DATA CORPORATION	300.00	402165
COUNTY HUMAN RESOURCES		5,505.60*
UNITED STATES POSTAL SERVICE	20.22	402058
DE LAGE LANDEN PUBLIC FINANCE	105.34	402126
AUDITOR'S OFFICE		125.56*
CASH ADVANCE ACCOUNT	380.86	401991
UNITED STATES POSTAL SERVICE	12.49	402058
RHONDA BRODE	207.43	402063
DE LAGE LANDEN PUBLIC FINANCE	148.43	402126
COUNTY CLERK		749.21*
OFFICE DEPOT	87.36	402005
WALMART COMMUNITY BRC	81.24	402056
UNITED STATES POSTAL SERVICE	299.58	402058
ELECTION ADMINISTRATION REPORT	219.00	402065
ELECTION ADMINISTRATORS LLC	954.00	402144
COUNTY JUDGE		1,641.18*
OFFICE DEPOT	117.03	402005
COUNTY JUDGES EDUCATION FUND	200.00	402117
DE LAGE LANDEN PUBLIC FINANCE	105.34	402126
SNIDER LAW FIRM PLLC	500.00	402167
MICKEY LIN WASHINGTON	500.00	402174
DANE DENNISON	500.00	402181
RISK MANAGEMENT		1,922.37*
OFFICE DEPOT	513.30	402005
UNITED STATES POSTAL SERVICE	.48	402058
DE LAGE LANDEN PUBLIC FINANCE	77.40	402126
COUNTY TREASURER		591.18*
OFFICE DEPOT	68.09	402005
UNITED STATES POSTAL SERVICE	191.89	402058
SHI GOVERNMENT SOLUTIONS, INC.	656.40	402061
DE LAGE LANDEN PUBLIC FINANCE	478.80	402126
PRINTING DEPARTMENT		1,395.18*
OLMSTED-KIRK PAPER	112.79	402007
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	402126
PURCHASING DEPARTMENT		1,311.77*
OFFICE DEPOT	19.84	402005
PORT ARTHUR NEWS, INC.	591.50	402014
UNITED STATES POSTAL SERVICE	.41	402058
DE LAGE LANDEN PUBLIC FINANCE	105.34	402126
GENERAL SERVICES		717.09*
B&L MAIL PRESORT SERVICE	1,735.23	401959
COASTAL SOIL CONSERVATION DISTRICT	2,500.00	401967
CURTIS 1000, INC.	549.20	401969
LTS WIRELESS, LTD	450.00	401995
TIME WARNER COMMUNICATIONS	192.23	402032
VERIZON WIRELESS	303.92	402053

PGM: GMCOMMV2	DATE 12-22-2014	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
WALMART COMMUNITY BRC	242.45	402056
HONEYWELL INC	5,710.50	402133
DYNAMEX INC	211.88	402157
		11,895.41*
DATA PROCESSING		
HAWKEYE INFORMATION SYSTEMS, INC.	650.00	401943
OFFICE DEPOT	449.92	402005
CDW COMPUTER CENTERS, INC.	210.81	402049
SIRIUS COMPUTER SOLUTIONS INC.	23,961.01	402074
MICRO FOCUS (US), INC.	1,477.23	402102
PCM-G	1,065.00	402104
VMWARE INC	4,125.00	402119
DE LAGE LANDEN PUBLIC FINANCE	148.43	402126
		32,087.40*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	172.91	402058
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126
		246.27*
ELECTIONS DEPARTMENT		
JASON'S DELI	90.56	402051
DE LAGE LANDEN PUBLIC FINANCE	387.38	402126
		477.94*
DISTRICT ATTORNEY		
CASH ADVANCE ACCOUNT	248.11	401991
UNITED STATES POSTAL SERVICE	189.86	402058
DE LAGE LANDEN PUBLIC FINANCE	636.38	402126
		1,074.35*
DISTRICT CLERK		
TAC - TEXAS ASSN. OF COUNTIES	175.00	402029
UNITED STATES POSTAL SERVICE	424.03	402058
JAMIE SMITH	86.85	402085
DE LAGE LANDEN PUBLIC FINANCE	125.46	402126
		811.34*
CRIMINAL DISTRICT COURT		
EDWARD B. GRIPON, M.D., P.A.	1,190.00	401979
LEAH HAYES	116.40	401984
JEFFERSON CTY. BAR ASSOCIATION	125.00	401990
OFFICE DEPOT	434.11	402005
KEVIN S. LAINE	1,218.75	402048
UNITED STATES POSTAL SERVICE	8.63	402058
DE LAGE LANDEN PUBLIC FINANCE	77.40	402126
JAMES R. MAKIN, P.C.	450.00	402127
MATUSKA LAW FIRM	5,700.00	402172
		9,320.29*
58TH DISTRICT COURT		
DE LAGE LANDEN PUBLIC FINANCE	77.40	402126
		77.40*
60TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	.41	402058
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126
		73.77*
136TH DISTRICT COURT		
SHI GOVERNMENT SOLUTIONS, INC.	328.20	402061
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126
		401.56*
172ND DISTRICT COURT		
DE LAGE LANDEN PUBLIC FINANCE	77.40	402126
		77.40*
252ND DISTRICT COURT		
DOUGLAS M. BARLOW, ATTORNEY AT LAW	250.00	401962
UNITED STATES POSTAL SERVICE	324.05	402058
SUMMER TANNER	426.80	402090

PGM: GMCOMMV2	DATE 12-22-2014	PAGE: 4 39 TOTAL
NAME	AMOUNT	CHECK NO.
JAMES R. MAKIN, P.C.	1,050.00	402127
GERALD E. BOURQUE	77,574.38	402141
MATUSKA LAW FIRM	3,020.00	402172
279TH DISTRICT COURT		82,645.23*
ANITA F. PROVO	150.00	402016
JOEL WEBB VAZQUEZ	75.00	402080
TONYA CONNELL TOUPS	150.00	402098
JONATHAN L. STOVALL	75.00	402121
STEFANIE L. ADAMS, ATTORNEY AT LAW	75.00	402122
DE LAGE LANDEN PUBLIC FINANCE	285.95	402126
DANE DENNISON	500.00	402181
317TH DISTRICT COURT		1,310.95*
GAYLYN COOPER	650.00	401945
PHILLIP DOWDEN	825.00	401954
THOMAS J. BURBANK, P.C.	1,700.00	401963
TRACEY D. BURK	210.00	401964
LAIRON DOWDEN, JR.	1,025.00	401970
JIMMY D. HAMM	750.00	401983
TERRENCE HOLMES	2,125.00	401986
OFFICE DEPOT	87.40	402005
KEVIN PAULA SEKALY PC	400.00	402023
CHARLES ROJAS	875.00	402050
UNITED STATES POSTAL SERVICE	1.36	402058
GLEN M. CROCKER	1,750.00	402064
BEAUMONT OCCUPATIONAL SERVICE, INC.	127.95	402067
JOEL WEBB VAZQUEZ	450.00	402080
TONYA CONNELL TOUPS	475.00	402098
RONALD PLESSALA	1,550.00	402101
THE PARKER LAW FIRM	500.00	402109
JONATHAN L. STOVALL	1,375.00	402121
STEFANIE L. ADAMS, ATTORNEY AT LAW	600.00	402122
DE LAGE LANDEN PUBLIC FINANCE	77.40	402126
TERRENCE ALLISON	3,000.00	402145
BRYAN E MCEACHERN PC	505.40	402158
MATUSKA LAW FIRM	2,150.00	402172
TARA SHELANDER	1,000.00	402180
LAW OFFICE OF J SCOTT FREDERICK	300.00	402193
JUSTICE COURT-PCT 1 PL 1		22,509.51*
UNITED STATES POSTAL SERVICE	31.63	402058
DE LAGE LANDEN PUBLIC FINANCE	125.00	402126
JUSTICE COURT-PCT 1 PL 2		156.63*
UNITED STATES POSTAL SERVICE	240.96	402058
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126
JUSTICE COURT-PCT 2		314.32*
OFFICE DEPOT	35.14	402005
JUSTICE COURT-PCT 4		35.14*
AT&T	73.64	402027
DE LAGE LANDEN PUBLIC FINANCE	104.00	402126
JUSTICE COURT-PCT 6		177.64*
OFFICE DEPOT	73.02	402005
UNITED STATES POSTAL SERVICE	39.53	402058
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126
JUSTICE OF PEACE PCT. 8		185.91*
DE LAGE LANDEN PUBLIC FINANCE	265.00	402126
COUNTY COURT AT LAW NO.1		265.00*

PGM: GMCOMMV2	DATE 12-22-2014	AMOUNT	CHECK NO.	PAGE: 5 40 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	.81	402058		
LEXIS-NEXIS	45.00	402059		
DE LAGE LANDEN PUBLIC FINANCE	350.69	402126		396.50*
COUNTY COURT AT LAW NO. 2				
UNITED STATES POSTAL SERVICE	6.57	402058		
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126		
TERRENCE ALLISON	250.00	402145		329.93*
COUNTY COURT AT LAW NO. 3				
GAYLYN COOPER	250.00	401945		
THOMAS J. BURBANK, P.C.	250.00	401963		
CECILIA GOWER	2,260.10	401977		
KEVIN S. LAINE	250.00	402048		
UNITED STATES POSTAL SERVICE	27.48	402058		
SHI GOVERNMENT SOLUTIONS, INC.	1,641.00	402061		
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126		4,751.94*
COURT MASTER				
UNITED STATES POSTAL SERVICE	2.03	402058		
DE LAGE LANDEN PUBLIC FINANCE	104.00	402126		106.03*
MEDIATION CENTER				
UNITED STATES POSTAL SERVICE	10.15	402058		
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126		83.51*
COMMUNITY SUPERVISION				
DE LAGE LANDEN PUBLIC FINANCE	332.16	402126		332.16*
SHERIFF'S DEPARTMENT				
FED EX	48.06	401973		
GALL'S, INC.	27.64	401976		
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,745.00	401989		
CASH ADVANCE ACCOUNT	2,081.40	401991		
AT&T	119.08	402027		
ORANGE COUNTY ASSOCIATION FOR	400.00	402045		
UNITED STATES POSTAL SERVICE	83.78	402058		
CALDWELL COUNTRY CHEVROLET	53,000.00	402084		
CHIEF SUPPLY	1,047.70	402112		
DE LAGE LANDEN PUBLIC FINANCE	977.64	402126		59,530.30*
CRIME LABORATORY				
AGILENT TECHNOLOGIES	917.20	401949		
FISHER SCIENTIFIC	225.51	401974		
OFFICE DEPOT	166.01	402005		
ULINE SHIPPING SUPPLY SPECIALI	102.61	402037		
CDW COMPUTER CENTERS, INC.	1,652.32	402049		
CLINIQA CORPORATION	413.00	402081		
AIRGAS SOUTHWEST	746.84	402100		
CAYMAN CHEMICAL COMPANY	208.00	402111		
DE LAGE LANDEN PUBLIC FINANCE	104.00	402126		4,535.49*
JAIL - NO. 2				
HILO / O'REILLY AUTO PARTS	83.97	401942		
JOHNSTONE SUPPLY	4.18	401946		
AMERICAN CORRECTIONAL ASSOCIATION	70.00	401948		
TEEX	125.00	401951		
BOB BARKER CO., INC.	249.90	401961		
COASTAL WELDING SUPPLY	36.00	401968		
GT DISTRIBUTORS, INC.	1,327.68	401975		
W.W. GRAINGER, INC.	234.83	401978		
HERNANDEZ OFFICE SUPPLY, INC.	206.60	401985		
M&D SUPPLY	103.70	401996		
OFFICE DEPOT	382.51	402005		
PETTY CASH - SHERIFF'S OFFICE	748.67	402011		

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NAME	AMOUNT	CHECK NO. TOTAL
SANITARY SUPPLY, INC.	11,162.03	402020
SCOOTER'S LAWNMOWERS	18.29	402022
SHERWIN-WILLIAMS	1,524.99	402025
AT&T	1,339.34	402027
TEXAS DEPT OF LICENSING &	40.00	402034
WASTE MGT. GOLDEN TRIANGLE, INC.	133.89	402038
WHOLESALE ELECTRIC SUPPLY CO.	106.62	402041
WILLBANKS & ASSOCIATES	1,269.86	402042
COOK'S CORRECTIONAL KITCHEN EQUIP	3,087.99	402062
LOWE'S HOME CENTERS, INC.	7.94	402069
LONE STAR UNIFORMS, INC.	7,265.25	402072
BELT SOURCE	71.39	402086
FIVE STAR CORRECTIONAL SERVICE	54,180.69	402113
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	402126
THOMSON REUTERS-WEST	3,829.99	402149
FROGWASH PRESSURE WASHING	800.00	402151
WASTEWATER TRANSPORT SERVICES LLC	2,021.00	402179
		91,798.47*
JUVENILE PROBATION DEPT.		
CASH ADVANCE ACCOUNT	202.85	401991
OFFICE DEPOT	10.95	402005
UNITED STATES POSTAL SERVICE	42.43	402058
LATRICIA COLEMAN	40.00	402073
DE LAGE LANDEN PUBLIC FINANCE	221.79	402126
		518.02*
JUVENILE DETENTION HOME		
AMERICAN RED CROSS, INC.	143.00	401955
CASH ADVANCE ACCOUNT	198.05	401991
MOORE SERVICE CO., INC.	353.95	402000
OAK FARM DAIRY	280.50	402047
FLOWERS FOODS	86.71	402078
CENTERPOINT ENERGY RESOURCES CORP	712.92	402083
DE LAGE LANDEN PUBLIC FINANCE	327.69	402126
		2,102.82*
CONSTABLE PCT 1		
FAST SIGNS, INC.	3,300.00	401972
GT DISTRIBUTORS, INC.	631.99	401975
M&D SUPPLY	29.58	401996
UNITED STATES POSTAL SERVICE	74.53	402058
CITY DIRECTORIES	250.00	402089
		4,286.10*
CONSTABLE-PCT 2		
SILSBEE FORD INC	152.02	402164
		152.02*
CONSTABLE-PCT 4		
AT&T	36.82	402027
DE LAGE LANDEN PUBLIC FINANCE	229.00	402126
		265.82*
CONSTABLE-PCT 6		
OFFICE DEPOT	461.81	402005
UNITED STATES POSTAL SERVICE	13.99	402058
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126
		549.16*
COUNTY MORGUE		
BJ TRANSPORT SERVICE, INC.	6,344.83	401960
BJ TRANSPORT SERVICE INC	1,738.50	402191
		8,083.33*
AGRICULTURE EXTENSION SVC		
UNITED STATES POSTAL SERVICE	1.22	402058
DE LAGE LANDEN PUBLIC FINANCE	148.43	402126
		149.65*
HEALTH AND WELFARE NO. 1		
PETTY CASH - N C WELFARE	125.50	402012
UNITED STATES POSTAL SERVICE	55.95	402058

PGM: GMCOMMV2	DATE 12-22-2014		PAGE: 7 42 TOTAL
NAME	AMOUNT	CHECK NO.	
DE LAGE LANDEN PUBLIC FINANCE	148.43	402126	
HEALTH AND WELFARE NO. 2			329.88*
CLAYBAR FUNERAL HOME, INC.	984.00	401966	
MOODY-HARRIS FUNERAL HOME	1,500.00	401999	
MUNRO'S	31.35	402001	
PETTY CASH - S C WELFARE	83.75	402013	
DE LAGE LANDEN PUBLIC FINANCE	178.70	402126	2,777.80*
NURSE PRACTITIONER			
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126	73.36*
CHILD WELFARE UNIT			
TARGET STORES DIVISION	7,521.63	402052	
SEARS COMMERICAL CREDIT	485.28	402068	
S&M FAMILY OUTLET	100.00	402071	
KEYANA HAILEY PAYEE	20.00	402075	
TYMIR WILSON PAYEE	20.00	402087	
CHUMARI WILSON PAYEE	20.00	402088	
TAYLOR SAVOY PAYEE	20.00	402091	
TYLER SAVOY PAYEE	20.00	402092	
KVONNA RICHARD PAYEE	20.00	402095	
J'LYNN HENDRIX	20.00	402105	
JAYLISHA ARDOIN	20.00	402114	
DIAMOND DELFIERRO PAYEE	20.00	402123	
KRISTIN SIMONS PAYEE	20.00	402128	
CONNOR BELDEN	50.00	402130	
WILLIAM GILBERT	20.00	402131	
ALYJAH HALEY	20.00	402132	
BETTY PRICE	20.00	402136	
LAFRONIA BATISTE	20.00	402137	
ROBIN FRANK PAYEE	20.00	402140	
QUINN DIXON PAYEE	50.00	402147	
HUNTER LACROIX	20.00	402150	
KAYANA SIMON PAYEE	20.00	402152	
KENDLE GOODSSELL PAYEE	15.00	402159	
DANIYA E BELLARD	15.00	402160	
DAE'LEAH THOMAS	15.00	402161	
ANNAMAY J GOODSSELL	15.00	402162	
BENJAMIN B FOOTE	15.00	402163	
ABBIE BLANDFORD	20.00	402168	
ASHANTI M MCCRAY	20.00	402175	
FATIMA ZAVALA	20.00	402176	
AAYARRII CEASAR	50.00	402177	
TRELIN FARR	50.00	402178	
KARL GREEN PAYEE	20.00	402182	
TONI GREEN PAYEE	20.00	402183	
WILLIAM GREEN	20.00	402184	
SIERRA M COLLAZO	20.00	402188	
SKYLAR DANIELS PAYEE	20.00	402189	8,881.91*
ENVIRONMENTAL CONTROL			
JACKSON-HIRSH, INC.	68.63	401987	68.63*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	402099	
CARDINAL HEALTH 110 INC	39,234.71	402153	
IHEANACHO AHAMEFULA EZIRIM	225.00	402186	43,232.71*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	383.46	401946	
W.W. GRAINGER, INC.	63.70	401978	
OFFICE DEPOT	43.63	402005	
SANITARY SUPPLY, INC.	4,790.87	402020	
ACE IMAGEWEAR	2,618.34	402024	
BAKER DISTRIBUTING COMPANY	674.74	402077	
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126	

PGM: GMCOMMV2	DATE 12-22-2014	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
WASTEWATER TRANSPORT SERVICES LLC	248.00	402179
MAINTENANCE-PORT ARTHUR		8,896.10*
NOACK LOCKSMITH	11.25	402002
TEXAS DEPT OF LICENSING &	40.00	402033
WALMART COMMUNITY BRC	51.84	402056
SEARS COMMERICAL CREDIT	1,395.68	402068
LOWE'S HOME CENTERS, INC.	62.58	402069
PARKER LUMBER	103.77	402115
DE LAGE LANDEN PUBLIC FINANCE	150.76	402126
MAINTENANCE-MID COUNTY		1,815.88*
SANITARY SUPPLY, INC.	1,209.61	402020
CENTERPOINT ENERGY RESOURCES CORP	203.50	402083
DE LAGE LANDEN PUBLIC FINANCE	77.40	402126
SERVICE CENTER		1,490.51*
A-LINE FRONT END & BRAKE	1,202.48	401947
JERRY'S AUTOMOTIVE	59.50	401992
KINSEL FORD, INC.	714.89	401993
AT&T	59.44	402027
TRI-CON, INC.	8,568.57	402035
WASTE MGT. GOLDEN TRIANGLE, INC.	162.36	402039
AUTO ZONE	70.14	402044
BUMPER TO BUMPER	86.72	402082
DEJEAN AUTOMOTIVE	210.00	402097
AMERICAN TIRE DISTRIBUTORS	357.24	402103
INTERSTATE ALL BATTERY CENTER - BMT	443.80	402106
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126
EASTEX PRESSURE WASHERS	363.00	402134
SPANKY'S WRECKER SERVICE INC	295.00	402135
VETERANS SERVICE		12,666.50*
OFFICE DEPOT	11.78	402005
UNITED STATES POSTAL SERVICE	6.29	402058
HILARY GUEST	121.20	402076
DE LAGE LANDEN PUBLIC FINANCE	464.62	402126
		603.89*
		436,911.02**
MOSQUITO CONTROL FUND		
HILO / O'REILLY AUTO PARTS	5.39	401942
SUPERIOR TIRE & SERVICE	19.69	401950
MUNRO'S	98.95	402001
CENTERPOINT ENERGY RESOURCES CORP	340.10	402083
DE LAGE LANDEN PUBLIC FINANCE	73.36	402126
BREATH ALCOHOL TESTING		537.49**
COLE PALMER INSTRUMENT CO.	403.13	402008
FAMILY GROUP CONFERENCING		403.13**
DE LAGE LANDEN PUBLIC FINANCE	77.40	402126
LAW LIBRARY FUND		77.40**
JAMES PUBLISHING, INC.	124.00	401988
THOMSON REUTERS-WEST	110.00	402149
GRT N MENTAL HEALTH SVCS		234.00**
CORNELL CORRECTIONS OF TEXAS	4,443.30	402170
JUVENILE TJPC-A-2014-123		4,443.30**
AZLEWAY, INC.	4,443.30	401958
GULF COAST TRADES CENTER	3,090.90	401981
PEGASUS SCHOOL	4,443.30	402009

PGM: GMCOMMV2	DATE 12-22-2014	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
HAYS COUNTY	7,700.00	402043
CORNELL CORRECTIONS OF TEXAS	4,443.30	402170
		24,120.80**
JUVENILE PROB & DET. FUND		
AZLEWAY, INC.	4,443.30	401958
GULF COAST TRADES CENTER	3,090.90	401981
GLEN MILLS SCHOOLS	4,195.80	401998
PEGASUS SCHOOL	4,443.30	402009
HAYS COUNTY	13,300.00	402043
CORNELL CORRECTIONS OF TEXAS	1,777.32	402170
		31,250.62**
IV-E FOSTER CARE		
VERIZON WIRELESS	58.92	402054
		58.92**
COMMUNITY SUPERVISION FND		
CASH ADVANCE ACCOUNT	164.00	401991
OFFICE DEPOT	1,917.89	402005
SAM HOUSTON STATE UNIVERSITY	705.00	402018
TIME WARNER COMMUNICATIONS	80.18	402030
TIME WARNER COMMUNICATIONS	78.13	402031
UNITED STATES POSTAL SERVICE	137.39	402058
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	402099
JCCSC	18.00	402120
STACY TULLIER	145.04	402129
		10,210.63**
JEFF. CO. WOMEN'S CENTER		
ALL STAR PLUMBING	7,078.87	401952
M&D SUPPLY	101.24	401996
KIM MCKINNEY, LPC, LMFT	150.00	401997
OFFICE DEPOT	409.14	402005
SYSCO FOOD SERVICES, INC.	1,097.36	402028
TOWER COMMUNICATIONS, INC.	60.00	402055
BEN E KEITH FOODS	1,025.04	402079
CENTERPOINT ENERGY RESOURCES CORP	345.86	402083
ATTABOY TERMITE & PEST CONTROL	2,500.00	402107
DE LAGE LANDEN PUBLIC FINANCE	292.40	402126
SAM'S CLUB DIRECT	169.44	402139
		13,229.35**
MENTALLY IMPAIRED OFFEND.		
SAM HOUSTON STATE UNIVERSITY	225.00	402019
CHRISTAVIA WILLRIDGE	108.08	402187
		333.08**
COMMUNITY CORRECTIONS PRG		
TRACY ROBINSON	196.56	401944
DAVID POUNCY	51.52	402015
DE LAGE LANDEN PUBLIC FINANCE	115.38	402126
		363.46**
DRUG DIVERSION PROGRAM		
OFFICE DEPOT	213.95	402005
DE LAGE LANDEN PUBLIC FINANCE	115.38	402126
TISH JONES	32.48	402171
		361.81**
CHEEK H2O & SEWER PHASE 3		
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	15,000.00	402173
		15,000.00**
UNCLAIMED FUNDS MGMT FUND		
PATRICIA GARNER JENKINS	75.00	402194
DARRELL WAYNE ANTWIN	75.00	402195
		150.00**
HOTEL OCCUPANCY TAX FUND		
MUNRO'S	29.25	402001
TRI-CITY COFFEE SERVICE	95.90	402036
DE LAGE LANDEN PUBLIC FINANCE	431.67	402126
		556.82**
DISTRICT CLK RECORDS MGMT		

PGM: GMCOMMV2	DATE 12-22-2014	PAGE: 10 45
NAME	AMOUNT	CHECK NO. TOTAL
DE LAGE LANDEN PUBLIC FINANCE	210.68	402126
1957 ROAD BOND FUND		210.68**
TIM RICHARDSON	10,500.00	402156
CAPITAL PROJECTS FUND		10,500.00**
BAILEY'S ARCHITECTS INC	8,745.27	402093
TEXAS GENERAL LAND OFFICE SEMP	6,885.74	402166
AIRPORT FUND		15,631.01**
OFFICE DEPOT	1,075.51	402005
AT&T	756.43	402027
TRI-CON, INC.	1,052.52	402035
TRI-CITY COFFEE SERVICE	328.50	402036
WASTE MGT. GOLDEN TRIANGLE, INC.	243.42	402038
TRACE ANALYTICS, INC.	310.00	402066
LOWE'S HOME CENTERS, INC.	493.71	402069
CENTERPOINT ENERGY RESOURCES CORP	3,519.34	402083
DISH NETWORK	85.62	402094
ATTABOY TERMITE & PEST CONTROL	224.52	402107
UNIFIRST HOLDINGS INC	195.40	402108
DE LAGE LANDEN PUBLIC FINANCE	177.36	402126
CRAWFORD ELECTRIC SUPPLY COMPANY	174.00	402143
ADVANCE AUTO PARTS	24.99	402146
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	402155
EASTERN AVIATION FUELS INC	128,633.57	402185
JOHN DEERE LANDSCAPES LLC	262.16	402192
SE TX EMP. BENEFIT POOL		141,897.27**
GROUP ADMINISTRATIVE CONCEPTS INC	728.00	402118
SHERIFF'S FORFEITURE FUND		728.00**
AVIALL	74.01	401957
PAYROLL FUND		74.01**
JEFFERSON CTY. - FLEXIBLE SPENDING	10,666.00	401914
CLEAT	306.00	401915
JEFFERSON CTY. TREASURER	19,000.43	401916
RON STADTMUELLER - CHAPTER 13	1,717.50	401917
INTERNAL REVENUE SERVICE	150.00	401918
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,100.00	401919
JEFFERSON CTY. COMMUNITY SUP.	10,728.33	401920
JEFFERSON CTY. TREASURER - HEALTH	409,167.89	401921
JEFFERSON CTY. TREASURER - PAYROLL	1,712,898.42	401922
JEFFERSON CTY. TREASURER - PAYROLL	696,398.08	401923
MONY/MLOA	261.42	401924
POLICE & FIRE FIGHTERS' ASSOCIATION	3,205.38	401925
UNITED WAY OF BEAUMONT& N JEFFERSON	33.92	401926
JEFFERSON CTY. TREASURER - TCDRS	644,590.52	401927
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,881.65	401928
JEFFERSON COUNTY TREASURER	2,461.55	401929
JEFFERSON COUNTY - TREASURER -	5,150.35	401930
NECHES FEDERAL CREDIT UNION	63,749.86	401931
JEFFERSON COUNTY - NATIONWIDE	54,026.93	401932
TENNESSEE CHILD SUPPORT	115.38	401933
NCO FINANCIAL SYSTEMS INC	240.56	401934
SBA - U S DEPARTMENT OF TREASURY	168.49	401935
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	401936
U S DEPARTMENT OF TREASURY	384.53	401937
WILLIAM E HEITKAMP	689.00	401938
JOHN TALTON	717.69	401939
IL DEPT OF HEALTCARD AND FAMILY SER	188.31	401940
GUARDIANSHIP FEE		3,644,115.42**
P DEAN BRINKLEY	200.00	402116
MARINE DIVISION		200.00**

NAME	AMOUNT	CHECK NO.	TOTAL
M&D SUPPLY	31.59	401996	
RITTER @ HOME	507.55	402017	
AT&T	79.02	402027	
SIERRA SPRING WATER CO. - BT	67.75	402060	
APPLIED SECURITY TECHNOLOGIES INC	105.00	402190	
			224.19**
			4,369,739.26***

**AGENDA ITEM****December 22, 2014**

Consider, possibly approve and authorize the County Judge to execute a Master Agreement and Warranty, Support and License Agreement between Jefferson County and HartCivic, Inc. for purchase of the Hart Voting System.

Fred Jackson

From: Jeff Branick [jbranick@co.jefferson.tx.us]
Sent: Tuesday, December 16, 2014 9:33 AM
To: 'Fred Jackson'; 'Carolyn Guidry'; 'Theresa Goodness'
Subject: FW: Hart voting System
Attachments: Hart Voting System Master Agreement.pdf; Hart Voting System License Agreement.pdf; Jefferson Co Pricing Proposal 120914 December 2014 Purchase.pdf; Jefferson Co Pricing Proposal 120914 January 2015 Purchase.pdf; ESS Maintenance Bills.pdf

Fred –Please put this on next Monday's agenda.

Jeff Branick
 County Judge
 Jefferson County Courthouse
 1149 Pearl St.
 Beaumont, Texas 77701
 Phone: (409)835-8466
 Fax: (409)839-2311

From: Carolyn Guidry [mailto:guidry@co.jefferson.tx.us]
Sent: Monday, December 15, 2014 7:32 AM
To: Brent Weaver; Eddie Arnold ; Everette "Bo" Alfred ; Jeff Branick; Michael Sinegal
Cc: thegood@co.jefferson.tx.us
Subject: Hart voting System

Honorable Judge and Commissioners,

I am copying information I received in an email from the Hart representatives with the contracts which I have sent copies to Purchasing and for Legal. Also are the invoices for ES&S for the maintenance on our Voting System for the 2015-2016 period. Please contact me if there are any questions or any additional information you require.

Hart statement;

"As promised, attached please find the following information for your review:

1. Hart Voting System Master and License Agreements. These documents can be forwarded to whomever needs to review them in the County. Ken and I referenced these documents in the Workshop. They will both need to be signed by the County and Hart at the time of purchase approval.
2. December Pricing Offer, expiring December 31, 2014. We have increased our discount to include an ESS equipment buyback offer of \$75,536.60. Since ESS may not respond in a timely manner to your buyback request, Ken and I want to keep the purchase offer at the top of the Court's mind by including a buyback of your current equipment. The total discount offered for a December 2014 approval and document execution now totals \$267,356.60. This is a fantastic offer the Court should seriously consider. Since Hart's fiscal year ends in December we are able to offer a significant savings to incentivize the Court to move now.
3. January Pricing Offer, expiring January 16, 2015. The discount offered in this document is less than the December Pricing Offer and does not include an ESS equipment buyback. If the Court is unable to move forward with a purchase decision in 2014, the County will pay \$162,058.15 more than if the documents are executed in December 2014.

I spoke with Mark White with ES&S on Tuesday December 9, 2014 and he was checking the options of ES&S buyback of the Voting System. As of this morning, he has not responded back.

Carolyn Guidry
 County Clerk

12/16/2014



HART VOTING SYSTEM

MASTER AGREEMENT (SIGNATURE PAGE)

This Hart Voting System Master Agreement (“**Agreement**”) is entered into by and between Hart InterCivic, Inc., a Texas corporation (“**Hart**”), and Jefferson County or City, ISD, Municipality, ESD, or other government entity (“**Client**”), a governmental subdivision of the State of Texas. This Agreement sets forth the terms under which Client will purchase from Hart the Hart Voting System (“**HVS**”). Defined terms used in this Agreement will have the meanings specified in Section 9, Definitions, or as otherwise set forth herein.

The following Schedules and Exhibits are attached to this Agreement and made a part hereof:

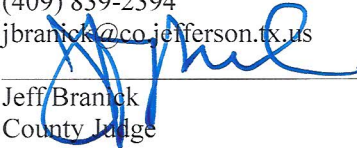
Schedule A	Hardware and Pricing and/or Customer Signed Quote
Schedule B	Hart Proprietary Software
Schedule C	Non-Hart Software
Exhibit A	Hart Voting System Warranty, License, and Support Agreement
Exhibit B	Client’s Request for Proposal # _____
Exhibit C	Hart’s Proposal

This Agreement is entered into as the result of negotiations between Client and Hart with respect to Client’s Request for Proposal, a copy of which is attached as Exhibit B, and Hart’s Proposal, a copy of which is attached as Exhibit C. Client’s Request for Proposal and Hart’s Proposal are incorporated herein by reference. If a conflict occurs between the terms of this Agreement (including the Schedules and Exhibit A), Client’s Request for Proposal and Hart’s Proposal, (a) the terms of this Agreement (including the Schedules and Exhibit A) will control over Client’s Request for Proposal and Hart’s Proposal and (b) the terms of Hart’s Proposal will control over Client’s Request for Proposal.

Client acknowledges it has read and understands this Agreement (including all Schedules and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement. There are no oral agreements, representations, or warranties. The Effective Date of this Agreement is December 31, 2014.

Agreed and Accepted:

Client
Name: Jefferson County, Texas
Address: 1149 Pearl Street
Beaumont, Texas 77701

Primary Phone: (409) 835-8475
Facsimile: (409) 839-2394
E-mail: jbranick@co.jefferson.tx.us
Executed By: 
Name: Jeff Branick
Title: County Judge

Hart
Hart InterCivic, Inc.
15500 Wells Port Drive
Austin, Texas 78728
Attn.: Phillip W. Braithwaite
CEO
800-223-4278
800-831-1485
pbraithwaite@hartic.com

Phillip W. Braithwaite
CEO

This Agreement is not effective until executed by both parties.

ATTEST
DATE 12/28/14



In consideration for the agreements set forth herein, the parties agree as follows:

1. Purchase of HVS Hardware and Equipment; License of Software:

1.1 Sale. Hart agrees to sell and Client agrees to purchase the HVS Hardware, subject to the terms and conditions set forth in this Agreement.

1.2 Licenses and Sublicenses. Simultaneously upon entering into this Agreement, Hart and Client will enter into the Hart Voting System Warranty, License, and Support Agreement ("HVS License Agreement") in the form of Exhibit A, the terms of which are incorporated herein by reference. The License Agreement sets forth additional terms applicable to Client's ownership and use of the HVS Hardware and license of Hart Proprietary Software, including warranty, support of software and hardware, license of software, and other terms.

1.3 Delivery and Installation. Hart will cause the HVS Hardware with Software to be delivered to Client's premises on a date mutually agreed to by Hart and Client. A Hart representative may install the HVS Hardware containing the HVS Software at the Client's site on a mutually agreed upon date during Hart normal working hours, within ten (10) business days or as soon as is practicable for both Parties. Billing will occur on the date the HVS Hardware is shipped to the Client's site. If additional labor and rigging or Client-specified customization is required for installation due to Client's special site requirements, Client will pay those costs including costs to meet union or local law requirements.

(a) Hart may provide onsite and offsite project management, operational training, and Election Day support for the first election in which the Equipment and Software are used. Project management may include equipment administration, ballot programming, and support for logic and accuracy testing. Training may include administrative staff training on HVS Software and Equipment, and training for polling place officials. Professional Service days cannot be exchanged for HVS or third party equipment, software, License & Support or Maintenance fees. If the Professional Services offered under the terms of this contract are not used prior to 60 days after the date of the Client's first election in which any portion of the Equipment and Software are used, the Professional Services shall expire.

(b) Any additional training and/or professional services which may be identified and mutually agreed upon will be documented in a Service Order, including details regarding the type and location of the training and/or services and the cost for the additional training and/or services requested by the client. If agreed to and signed off in writing by Hart and Client, charges for the additional training and/or services will be invoiced to Client at Hart's then-current rates, plus travel, communication and other expenses.

1.4 Training and Documentation. Hart will provide to Client one (1) electronic copy of the standard user-level documentation for the Software and standard operational training for the HVS System installed at the Client's location before the first election for which the Software will be used. Hart will provide Client operational training and on-site support at the first election in which the Equipment and Software are used. Charges for additional training or support services will be invoiced to Client at Hart's then-current hourly rates, plus travel, communication, and other expenses. Any additional training or support services will be mutually agreed to by Hart and Client and documented in an amendment to this Agreement.

1.5 User Documentation; Environmental Specifications. Hart will provide to Client one (1) electronic copy of the applicable then-current user documentation and operator's manuals for the HVS Hardware and Software and, where applicable, environmental specifications for the Hardware. Client

shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media.

1.6 Support. Support will be provided as set forth in the HVS License Agreement.

2. Charges; Payments:

2.1 Total Purchase Price. The Total Purchase Price is set forth in Schedule A and includes the purchase price for the Hardware, the Initial Annual Fee under the HVS License Agreement, state and local taxes (if applicable), and delivery and installation charges.

2.2 Payments. Client shall pay Hart the Purchase Price according to the following schedule:

1. Hart Hardware and Extended Hardware Warranty (if any) as per Schedule A – Billed Upon Shipment.
2. 3rd Party Hardware, HVS Software and 1st Year License/Support Fees (if any) - Billed Upon Shipment.
3. Professional Services – Billed Upon one or more of the following: first Election in which the Professional Services are used; receipt of Final Services Acceptance or the end of the first calendar year after receipt of Hart or 3rd Party Hardware or Software (but not later than sixty (60) days after the date of the Client's first election in which any portion of the Equipment and Software are used).

All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the Signature Page or to such other location as may be designated by Hart in a notice to Client.

2.3 Late Charges. If the Total Purchase Price is not paid in full within thirty (30) days after delivery of the Hardware and Software, Hart may charge Client interest on the unpaid balance until paid, at the lesser of (a) 1% per month or (b) the maximum rate allowed by law.

2.4 Additional Charges. Additional charges may apply to services rendered outside contracted hours or beyond normal coverage at Client's request, e.g., travel expenses, and premium and minimum charges. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Client for use with the HVS. Any other additional charges must be mutually agreed to by Hart and Client and documented in an amendment to this Agreement.

2.5 Payment Disputes. If any dispute exists between the parties concerning the amount due or due date of any payment, Client shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Client or Hart of any of their respective legal rights and remedies against each other.

2.6 Taxes. If Client is tax-exempt, Client will provide Hart with proof of its tax-exempt status. If Client is not tax-exempt, (a) Client will pay any tax Hart becomes obligated to pay in connection with this Agreement, exclusive of taxes based on the net income of Hart and (b) Client will pay all personal property and similar taxes assessed after shipment. If Client challenges the applicability of any such tax, Client shall pay the tax and may thereafter seek a refund.

2.7 Suspension of Performance. If any payment due to Hart under this Agreement is past due more than thirty (30) days, Hart may suspend performance under this Agreement until all amounts due are current.

3. Client Responsibilities:

3.1 Independent Determination. Client acknowledges it has independently determined that the Hart Voting System purchased under this Agreement meets its requirements.

3.2 Cooperation. Client agrees to cooperate with Hart and promptly perform Client's responsibilities under this Agreement and the HVS License Agreement.

4. Title; Risk of Loss:

4.1 Hardware. Subject to Section 4.3, title to Hardware will pass to Client upon delivery of the Equipment to Client. Risk of loss of, or damage to, Hardware will pass to Client upon delivery to Client.

4.2 Confidential and Proprietary Information. Title to Hart's Confidential and Proprietary Information will remain in Hart. Title to Confidential and Proprietary Information of Hart's suppliers and licensors will remain in the relevant suppliers and licensors.

4.3 Proprietary Rights. Client acknowledges and agrees that the design of the HVS, design of the HVS Hardware, Hart Proprietary Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, information, and material are the property of Hart. Client agrees that the sale of the HVS Hardware and license of Hart Proprietary Software and other accompanying items under this Agreement does not grant to or vest in Client any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the HVS, HVS Hardware, and Hart Proprietary Software, are the sole and absolute property of Hart and no interest therein is being vested in Client by the execution of this Agreement or the sale of the HVS Hardware or license of the Hart Proprietary Software to Client. Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or Equipment. Client will have no authority or right to copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. The provisions of this Section 4.3 will survive the termination or cancellation of this Agreement and the HVS License Agreement.

5. Warranty Terms:

THE WARRANTY TERMS APPLICABLE TO THE HART VOTING SYSTEM ARE SET FORTH IN THE HART VOTING SYSTEM WARRANTY, LICENSE, AND SUPPORT AGREEMENT. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN THE LICENSE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT AND THE LICENSE AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. THE EXPRESS WARRANTIES EXTEND SOLELY TO CLIENT. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT.

6. Limitation of Damages:

6.1 EXCLUSIVE REMEDY. HART DOES NOT ACCEPT ANY LIABILITY FOR WARRANTIES BEYOND THE REMEDIES SET FORTH IN SECTION 1 OF THE LICENSE AGREEMENT. HART'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM CONCERNING THIS AGREEMENT AND THE HARDWARE, SOFTWARE, AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE SET FORTH IN THIS SECTION.

6.2 DISCLAIMER. CLIENT IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CLIENT DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CLIENT DATA.

6.3 LIMITATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART, HART'S LICENSORS, AND ANY PARTY INVOLVED IN THE CREATION, MANUFACTURE, OR DISTRIBUTION OF THE HARDWARE AND SOFTWARE AND THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT WILL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CLIENT FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO HART UNDER THIS AGREEMENT. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CLIENT'S NEGLIGENCE OR INTENTIONAL ACTS OR FOR ANY CLAIM AGAINST CLIENT OR ANYONE ELSE BY ANY THIRD PARTY.

SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CLIENT.

6.4 Referrals. Hart may direct Client to third parties having products or services that may be of interest to Client for use in conjunction with the Hardware and Software. Notwithstanding any Hart recommendation, referral, or introduction, Client will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

7. Dispute Resolution:

7.1 Disputes and Demands. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

7.2 Negotiation and Mediation. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("AAA") or such other mediation process as is mutually acceptable to the parties.

7.3 Injunctive Relief. Notwithstanding the other provisions of this Section 7, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section 7.

7.4 Time Limit. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

8. General Provisions:

8.1 Entire Agreement. This Agreement and the attachments, schedules, and exhibits hereto are the entire agreement and supersede all prior negotiations and oral agreements. Hart has made no representations or warranties with respect to this Agreement or the HVS and its components that are not included herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

8.2 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. The terms and conditions of this Agreement, including, but not limited to, this Section 8.2, cannot be amended, modified, or altered by any conflicting preprinted terms or conditions in a preprinted form.

8.3 Interpretation. This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

8.4 GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CLIENT IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CLIENT IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

8.5 Severability. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

8.6 Delays. Hart is not responsible for failure to fulfill its obligations when due to causes beyond its reasonable control, including the failure of third parties to timely provide Software, Hardware, materials, or labor contemplated herein. Hart will notify Client in writing of any such delay, and the time for Hart's performance will be extended for a period corresponding to the delay. Hart and Client will determine alternative procedures to minimize delays.

8.7 Force Majeure. "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, "Force Majeure" will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Client's performance, the Client, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; and strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

8.8 Compliance with Laws. HVS Hardware and Software will meet the certification requirements in place on the effective date of the HVS Master Agreement. Client and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Hardware and Software. Hardware and Software provided under this Agreement may be subject to U.S. and other government export control regulations. Client shall not export or re-export any Hardware or Software.

8.9 Assignments. Hart may assign this Agreement or its interest in any Hardware or Software, or may assign the right to receive payments, without Client's consent. Any such assignment, however, will not change the obligations of Hart to Client that are outstanding at the time of assignment. Client will be notified in writing if Hart makes an assignment of this Agreement. Client shall not assign this Agreement without the express written consent of Hart, such consent not to be unreasonably withheld. In the event of any permitted assignment of this Agreement, the assignee shall assume the liabilities and responsibilities of the assignor, in writing.

8.10 Independent Contractors. Client and Hart are independent contractors and are not agents or partners of each other. Hart's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Client employment. Client's employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.

8.11 Notices. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the Signature Page for the party to whom the notice is given, or on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party's address set forth on the Signature Page. Each party may change its address for notice by giving written notice of the change to the other party.

8.12 Trademarks. eScan™, eSlate®, Judge's Booth Controller™, JBC™, Disabled Access Unit™, DAU™, Mobile Ballot Box™, Ballot Origination Software System™, BOSS™, Tally™, Rally™, FUSION™, and Ballot Now™ are trademarks of Hart.

9. Definitions:

"Acceptance Testing" means testing in accordance with Hart's standard Acceptance Testing Procedure.

"Agreement" has the meaning set forth in the Signature Page.

"Annual Fee" means the combined annual license, sublicense, and support fees payable by Client to Hart under the HVS Warranty, License, and Support Agreement.

"Client" has the meaning set forth in the Signature Page.

"Confidential and Proprietary Information" means Software, firmware, diagnostics, documentation (including operating manuals, user documentation, and environmental specifications), designs and configurations of Hardware, Software, and firmware, trade secrets and related documentation, and any other information confidential to Hart or its suppliers or licensors.

"DAU™" means the Disabled Access Unit (DAU™) created by Hart as an add-on component to an eSlate® that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from specialized switch mechanisms, such as head switches, breath switches, and panel switches that facilitate interaction with disabled voters, as needed.

"Effective Date" has the meaning set forth in the Signature Page and indicates the date this Agreement becomes effective.

"Equipment" means the HVS Hardware and Non-Hart Hardware listed on Schedule A.

"eScan™" means the eScan™ device created by Hart, consisting of a precinct digital ballot imaging device single-feed scanner that transports and scans both sides of a ballot simultaneously, and a base that provides for secure ballot storage and transport.

"eSlate®" means the eSlate® created by Hart and consisting of hardware including an electronically configurable, network-capable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable liquid crystal display (LCD) panel for use in displaying ballot images, a rotary input device for use in ballot navigation, and various buttons that facilitate voter options for selecting ballot choices and casting a ballot.

"eSlate® Hardware" means the eSlate®, JBC™, and DAU™ in the quantities listed on Schedule A.

"Firmware" means the Hart Proprietary Software embedded in eSlate® voting devices that allows execution of the software functions, but does not allow access to or modification of the software by an end user.

"Force Majeure" has the meaning set forth in Section 8.7.

"Hart" means Hart InterCivic, Inc., a Texas corporation.

"Hart Proprietary Software" means the run-time executable code and associated support files of the Ballot Origination Software System (BOSS™) Software, Tally™ Software, Rally™ Software, Ballot Now™ Software, computer code and software resident in the HVS Hardware, and other support software utilities as specified on Schedule B, consisting of computer programs and computer code owned by Hart that are licensed to Client pursuant to the Hart Voting System Warranty, License, and Support Agreement, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections,

improvements, rewrites, bug fixes, enhancements, and other modifications, including any custom modifications, to such computer programs and code that are provided to Client, and all copies of the foregoing. Hart Proprietary Software also includes all documentation provided by Hart to Client with respect to these computer programs and code, and all copies of the foregoing (electronic and hard copy).

"Hart Voting System (HVS)" means the HVS Hardware and the Software.

"Hart Voting System Warranty, License, and Support Agreement" means the Hart Voting System Warranty, License, and Support Agreement in the form of Exhibit A to be entered into by Hart and Client simultaneously upon entering into this Agreement. This Warranty covers only the HVS Hardware. Third-party equipment's warranty is passed through to the Customer.

"Initial Annual Fee" means the first Annual Fee payable under the Hart Voting System Warranty, License, and Support Agreement, which is included in the Total Purchase Price.

"Installation Date" means, with respect to the Hart Voting System, the date Hart completes installation of the HVS with included Software.

"JBC™" means the Judge's Booth Controller (JBC™) created by Hart that is a local area network controller capable of interacting with one or more eSlate® devices or DAU devices by transmitting and receiving signals that manage or control an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

"Non-Hart Hardware" means the hardware listed on Schedule A that is not Hart's HVS Hardware.

"Non-Hart Software" means the run-time executable code and associated support files of computer programs owned by third parties that are identified on Schedule C and sublicensed by Hart to Client pursuant to the Hart Voting System Warranty, License, and Support Agreement or licensed directly by the third-party licensor to Client, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications to such computer programs and code that are provided to Client, and all copies of the foregoing. Non-Hart Software also includes all documentation provided to Client with respect to these computer programs, and all copies of the foregoing.

"Software" means the Hart Proprietary Software and Firmware and Non-Hart Software.

"Sublicensed Software" means Non-Hart Software and Firmware that is identified on Schedule C as being sublicensed by Hart to Client pursuant to the Hart Voting System Warranty, License, and Support Agreement.

"VBO™" means the Verifiable Ballot Option unit used in conjunction with the eSlate® for a Voter Verifiable Paper Audit Trail.

"Total Purchase Price" is defined in Section 2.1.

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SCHEDULE A

HARDWARE AND PRICING

Note: This Schedule A specifically lists all hardware, software and services to be provided by Hart to the Customer under this Agreement. No other hardware, software, or services are included in this sale.

Tactile input switches are not included with the Disabled Access Unit. Tactile switches must be purchased as a separate item. Wheels are not included with the eSlate® Caddy. Wheels must be purchased as a separate item.

There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of *other than Hart-recommended hardware* purchased by the Client for use with the Hart Voting System.

The HVS System will be compliant with all certification requirements currently in place at the time the HVS System is purchased (the "Effective Date"). Software and Firmware will be upgraded as required for those Client's up-to-date on their Annual Fees. Required HVS Hardware changes mandated by rules, certification, or statutory changes will be assessed by Hart, the Client will be notified of the costs for those changes, and the Client will be required to pay for those HVS Hardware changes if they choose to have the changes completed.

Hart's training and project management obligations under this Agreement will end no later than sixty (60) days after the date of the Client's first election in which any portion of the Equipment and Software are used.

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SCHEDULE B

HART PROPRIETARY SOFTWARE *(if applicable)*

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	NUMBER OF LICENSES	INITIAL LICENSE FEE (including hardware)
One (1)	BOSS™, Tally™, Ballot Now™, SERVO™, and eCM Manager™.	Electronic Voting Software.	\$130,000.00	One (1)	\$65,030.00

Licensed Location: 1149 Pearl Street, Beaumont, Texas 77701.

NOTE: Hart and Client will update this Schedule as appropriate if Hart releases new Hart Proprietary Software that is made available to Client under the HVS Warranty, License, and Support Agreement.

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SCHEDULE C

NON-HART SOFTWARE (if applicable)

Non-Hart Software Sublicensed to Client:

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	NUMBER OF LICENSES	TOTAL PRICE
Five (5).	Sybase Embedded Runtime Program	Database software.	Included.	Five (5).	No Charge.

Licensed Location: 1149 Pearl Street, Beaumont, Texas 77701.

NOTE: Hart and Client will update this Schedule as appropriate if Hart provides new or different Non-Hart Software to Client under the HVS Warranty, License, and Support Agreement.

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EXHIBIT A**Hart Voting System Warranty, License, and Support Agreement**

(See Attached Agreement)

EXHIBIT B**Client's Request for Proposal
(if applicable)***(See Attached Document)*

EXHIBIT C

Hart's Proposal
(if applicable)

(See Attached Document)



HART VOTING SYSTEM

WARRANTY, SUPPORT AND LICENSE AGREEMENT (SIGNATURE PAGE)

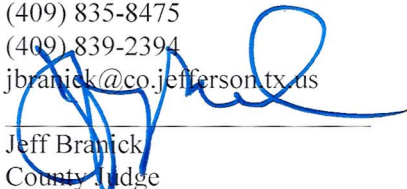
This Hart Voting System (HVS) Warranty, Support, and License Agreement (“**Agreement**”) is entered into by and between Hart InterCivic, Inc., a Texas corporation (“**Hart**”), and Jefferson County (“**Client**”), a governmental subdivision of the State of Texas. This Agreement is entered into in connection with a Hart Voting System Master Agreement dated December 31, 2014, between Hart and Client under which Client has purchased HVS Hardware. This Agreement sets forth terms between Hart and Client applicable to Client’s ownership and use of the HVS Hardware and license from Hart of Hart Proprietary Software (including Firmware), including warranty, support, license, and other terms. Defined terms used in this Agreement will have the meanings specified in Section 13, Definitions, or as otherwise set forth herein.

The following Schedules are attached to this Agreement and made a part hereof:

Schedule A	Support Contact Information
Schedule B	Hart Proprietary Software
Schedule C	Non-Hart Software
Schedule D	Initial Annual Fee

Client acknowledges it has read and understands this Agreement (including all Schedules) and is entering into this Agreement only on the basis of the terms expressly set forth in this Agreement. There are no oral agreements, representations, or warranties. The Effective Date of this Agreement is December 31, 2014.

Agreed and Accepted:

	<u>Client</u>	<u>Hart</u>
Name:	Jefferson County, Texas	Hart InterCivic, Inc.
Address:	1149 Pearl Street Beaumont, Texas 77701	15500 Wells Port Drive Austin, Texas 78728 Attn.: Phillip W. Braithwaite CEO
Primary Phone:	(409) 835-8475	800-223-4278
Facsimile:	(409) 839-2394	800-831-1485
E-mail:	jbranick@co.jefferson.tx.us	pbraithwaite@hartic.com
Executed By:		_____ Phillip W. Braithwaite CEO
Name:	Jeff Branick	
Title:	County Judge	

This Agreement is not effective until executed by both parties.

ATTEST 
DATE 12/22/14

In consideration for the agreements set forth herein, the parties agree as follows:

1. WARRANTY TERMS

1.1 HVS Hardware Limited Warranty. Hart warrants that during the warranty period the HVS Hardware purchased by Client will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Hart Voting System Operator's Manuals for the HVS Hardware applicable at the time of the installation of the Hardware. The new hardware warranty period is three (3) years, other than the new VBO unit(s) and/or new eScan™ unit(s), which is one (1) year, beginning ten (10) days after the shipping date of the new HVS Hardware. The used and/or refurbished hardware warranty period is ninety (90) days, beginning ten (10) days after the shipping date of the used and/or refurbished HVS Hardware. Hart will, at Hart's sole discretion, replace or repair any HVS Hardware that does not comply with this warranty, at no additional charge to Client. To request warranty service, Client must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Client's site, Hart's facility, or any other location specified by Hart. Any replacement HVS Hardware provided to Client under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces HVS Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired HVS Hardware. Hart owns all replaced HVS Hardware and all parts removed from repaired products. Client acknowledges and agrees that this warranty is contingent upon and subject to Client's proper use of the Hart Voting System and the Exclusions from Warranty and Support Coverage set forth in Section 1.3. This warranty does not cover any HVS Hardware that has had the original identification marks and/or numbers removed or altered in any manner. The remedies set forth in this Section are the full extent of Client's remedies and Hart's obligations regarding this warranty.

If the HVS Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the Client's location due to the Client's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Hart will determine the feasibility and cost of the required changes and advise the Client of the total amount due for those HVS Hardware changes. Upon written approval to move forward with the changes and receipt from the Client of the stated fees, Hart will complete the required HVS Hardware changes to the Client's HVS Hardware.

1.2 Hart Proprietary Software Limited Warranty. Hart warrants that beginning ten (10) days after the shipping of the HVS Software and for rest of the term of this Agreement, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the applicable software Operators' Manuals accompanying such Hart Proprietary Software. To request warranty service, Client must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the software to function appropriately as certified). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse affect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Client acknowledges and agrees that this warranty is contingent upon and subject to Client's proper use of the Hart Voting System and the Exclusions from Warranty and Support Coverage set forth in Section 1.3. The remedies set forth in this Section 1.2 are the full extent of Client's remedies and Hart's obligations regarding this warranty.

1.3 Exclusions from Warranty and Support Coverage. The warranties under this Section 1 and Software Support under Section 2 do not cover defects, errors, or malfunctions that are caused by

any external causes, including, but not limited to, any of the following: (a) Client's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of noncompatible media, supplies, parts, or components; (c) modification or alteration of the HVS, or its components, by Client or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Client, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; or (m) Force Majeure. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

1.4 Non-Hart Equipment and Non-Hart Software Excluded. HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO NON-HART EQUIPMENT AND NON-HART SOFTWARE, IF ANY, PROVIDED BY HART TO CLIENT, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CLIENT "AS IS." HART HAS NO RESPONSIBILITY OR LIABILITY FOR NON-HART EQUIPMENT AND NON-HART SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD PARTIES TO CLIENT. If Hart sells, licenses, or sublicenses any Non-Hart Equipment or Non-Hart Software to Client, Hart will pass through to Client, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Client agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor.

1.5 Disclaimer. THE WARRANTIES IN THIS WARRANTY TERMS SECTION GIVE CLIENT SPECIFIC LEGAL RIGHTS, AND CLIENT MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). HART'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HVS HARDWARE AND HART PROPRIETARY SOFTWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY TERMS SECTION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN SECTION 1 OF THIS AGREEMENT, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SALE OF HVS HARDWARE AND LICENSE OF HART PROPRIETARY SOFTWARE, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. THE EXPRESS WARRANTIES EXTEND SOLELY TO CLIENT. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT.

2. SOFTWARE SUPPORT SERVICES

2.1 Description of Software Support Services. Subject to the terms and conditions of this Agreement, Hart will provide Client the Software Support Services described below. Support Services under this Section 2 do not cover any of the exclusions from warranty and support coverage as described under Section 1.3. If Hart, in its discretion, provides Support Services in addition to the services

described under this Section 2, Client will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Client.

2.1.1 General Software Support. *General Software Support* will consist of assisting the Client in the design and production of elections, including pre-election and post-election testing and general operation of the HVS.

2.1.2 Software Support Services. Software Support Services will consist of periodic updates and any software "bug" corrections to Hart software. A software "bug" is any malfunction that prevents the Hart software from performing substantially as described in the then-current operator's manual for such software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Hart reserves the right to determine whether any reported, claimed software malfunction is in fact a "bug." Software "bugs" must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 1.3 also are exclusions from Software Support Services under this Section 2.1.2.

2.1.3 Engineering Services. In any case where Hart software interfaces with a third party software system, including but not limited to, the Client's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems; Hart will not be responsible for proper operation of any Hart software that interfaces with the third party software should such third party software be upgraded, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Hart software running on Client's computer equipment, should Client install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Engineering services and associated costs may be required in those situations where the Client requests Hart's review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Agreement and the Hart Voting System Master Agreement. Hart will not be responsible for the proper operation of any Hart software that interfaces with third party software should such third party software be configured or operated in any manner contrary than that described in a Statement of Work (to be attached as a mutually agreed upon Schedule to this Agreement if engineering services are requested by the Client).

2.1.4 Client Suggestions and Recommendations. Client may propose, suggest, or recommend changes to the Software at any time in writing to Hart. Such proposals, suggestions, or recommendations will become Hart's property. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Software updates, without restriction or obligation, and any implementation thereof shall become Hart's property. Hart is under no obligation to change, alter, or otherwise revise the Software according to Client's proposals, suggestions, or recommendations.

2.2 Software Support Services Contact Information. Support contact information is set forth in Schedule A, Support Contact Information.

3. SOFTWARE LICENSES AND SUBLICENSES

3.1 Licenses and Sublicenses. Subject to the terms and conditions of this Agreement and for so long as Client has a current Warranty, License and Support agreement in effect with Hart with respect

to the HVS Hardware and the HVS Software, Hart grants to Client a personal, nonexclusive, nontransferable, and limited license to use the Hart Proprietary Software and a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software. Hart will provide Client, and Client will be permitted to use, only the run-time executable code and associated support files of the Software for Client's internal data processing requirements as part of the HVS Voting System. The Software may be used only in the United States at the Licensed Location specified on Schedule B on the hardware or other computer systems authorized by Hart in writing. Client may temporarily transfer the Software to a backup computer system at an alternative location within Client's county of operation if the Equipment or other authorized computer system is inoperative or the Licensed Location is temporarily unavailable, provided Client must promptly give Hart written notice of such temporary transfer, including a description of the backup computer system and the alternative location. Client's use of the Software will be limited to the number of licenses specified in Schedules B and C. Only Client and its authorized employees, agents or contractors may use or access the Software. Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. Client agrees that Hart, the licensors of Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, HVS Hardware, and appropriate records of Client to verify Client's compliance with the terms of the licenses and sublicenses granted to Client.

3.2 Delivery and Installation. Hart may deliver the Software at the Client's site on a mutually agreed-upon date during Hart's normal working hours.

(a) Hart may provide onsite and offsite project management, operational training, and Election Day support for the first election in which the Equipment and Software are used unless otherwise specified in writing and mutually agreed upon by Hart and Client. Project management may include equipment administration, ballot programming, and support for logic and accuracy testing. Training may include administrative staff training on HVS Software and Equipment, and training for polling place officials. Professional Service days cannot be exchanged for HVS or third party equipment, software, License & Support or Maintenance fees. If the Professional Services offered under the terms of this contract are not used prior to 60 days after the date of the Client's first election in which any portion of the Equipment and Software are used, the Professional Services shall expire.

(b) Any additional training and/or professional services which may be identified and mutually agreed upon will be documented in a Service Order, including details regarding the type and location of the training and/or services and the cost for the additional training and/or services requested by the client. If agreed to and signed off in writing by Hart and Client, charges for the additional training and/or services will be invoiced to Client at Hart's then-current rates, plus travel, communication and other expenses.

3.3 Training and Documentation. Hart will provide standard user-level documentation in electronic form for the Software and standard operational training before the first election for which the Software will be used. Hart will provide Client operational training and on-site support at the first election in which the Hardware and Software are used unless otherwise specified in writing and mutually agreed upon by Hart and Client. Charges for additional training or support services will be invoiced to Client at Hart's then-current hourly rates, plus travel, communication, and other expenses. Any additional training or support services will be mutually agreed to by Hart and Client and documented in writing. Hart's training and documentation obligation under this HVS Agreement ends no later than sixty (60) days after the date of the Client's first election in which any portion of the Equipment and

Software are used.

3.4 Protection of Software.

(a) The HVS Hardware and Hart Proprietary Software are designed to be used only with each other and the agreed-upon Non-Hart Software and Non-Hart Equipment. To protect the integrity and security of the HVS, without the express written consent of Hart, (i) Client shall use the Software and Hardware only in connection with the HVS; (ii) Client shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Client shall not modify the Hardware or Software. If Client does not comply with any provisions of the preceding sentence, then (i) the Limited Warranties under Section 1 will automatically terminate; (ii) Hart may terminate its obligation to provide Support Services under Section 2; (iii) Hart will have no further installation obligations under Section 3.2 (Delivery and Installation), and (iv) Hart will have no further obligations under Section 3.3 (Training and Documentation). Furthermore, if Client uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Client under Section 3, Hart reserves its rights to enforce its patents with respect to those claims.

(b) Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or decompilation of any Software. Client shall not use any Software for application development, modification, or customization purposes, except through Hart.

(c) Client shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau. This restriction does not preclude or restrict Client from contracting for election services for other local governments located within Client's jurisdictional boundaries. Client shall not modify, copy, or duplicate the Software; provided, during the term of the Software licenses and sublicenses. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Client. Client shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Client regarding any unauthorized possession or use of the Software.

(d) Upon termination of Client's license or sublicense of Software, Client shall immediately discontinue all use of the Software and return to Hart or destroy, at Hart's option, the Software (and all related documentation (electronic and hard copy) and Confidential and Proprietary Information) and all archival, backup, and other copies thereof, and provide certification to Hart of such return or destruction.

(e) Client shall not publish any results of benchmark tests run on any Software.

(f) Although the Hart Proprietary Software and Sublicensed Software are protected by copyright and/or patents, they may be unpublished, and constitute Confidential and Proprietary Information of Hart and the third-party licensor, respectively. Client shall maintain the Software in confidence and comply with the terms of Section 6, Protection of Confidential and Proprietary Information, with respect to the Software.

(g) This Section 3.4 will survive the termination or cancellation of this Agreement.

3.5 No Transfer of Title. This Agreement does not transfer to Client title to any Software, intellectual property contained in any Software, or Confidential and Proprietary Information. Title to Hart Proprietary Software and all copies thereof, and all associated intellectual property rights therein, will remain in Hart. Title to Non-Hart Software and all copies thereof, and all associated intellectual property rights therein, will remain in the applicable third-party licensor.

3.6 Inherently Dangerous Applications. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Client shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

4. ANNUAL FEE

4.1 Amount of Annual Fee. The Annual Fee is a combined licensing, sublicensing, and support fee. Client will pay Hart an Annual Fee upon execution of this Agreement and annually thereafter before each Anniversary Date. The amount of the Initial Annual Fee, payable upon execution of this Agreement, is the amount specified as the "Initial Annual Fee" on Schedule D, Initial Annual Fee. Subsequent Annual Fees are due annually before each Anniversary Date of this Agreement. Hart may adjust the amount of the Annual Fee payable on each Anniversary Date by notifying Client of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each Annual Fee will be the same as the immediately preceding Annual Fee.

4.2 Invoices. Hart will invoice Client annually ninety (90) calendar days before the due date of the Annual Fee.

4.3 Payments. Client must pay each invoiced Annual Fee before the Anniversary Date immediately following the date of invoice. If Client elects not to or fails to timely pay an Annual Fee, this Agreement and the licenses, sublicenses, and software support services will automatically terminate on such Anniversary Date. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the Signature Page or to such other location as may be designated by Hart in a notice to Client.

4.4 Additional Charges. Additional charges may apply to services rendered outside contracted hours or beyond normal coverage at Client's request, e.g., travel expenses, and premium and minimum charges. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Client for use with the HVS. Any other additional charges must be mutually agreed to by Hart and Client and documented in an amendment to this Agreement.

4.5 Payment Disputes. If any dispute exists between the parties concerning the amount due or due date of any payment, Client shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Client or Hart of any of their respective legal rights and remedies against each other.

4.6 Taxes. If Client is tax-exempt, Client will provide Hart with proof of its tax-exempt status. If Client is not tax-exempt, (a) Client will pay any tax Hart becomes obligated to pay in connection with this Agreement, exclusive of taxes based on the net income of Hart and (b) Client will pay all personal property and similar taxes assessed after shipment. If Client challenges the applicability of any such tax, Client shall pay the tax and may thereafter seek a refund. Client is responsible for all

applicable taxation.

4.7 Suspension of Performance. If any payment due to Hart under this Agreement is past due more than thirty (30) days, Hart may suspend performance under this Agreement until all amounts due are current.

5. CLIENT RESPONSIBILITIES

5.1 Independent Determination. Client acknowledges it has independently determined that the HVS meets its requirements.

5.2 Cooperation. Client agrees to cooperate with Hart and promptly perform Client's responsibilities under this Agreement. Client will (a) provide adequate working and storage space for use by Hart personnel near Equipment; (b) provide Hart full access to the Equipment and Software and sufficient computer time, subject to Client's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Client personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

5.3 Site Preparation. Client shall prepare and maintain the installation site in accordance with instructions provided by Hart. Client is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

5.4 Site Maintenance; Proper Storage. Client shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Equipment and Software and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Equipment and Software to operate properly. Client shall properly store the Equipment and Software when not in use.

5.5 Use. Client is exclusively responsible for supervising, managing, and controlling its use of the HVS, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making daily backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Client will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the HVS and that the Equipment and Software are used in accordance with applicable manuals, instructions, and specifications. Client shall comply with all applicable laws, rules, and regulations with respect to its use of the HVS.

5.6 Backups. Client will maintain backup data necessary to replace critical Client data in the event of loss or damage to data from any cause.

6. PROTECTION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

6.1 Confidentiality. Client will keep in confidence and protect Confidential and Proprietary Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Client shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential and Proprietary Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Client shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Client to use the Software. Client acknowledges that unauthorized disclosure of Confidential and Proprietary Information may cause substantial economic loss to Hart or its suppliers and licensors. Each permitted copy of Confidential and Proprietary Information, including its storage media, will be marked by Client to include all notices that appear on the original. Title, copyright, and all other proprietary rights in and to the Software at all times remains vested exclusively in Hart or, as applicable, third-party licensors.

6.2 Return of Confidential and Proprietary Information. Upon termination or cancellation of this Agreement or, if earlier, upon termination of Client's permitted access to or possession of Confidential and Proprietary Information, Client shall return to Hart all copies of the Confidential and Proprietary Information in Client's possession (including Confidential and Proprietary Information incorporated in software or writings, electronic and hard copies).

6.3 Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, bug fixes, upgrades, and trade secrets developed by Hart personnel (alone or jointly with others, including Client) in connection with Confidential and Proprietary Information, HVS® Hardware, and Hart Proprietary Software will be the exclusive property of Hart.

6.4 Support Materials. Client acknowledges that all support materials related to the HVS are the property of Hart and include Confidential and Proprietary Information of Hart. Client agrees that it will not permit anyone other than Hart installation and support personnel and authorized County employees, agents and contractors to use such materials.

6.5 Client Employees, Agents and Contractors. Client will inform its employees and other agents and contractors of their obligations under this Section 6 and shall be fully responsible for any breach thereof by such personnel.

6.6 License Back. If Client possesses or comes to possess a licensable or sublicensable interest in any issued patent with claims that read upon the HVS, its method of operation, or any component thereof, Client hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

6.7 Survival. This Section 6 will survive termination or cancellation of this Agreement.

7. TITLE; RISK OF LOSS

7.1 Software.

(a) *Hart Proprietary Software:* Title to Hart Proprietary Software, all copies thereof, and all associated intellectual proprietary rights therein will remain in Hart including, but not

limited to, all patents, copyrights, trade secrets, trademarks, and other proprietary rights.

(b) *Non-Hart Software*: Title to Non-Hart Software, all copies thereof, and all associated intellectual proprietary rights therein will remain in the applicable third-party licensor including, but not limited to, all patents, copyrights, trade secrets, trademarks, and other proprietary rights.

(c) *Risk of Loss*: Risk of loss to Software will pass to Client upon delivery.

7.2 Confidential and Proprietary Information. Title to Hart's Confidential and Proprietary Information will remain in Hart. Title to Confidential and Proprietary Information of Hart's suppliers and licensors will remain in the relevant suppliers and licensors.

7.3 Proprietary Rights. Client acknowledges and agrees that the design of the Hart Voting System, design of the HVS Hardware, Hart Proprietary Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, information, and material, are the property of Hart. Client agrees that the sale of HVS Hardware and license of Hart Proprietary Software to Client does not grant to or vest in Client any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the HVS, HVS Hardware, and Hart Proprietary Software, are the sole and absolute property of Hart and no interest therein is being vested in Client by the execution of this Agreement or the sale of the HVS Hardware or license of the Hart Proprietary Software to Client. Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or decompilation of any Software or Hardware. Client will have no authority or right to copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. The provisions of this Section 7.3 will survive the termination or cancellation of this Agreement.

8. TERM OF AGREEMENT; TERMINATION

8.1 Term. The initial term of this Agreement and the licenses granted herein is one (1) year commencing on the Effective Date and expiring on the first Anniversary Date.

8.2 Renewal Terms. Except as otherwise provided in this Agreement, Client may renew this Agreement before its expiration or termination by paying the Annual Fee invoiced by Hart, as provided in Section 4.2, before the Anniversary Date immediately following the date of invoice, as provided in Section 4.3. Each renewal term will be a one-year (1-year) term, commencing on the expiration of the prior term and expiring on the immediately following Anniversary Date.

8.3 Defaults. The following events will be deemed to be defaults:

(a) A party committing a material breach of any term of this Agreement or the HVS Agreement if such breach has not been cured within thirty (30) days after written notice of such breach has been given by the nondefaulting party to the defaulting party;

(b) A party filing bankruptcy, becoming insolvent, or having its business placed in the hands of a receiver, assignee, or trustee, whether by voluntary act or otherwise; or

(c) A party failing to comply in any material respect with any federal, state, or local

laws applicable to a party's performance under this Agreement or the HVS Master Agreement.

8.4 Termination.

(a) This Agreement will automatically terminate at the end of its then-current term if Client has elected not to or has failed to timely make full payment to Hart of the invoiced Annual Fee required to renew the term, as provided in Sections 4.3 and 8.2.

(b) Hart may terminate Software Support Services under Section 2 on thirty (30) days prior written notice to Client if Hart determines that any alterations, attachments, or modifications not made by Hart or the failure to install a software or hardware release will interfere with the provision of support.

(c) A party may terminate this Agreement before expiration of its term for default by the other party. If default occurs, the parties will have all remedies provided in this Agreement and otherwise available by statute, law, or equity.

8.5 Survival. Section 1.1 will survive the termination or expiration of this Agreement until the end of the warranty period stated therein. Sections 3.4(b), 3.4(c), 3.4(d), 3.4(e), 3.4(f), 6, 7.3, 8.5, 9, 11, and 12 will survive the termination or expiration of this Agreement. Section 3.1 shall survive for so long as Client has a current Warranty, License, and Support agreement in effect with Hart with respect to the HVS Hardware and the HVS Software. Notwithstanding any language to the contrary in this Agreement or another agreement, all licenses to the Software shall terminate when Client ceases to have a current Warranty, License, and Support agreement in effect with Hart with respect to the HVS Hardware and the HVS Software.

9. LIMITATION OF DAMAGES

9.1 EXCLUSIVE REMEDY. HART DOES NOT ACCEPT ANY LIABILITY FOR WARRANTIES BEYOND THE REMEDIES SET FORTH IN SECTION 1. HART'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS CONCERNING THE HVS HARDWARE PROVIDED TO CLIENT BY HART OR ITS DISTRIBUTORS, THIS AGREEMENT, AND SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE SET FORTH IN THIS SECTION.

9.2 DISCLAIMER. CLIENT IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CLIENT DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CLIENT DATA.

9.3 LIMITATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART, HART'S LICENSORS, AND ANY PARTY INVOLVED IN THE CREATION, MANUFACTURE, OR DISTRIBUTION OF THE HARDWARE, SOFTWARE, AND PERFORMANCE OF SERVICES UNDER THIS AGREEMENT WILL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH

DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CLIENT FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO HART UNDER THIS AGREEMENT. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CLIENT'S NEGLIGENCE OR INTENTIONAL ACTS OR FOR ANY CLAIM AGAINST CLIENT OR ANYONE ELSE BY ANY THIRD PARTY.

SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CLIENT.

9.4 Referrals. Hart may direct Client to third parties having products or services that may be of interest to Client for use in conjunction with the Equipment and Software. Notwithstanding any Hart recommendation, referral, or introduction, Client will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

10. INFRINGEMENT INDEMNITY

10.1 Indemnity. Hart, at its own expense, will defend and indemnify Client against claims that the HVS Hardware or Hart Proprietary Software infringe a United States patent, copyright, or misappropriate trade secrets protected under United States law, provided Client (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.

10.2 Remedies. As to HVS Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the HVS Hardware or Hart Proprietary Software for Client or (b) replace or modify the HVS Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Client will cease using the applicable HVS Hardware and Hart Proprietary Software, Client will return to Hart all applicable HVS Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Client will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction, Hart will give Client a credit for the price paid to Hart for the returned or destroyed HVS Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.

10.3 Exclusions. Hart will not defend or indemnify Client if any claim of infringement or misappropriation (a) is asserted by an affiliate of Client; (b) results from Client's design or alteration of any HVS Hardware or Hart Proprietary Software; (c) results from use of any HVS Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the HVS designed by Hart; (d) relates to Non-Hart Software or Non-Hart Equipment alone; or (e) arises from Client-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Non-Hart Software that are made in response to Client specifications.

10.4 EXCLUSIVE REMEDIES. THIS SECTION 10 STATES THE ENTIRE LIABILITY

OF HART AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

11. DISPUTE RESOLUTION

11.1 Disputes and Demands. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

11.2 Negotiation and Mediation. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.

11.3 Injunctive Relief. Notwithstanding the other provisions of this Section 11, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section 11.

11.4 Time Limit. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement and the attachments, schedules, and exhibits hereto are the entire agreement and supersede all prior negotiations and oral agreements. Hart has made no representations or warranties with respect to this Agreement or the HVS and its components that are not included herein. Client acknowledges and agrees that Hart has no responsibility or liability under the HVS Master Agreement except to the extent, if any, that Hart is a party to the HVS Master Agreement. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

12.2 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. The terms and conditions of this Agreement, including, but not limited to, this Section 12.2, cannot be amended, modified, or altered by any conflicting preprinted terms or conditions in a preprinted form.

12.3 Interpretation. This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

12.4 GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS

OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS, UNLESS CLIENT IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CLIENT IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

12.5 Severability. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

12.6 Delays. Hart is not responsible for failure to fulfill its obligations when due to causes beyond its reasonable control, including the failure of third parties to timely provide Software, Equipment, materials, or labor contemplated herein. Hart will notify Client in writing of any such delay, and the time for Hart's performance will be extended for a period corresponding to the delay. Hart and Client will determine alternative procedures to minimize delays.

12.7 Force Majeure. "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, "Force Majeure" will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Client's performance, the Client, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; and strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

12.8 Compliance with Laws. HVS Hardware and Software will meet the certification requirements in place on the effective date of the HVS Master Agreement. Client and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Hardware and Software. Hardware and Software provided under this Agreement may be subject to U.S. and other government export control regulations. Client shall not export or re-export any Hardware or Software.

12.9 Assignments. Hart may assign this Agreement or its interest in any Hardware or Software, or may assign the right to receive payments, without Client's consent. Any such assignment, however, will not change the obligations of Hart to Client that are outstanding at the time of assignment. Client will be notified in writing if Hart makes an assignment of this Agreement. Client shall not assign this HVS Agreement without the express written consent of Hart, such consent not to be unreasonably withheld. In the event of any permitted assignment of this Agreement, the assignee shall assume the liabilities and responsibilities of the assignor, in writing.

12.10 Independent Contractors. Client and Hart are independent contractors and are not agents

or partners of each other. Hart's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Client employment. Client's employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.

12.11 Notices. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the Signature Page for the party to whom the notice is given, or on the fifth business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at their address set forth on the Signature Page. Each party may change its address for notice by giving written notice of the change to the other party.

12.12 Trademarks. eScan™, eSlate®, Judge's Booth Controller™, JBC™, Disabled Access Unit™, DAU™, Mobile Ballot Box™, Ballot Origination Software System™, BOSS™, Tally™, Rally™, FUSION™, and Ballot Now™ are trademarks of Hart.

13. DEFINITIONS

"Agreement" has the meaning set forth on the Signature Page.

"Anniversary Date" means each anniversary of the Effective Date.

"Annual Fee" means the combined annual license, sublicense, and support fees payable by Client to Hart as described in Section 4.

"Client" has the meaning set forth on the Signature Page.

"Confidential and Proprietary Information" means Software, firmware, diagnostics, documentation (including operating manuals, user documentation, and environmental specifications), designs and configurations of Equipment, Software and firmware, trade secrets and related documentation, and any other information confidential to Hart or its suppliers or licensors.

"DAU™" means the Disabled Access Unit (DAU™) created by Hart as an add-on component to an eSlate® that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from specialized switch mechanisms, such as head switches, breath switches, and panel switches that facilitate interaction with disabled voters, as needed.

"Effective Date" has the meaning set forth in the Signature Page and indicates the date this Agreement becomes effective.

"Equipment" means the HVS Hardware and Non-Hart Equipment.

"eScan™" means the eScan™ device created by Hart, consisting of a precinct digital ballot imaging device single-feed scanner that transports and scans both sides of a ballot simultaneously, and a base that provides for secure ballot storage and transport.

"eSlate®" means the eSlate® created by Hart and consisting of hardware including an electronically configurable, network-capable voting station that permits a voter to cast votes by direct

interaction, which voting station in its present configuration created by Hart comprises an electronically configurable liquid crystal display (LCD) panel for use in displaying ballot images, a rotary input device for use in ballot navigation, and various buttons that facilitate voter options for selecting ballot choices and casting a ballot.

"Firmware" means the Hart Proprietary Software embedded in eSlate® voting devices that allows execution of the software functions, but does not allow access to or modification of the software by an end user.

"Force Majeure" has the meaning set forth in Section 12.7.

"Hart" means Hart InterCivic, Inc., a Texas corporation.

"Hart Proprietary Software" means the run-time executable code and associated support files of the Ballot Origination Software System (BOSS™) Software, Tally™ Software, Rally™ Software, Ballot Now™ Software, computer code, and software resident in the HVS Hardware and other support software utilities as specified on Schedule B, consisting of computer programs and computer code owned by Hart that are licensed to Client pursuant to this Agreement, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications, including any custom modifications, to such computer programs and code that are provided to Client, and all copies of the foregoing. Hart Proprietary Software also includes all documentation provided by Hart to Client with respect to these computer programs and code and all copies of the foregoing.

"Hart Voting System (HVS)" means the HVS Hardware and the Software.

"Hart Voting System Master Agreement" means the agreement, between Client and Hart or Hart's authorized distributor of HVS Hardware, under which Client has purchased the HVS Hardware and limited HVS Software licenses. The HVS Master Agreement is identified on the Signature Page.

"HVS" means the Hart Voting System.

"HVS Hardware" means the eSlate® units, JBC™ units, and DAU™ units purchased by Client pursuant to the Hart Voting System Master Agreement and any other associated written agreements.

"Initial Annual Fee" means the first Annual Fee, in the amount specified as the "Initial Annual Fee" on Schedule D, which is payable upon execution of this Agreement.

"Installation Date" means, with respect to the Hart Voting System, the date Hart completes installation of the HVS with included Software.

"JBC™" means the Judge's Booth Controller (JBC™) created by Hart that is a local area network controller capable of interacting with one or more eSlate® devices or DAU devices by transmitting and receiving signals that manage or control an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

"Non-Hart Equipment" means the equipment, if any, not consisting of HVS Hardware that was sold to Client by Hart or Hart's distributor for use with, and in connection with the sale of, the HVS Hardware.

"Non-Hart Software" means the run-time executable code and associated support files of computer programs owned by third parties that are identified on Schedule C and sublicensed by Hart to Client pursuant to this Agreement or licensed directly by the third-party licensor to Client, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications to such computer programs and code that are provided to Client, and all copies of the foregoing. Non-Hart Software also includes all documentation provided to Client with respect to these computer programs, and all copies of the foregoing.

"Software" means the Hart Proprietary Software and Firmware, and Non-Hart Software.

"Sublicensed Software" means Non-Hart Software that is identified on Schedule C as being sublicensed by Hart to Client pursuant to this Agreement.

"VBO™" means the Verifiable Ballot Option unit used in conjunction with the eSlate® for a *Voter Verifiable Paper Audit Trail*.

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SCHEDULE A**SUPPORT CONTACT INFORMATION**

The following contact information is to be used by Client for submitting Support requests to Hart InterCivic, Inc.:

Client Support Center:	1-866-275-4278 (1-866-ASK-HART)
Client Support Center Fax:	1-512-252-6925 or 1-800-831-1485
E-mail Address:	hartsupport@hartic.com
Team Track:	https://hartsupport.hartic.com
Hart InterCivic, Inc. Switchboard:	1-800-223-HART (4278)
Client Support Manager:	

The following contact information is to be used by Hart for contacting Client on Software Support Service requests:

Primary Client Contact Point ("CCP"):	Carolyn Guidry
First Alternate CCP:	Theresa Goodness

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SCHEDULE B

HART PROPRIETARY SOFTWARE *(if applicable)*

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	NUMBER OF LICENSES	INITIAL LICENSE FEE (including hardware)
One (1)	BOSS™, Tally™, Ballot Now™, SERVO™, and eCM Manager™.	Electronic Voting Software.	\$130,000.00	One (1)	\$65,030.00

Licensed Location: 1149 Pearl Street, Beaumont, Texas 77701.

NOTE: Hart and Client will update this Schedule as appropriate if Hart releases new Hart Proprietary Software that is made available to Client under the HVS Warranty, License, and Support Agreement.

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SCHEDULE C

NON-HART SOFTWARE (if applicable)

Non-Hart Software Sublicensed to Client:

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	NUMBER OF LICENSES	TOTAL PRICE
Five (5).	Sybase Embedded Runtime Program	Database software.	Included.	Five (5).	No Charge.

Licensed Location: 1149 Pearl Street, Beaumont, Texas 77701.

NOTE: Hart and Client will update this Schedule as appropriate if Hart provides new or different Non-Hart Software to Client under this HVS Warranty, License, and Support Agreement.

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SCHEDULE D**INITIAL ANNUAL FEE**

Initial Annual Fee: \$65,030.00

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Hart Voting Systems Jefferson Pricing Proposal

1**Hart Voting Systems Pricing Quotes****2****Hart Voting Systems Leasing Quotes (5 Year Term)**



Hart Voting Systems Pricing Quote
Jefferson County, TX
EQUIPMENT AND PRICING

1

ATTEST *Carol L. Yundt*
DATE 12/23/14

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Hardware				
64	Judge's Booth Controller (JBC)	Controller for eSlate polling place equipment	\$3,300.00	\$211,200.00
128	Paper roll	Paper roll used with JBC	Included	No Charge
64	JBC Storage and Transport Box	Reinforced, padded plastic box for storage and stacking	\$60.50	\$3,872.00
367	eSlate	Electronic voting unit	\$3,300.00	\$1,211,100.00
367	eSlate voting booth	Standard voting booth for standard eSlate voting unit	Included	No Charge
1	eScan	Precinct-based ballot scanning unit	\$5,940.00	\$5,940.00
2	Paper roll	Paper roll used with eScan	Included	No Charge
1	eScan Ballot Box	Ballot box (tub) for use with eScan	Included	No Charge
55	Disabled Access Unit (DAU)	Disabled access voting unit	\$3,960.00	\$217,800.00
55	eSlate accessible voting booth	Wheelchair-accessible voting booth for the DAU-equipped eSlate voting unit	Included	No Charge
55	Headphones	Headphones used with DAU voting unit	Included	No Charge
30	Additional Mobile Ballot Box (MBB) / audio card	Spare flash memory card or audio card for use with Hart Voting equipment	\$66.00	\$1,980.00
120	Mobile Ballot Box (MBB) / audio card	Flash memory card or audio cards included with Hart Voting equipment	Included	No Charge
53	Casters for Caddy	Set of 4 Wheels for Storage Caddy	\$135.00	\$7,155.00
53	Storage caddy	Additional storage unit for HVS equipment	\$931.00	\$49,343.00
Total Hart Voting Hardware				\$1,708,390.00
Software				
1	BOSS software - First Seat	BOSS software license	\$50,000.00	\$50,000.00
1	Tally software - First Seat	Tally software license	\$15,000.00	\$15,000.00
1	Ballot Now software - First Seat	Ballot Now software license	\$60,000.00	\$60,000.00
1	SERVO software - First Seat	SERVO software license	\$5,000.00	\$5,000.00
Total Hart Voting Software				\$130,000.00
Total Hart Hardware and Software				\$1,838,390.00
Other Hardware				
1	Personal computer, Win7	PC workstation for BOSS	\$3,000.00	\$3,000.00
1	Personal computer, Win7	PC workstation for Tally	\$3,000.00	\$3,000.00
1	Personal computer, Win7	PC workstation for Ballot Now	\$3,000.00	\$3,000.00
1	Personal computer, Win7	PC workstation for SERVO	\$3,000.00	\$3,000.00
1	Personal computer, Win7	For use as a Tally backup	\$2,800.00	\$2,800.00
5	Mobile Ballot Box (MBB) / audio card	Flash memory card or audio cards included with computer equipment	Included	No Charge
5	ATA card reader/writer	Flash memory card reader/writer included with computer equipment	Included	No Charge
5	eSlate Cryptographic Module (eCM)	Electronic security token included with computer equipment	Included	No Charge
1	Quatech Card & Cable	Card & cable included with computer equipment	Included	No Charge
1	Crossover Cable	Crossover Cable included with SERVO	Included	No Charge
System Setups Subtotal				\$14,800.00
1	Scanner (refurbished)	Kodak i660 high-volume scanner - includes 30 day warranty	\$24,500.00	\$24,500.00
Other Hardware Subtotal				\$24,500.00
Total Third-Party Hardware				\$39,300.00
Professional Services [a]				
1	Professional Services	Project management and/or training	\$30,000.00	\$30,000.00
Total Professional Services				\$30,000.00
License and Support [b]				
1	First year license and support	License and support fee for the first year	\$65,030.00	\$65,030.00
Total Software License and Support				\$65,030.00
Total Acquisition Cost				\$1,747,690.00
Total Price for Hardware				\$130,000.00
Total Price for Software				\$30,000.00
Total Price for Professional Services				\$65,030.00
Total License & Support				\$2,000.00
Shipping and Handling (Estimated)				\$1,974,720.00
Solution Price				(\$18,776.90)
BuyBoard Discount				(\$75,536.60)
Current Voting Equipment Buyback Discount [c]				(\$173,043.10)
Less Discount				\$0.00
State and Local Taxes [d]				\$1,707,363.40
Purchase Price				

License and Support For Optional Items [b]				
4	Additional license and support	License and support fee years 2 to 5	\$65,030.00	\$259,520.00

Total Purchase Price (including Optional Items)

\$1,966,883.40

[a] Professional Services includes up to 15 days of training. Additional days must be purchased separately.

[b] Subsequent license and support fees will be billed annually.

[c] Current voting equipment will be collected by Hart at time of new equipment delivery.

[d] Taxes will be calculated in conjunction with the Client based on the final approved Pricing Quote.

[e] Discount based upon current inventory levels and valid through 12/31/14 if the purchase is made through the Buy Board.

Financing

(Note: Financing is estimated; exact payments will be calculated after credit approval.)

5 Year Term

Annual Interest Rate
2.720%

Annual Payment
\$369,835.22

INVESTOR



**Hart Voting Systems
Leasing Quote
Jefferson County, TX
Leasing Summary**

2

Lessee: Jefferson County, TX

Lease Structure: Five (5) annual lease payments, in arrears with purchase option

Equipment Lease Amount: \$1,707,363.40 Hart Voting Systems

Interest Rate: 2.720%

Estimated Lease Payment Dates (Assume Deal Executed 12/31/14) *

1st Payment	12/31/2015	\$369,835.22
2nd Payment	12/31/2016	\$369,835.22
3rd Payment	12/31/2017	\$369,835.22
4th Payment	12/31/2018	\$369,835.22
5th Payment	12/31/2019	\$369,835.22

* Final Payment amounts and schedule to be determined by Lessor after credit approval.



MEMORANDUM

To: Jefferson County, Texas
From: Phillip W. Braithwaite, CEO
Date: November 18, 2014
Re: Proposal for Implementation of Hart Voting System

Pursuant to our conversation regarding the potential acquisition of a Hart Voting System by the County, I am pleased to offer you the following proposal:

- County to acquire the eSlate® voting system via Buy Board.
- County to lease the purchase price of the eSlate voting system via a partnership of Hart and Leasing Company (subject to their credit approval).

In the future, if the County elects to procure Hart's Verity™ system, then the County may elect to terminate its eSlate Voting System lease after the third annual lease payment is made. Should it choose this option, the County will return its used eSlate voting equipment to Hart, and Hart will provide the funds required to settle the remaining lease obligation.



Hart Voting Systems
Leasing Quote
Jefferson County, TX
Leasing Summary

2

Lessee: Jefferson County, TX

Lease Structure: Five (5) annual lease payments, in arrears with purchase option

Equipment Lease Amount: \$1,707,363.40 Hart Voting Systems

Interest Rate: 2.720%

Estimated Lease Payment Dates (Assume Deal Executed 12/31/14) *

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5th Payment	12/31/2019	\$369,835.22

* Final Payment amounts and schedule to be determined by Lessor after credit approval.



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Election Systems & Software
 6055 Paysphere Circle
 Chicago, IL 60674
 (877) 377-8683

INVOICE NO.	PAGE
909085	1
INVOICE DATE	
10/06/14	

BILL TO: Jefferson County, Texas
 County Clerks Office
 1149 Pearl St

SHIP TO: Jefferson County, Texas
 County Clerks Office
 1149 Pearl St

Beaumont, TX 77704-3638

Beaumont, TX 77704-3638

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP	SHIP VIA
110164	HMA/FMA 2015-2015	NET 90 DA	991781	2861	ES&S DEL
QTY ORDERED	DESCRIPTION		UNIT PRICE	UOM DISC %	EXTENDED PRICE

Coverage Date 01/01/15-12/31/15

Election Ref: NA

30.00	Bronze HDW Mtc-IVO	56.000000	EA	1,680.00
425.00	Bronze HDW Mtc-IVO	57.120000	EA	24,276.00
1.00	Firmware Usage Agrmt-650	353.940000	EA	353.94
30.00	Firmware Usage Agrmt-iVotronic	30.000000	EA	900.00
425.00	Firmware Usage Agrmt-iVotronic	31.620000	EA	13,438.50
1.00	Gold-HDW Mtc/Support-650	2705.040000	EA	2,705.04

0 USD .00
 .00
 .00

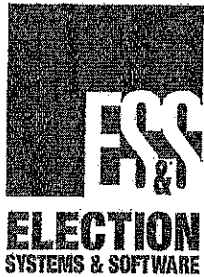
FREIGHT DISCOUNT .00
 SHIPPING & HANDLING 43,353.48
 TOTAL USD

INVOICE NO.	ACCOUNT NO.	AMOUNT
909085	110164	43,353.48 USD

Election Systems & Software
 (877) 377-8683

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
 THANK YOU!

TX TX1



Election Systems & Software
 6055 Paysphere Circle
 Chicago, IL 60674
 (877) 377-8683

INVOICE NO.	PAGE
917467	1
INVOICE DATE	
12/04/14	

BILL TO: Jefferson County, Texas
 County Clerks Office
 1149 Pearl St

SHIP TO: Jefferson County, Texas
 County Clerks Office
 1149 Pearl St

Beaumont, TX 77704-3638

Beaumont, TX 77704-3638

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
110164	SMA 2015-2016	NET 90 DA 1	002301	2861	ES&S DEL
QTY ORDERED	DESCRIPTION		UNIT PRICE	UOM DISC %	EXTENDED PRICE

Coverage Date 02/28/15-02/28/16

Election Ref: NA

1.00	Sftw Maint Agrmt-Unity EDM Election Data Manager	2690.630000	EA	2,690.63
1.00	Sftwr Maint Agrmt-BOD Ballot on Demand	1076.250000	EA	1,076.25
1.00	Sftwr Maint Agrmt-Unity BIM Ballot Image Manager	2152.500000	EA	2,152.50
1.00	Sftwr Maint Agrmt-Unity ERM Election Reporting Manager	1722.000000	EA	1,722.00
1.00	Sftwr Maint Agrmt-Unity HPM Hardware Programming Manager	10762.500000	EA	10,762.50
1.00	Sftwr Maint Agrmt-Unity IVIM Ivotronic Image Manager	2587.730000	EA	2,587.73

0 USD .00
 .00
 .00

.00
 FREIGHT DISCOUNT .00
 SHIPPING & HANDLING 20,991.61
 TOTAL USD

INVOICE NO.	ACCOUNT NO.	AMOUNT
917467	110164	20,991.61 USD

Election Systems & Software

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
 THANK YOU!

ABA Routing No: 071000039
 Account No: 5800923558

TX TX1

**AGENDA ITEM****December 22, 2014**

Consider and possibly approve an Order for the reappointments of Doug Harvill – and Mike Douget Commissioner Eddie Arnold appointments as Commissioners of Jefferson County Emergency Services District No. 3. (Places 1 and 3 to each serve 2 year terms)

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300
BEAUMONT, TEXAS 77706
TELEPHONE: (409) 833-9182
TELEFAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

December 12, 2014

Via Email

The Honorable Jeff Branick
County Judge
Jefferson County, Texas
P. O. Box 4025
Beaumont Texas 77704

Via Email

The Honorable Eddie Arnold
Commissioner, Precinct 1
Jefferson County, Texas
1145 Pearl Street, 4th Floor
Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 3; Re-Appointment of Commissioners with Expiring Terms of Office; B&O File No. 86971.

Dear Judge Branick and Commissioners,

We are writing today to request that the Jefferson County, Texas Commissioners' Court ("Commissioners' Court") re-appoint the Jefferson County Emergency Services District No. 3 ("JCESD No. 3") Commissioner Places 1 and 3, namely Doug Harvill (Secretary) and Mike Doguet (Assistant Treasurer), whose terms of office are set to expire on January 1, 2015.

Both of these individuals continue to meet the qualifications set forth in Section 775.034(a) of the Texas Health and Safety Code, and both have expressed their willingness and desire to continue serving as JCESD No. 3 Commissioners. If re-appointed, these Commissioners' new term would begin on January 1, 2015 and expire on January 1, 2017. See Tex. Health & Safety Code § 775.034(b).

Accordingly, we are requesting that the Commissioners' Court place the following item its next meeting agenda:

- Consider and possibly approve the re-appointment of JCESD No. 3 Commissioner Places 1 and 3, with each to serve a two-year term of office beginning on January 1, 2015 and expiring on January 1, 2017.

BENCKENSTEIN & OXFORD, L.L.P.

December 12, 2014

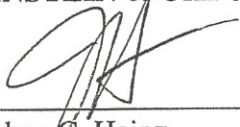
Page - 2 -

Thank you for your consideration of this request, and if you have any questions relating to this request or any other matters, please do not hesitate to contact me.

With best regards, I remain,

Very truly yours,

BENCKENSTEIN & OXFORD, L.L.P.

By: 
Joshua C. Heinz

JCH/jcr

cc: **Via Email**
Fred Jackson
County Judge's Office
P. O. Box 4025
Beaumont Texas 77704

Via Email
JCESD No. 3
Board of Commissioners
Doug Saunders, District Chief



STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**AN ORDER SETTING THE TERMS FOR COMMISSIONERS OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT
PLACES 1 AND 3**

WHEREAS, Sec. 775.034 of the Texas Health and Safety Code establishes the terms of the Commissioners of the Jefferson County Emergency District No. 3; and

WHEREAS, two Commissioners of the Jefferson County Emergency Services District No. 3 are each serving 2-year terms which expire; and

WHEREAS, it is necessary to appoint Commissioners to Places 1 and 3.

IT IS HEREBY ORDERED that the Commissioners of Jefferson County Emergency Services District shall be:

Place 1 – Doug Harville, Secretary; 2 year term

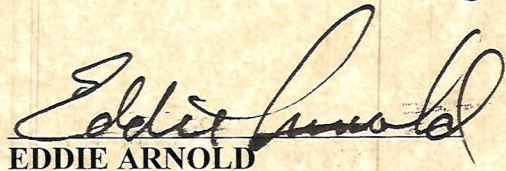
Place 3 – Mike Douget, Assistant Treasurer; 2 year term

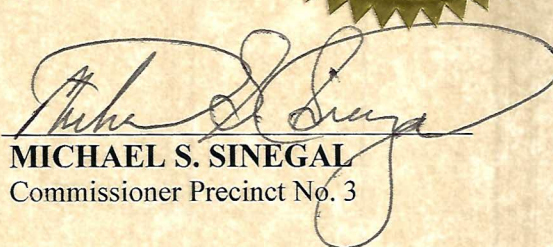
The terms of these Commissioners will begin January 1, 2015 and expire January, 2017.

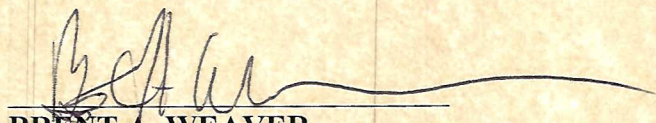
SIGNED this 22nd day of December, 2014.


JUDGE JEFF R. BRANICK
County Judge




EDDIE ARNOLD
Commissioner Precinct No. 1


MICHAEL S. SINEGAL
Commissioner Precinct No. 3


BRENT A. WEAVER
Commissioner Precinct No. 2

ABSENT
EVERETTE D. ALFRED
Commissioner Precinct No. 4

**AGENDA ITEM****December 22, 2014**

Consider and possibly approve an Order for the reappointments of Charlie Reneau- Judge Jeff Branick appointment and Sandra Melton- Commissioner Brent Weaver's appointment as Commissioners of Jefferson County Emergency Services District No. 4. (Places 2 and 4 to each serve 2 year terms)

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300
BEAUMONT, TEXAS 77706
TELEPHONE: (409) 833-9182
TELEFAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

December 16, 2014

Via Email

The Honorable Jeff Branick
County Judge
Jefferson County, Texas
P. O. Box 4025
Beaumont Texas 77704

Via Email

The Honorable Michael "Shane" Sinegal
Commissioner, Precinct 3
Jefferson County, Texas
525 Lakeshore Drive
Port Arthur, Texas 77640

Via Email

The Honorable Eddie Arnold
Commissioner, Precinct 1
Jefferson County, Texas
1145 Pearl Street, 4th Floor
Beaumont, Texas 77701

Via Email

The Honorable Everette D. "Bo" Alfred
Commissioner, Precinct 4
Jefferson County, Texas
P. O. Box 4025
Beaumont, Texas 77704-4025

Via Email

The Honorable Brent Weaver
Commissioner Precinct 2
Jefferson County, Texas
7759 Viterbo Road
Beaumont, Texas 77705

Re: Jefferson County Emergency Services District No. 4
Re-Appointment of ESD Commissioners with Expiring Terms of Office
B&O File No. 87102.

Dear Judge Branick and Commissioner,

We are writing today to request that the Jefferson County, Texas Commissioners' Court ("Commissioners' Court") re-appoint the Jefferson County Emergency Services District No. 4 ("JCESD No. 4") Commissioners serving in Places 2 and 4, namely Charlie Reneau (Place 2, Vice President) and Sandra Melton (Place 4, Treasurer), whose initial one-year terms of office are set to expire on January 1, 2015.¹

¹ The places and initial terms of office for the JCESD No. 4 Commissioners were established by the Commissioners' Court at its December 9, 2013 regular meeting pursuant to and in accordance with Section 775.034(c) of the Texas Health and Safety Code.

BENCKENSTEIN & OXFORD, L.L.P.

December 16, 2014

Page - 2 -

Both Commissioners continue to meet the qualifications set forth in Section 775.034(a) of the Texas Health and Safety Code, and both have expressed their willingness and desire to continue serving as JCESD No. 4 Commissioners. If re-appointed, these Commissioners' new two-year terms would begin on January 1, 2015 and expire on January 1, 2017. See Tex. Health & Safety Code § 775.034(b).

Accordingly, we are requesting that the Commissioners' Court place the following item its next meeting agenda:

- Consider and possibly approve the re-appointment of JCESD No. 4 Commissioners serving in Place 2 (Charlie Reneau) and Place 4 (Sandra Melton), with each to serve a two-year term of office beginning on January 1, 2015 and expiring on January 1, 2017.

Thank you for your consideration of the foregoing request, and if you have any questions relating to this request or any other matters concerning JCESD No. 4, please do not hesitate to contact me.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____

Joshua C. Heinz

JCH/jcr

cc: **Via Email**
Fred Jackson
County Judge's Office
P. O. Box 4025
Beaumont Texas 77704

Via Email
Board of Commissioners
JCESD No. 4



STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**AN ORDER SETTING THE TERMS FOR COMMISSIONERS OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
PLACES 2 AND 4**

WHEREAS, Sec. 775.034 of the Texas Health and Safety Code establishes the terms of the Commissioners of the Jefferson County Emergency District No. 3; and

WHEREAS, two Commissioners of the Jefferson County Emergency Services District No. 4 are each serving initial 1-year terms which expire; and

WHEREAS, it is necessary to appoint Commissioners to Places 2 and 4.


IT IS HEREBY ORDERED that the Commissioners of Jefferson County Emergency Services District shall be:

Place 2 - Charlie Reneau; 2 year term

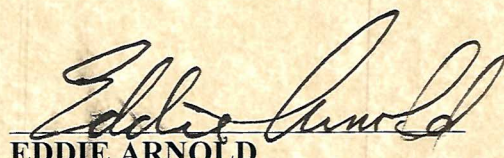
Place 4 - Sandra Melton; 2 year term


The terms of these Commissioners will begin January 1, 2015 and expire January, 2017.

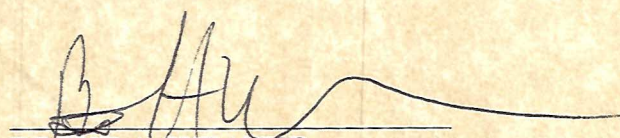
SIGNED this 22nd day of December, 2014.


JUDGE JEFF R. BRANICK
County Judge




EDDIE ARNOLD
Commissioner Precinct No. 1


MICHAEL S. SINEGAL
Commissioner Precinct No. 3


BRENT A. WEAVER
Commissioner Precinct No. 2

// Absent
EVERETTE D. ALFRED
Commissioner Precinct No. 4

**AGENDA ITEM****December 22, 2014**

Consider, possibly approve and authorized the County Judge to execute and Amended Operations and Management Agreement between Jefferson County and FMMS Holdings of Texas, LLC for the operation of the morgue.

AMENDED OPERATIONS AND MANAGEMENT AGREEMENT
for the
Jefferson County Morgue

This Amended Operations and Management Agreement for the Jefferson County Morgue (the "Agreement") is made as of the ____ day of January, 2015 (the "Effective Date"), by and between **FMMS HOLDINGS OF TEXAS, LLC**, a Tennessee Limited Liability Corporation (Contractor") and **JEFFERSON COUNTY, TEXAS** ("County"), a political subdivision of the State of Texas, upon the terms, conditions and provisions herein set forth.

WITNESSETH

WHEREAS, County owns a morgue facility located at 5030 Highway 69 South, Beaumont, Texas 77705 (the "Morgue"); and,

WHEREAS, County desires and has the authority to enter into a contract with Contractor to operate and manage the Morgue in compliance with all applicable federal, state and local laws and ordinances; and

WHEREAS, the original agreement was executed by the parties when Contractor operated under the name of Forensic Medical Management Services of Texas, P.A. but has since changed its entity name to FMMS HOLDINGS OF TEXAS, LLC and both the County and Contractor desire that this agreement correctly state the proper name of Contractor.

NOW THEREFORE, in consideration of the mutual rights, duties, benefits and obligations herein exchanged, the parties hereto covenant, agree and bind themselves as follows:

ARTICLE 1.
Purposes

1.1 Contractor shall provide all materials, supplies and personnel necessary for the operation, maintenance and management of the Morgue for County. Without limiting the generality of the foregoing, Contractor shall receive, supervise and perform autopsies and related forensic services for each deceased person that is delivered to the Morgue and for which an autopsy is requested by County or its authorized agent (each a "Jefferson County Case"). Contractor shall provide, at its sole expense, all supplies necessary for the operation of the Morgue; *provided, however*, Contractor may use any existing inventory and supplies currently located at the Morgue without payment of any compensation to County. For each autopsy performed by Contractor for or on behalf of County, Contractor will provide testimony in Jefferson County cases at no additional charge.

1.2 Contractor shall manage and supervise the Morgue in compliance with all local, State and Federal laws, rules, regulations and orders and shall document such compliance at the beginning of each fiscal year.

1.3 Contractor will be permitted to operate under the business name "Jefferson County Morgue".

ARTICLE 2. Term

2.1 This Agreement is effective on and shall commence on the Effective Date forth in the initial paragraph of this Agreement. The original term of this Agreement shall be five (5) years from the Effective Date (the "Term"). Upon expiration of the original Term, Contractor shall have an option to renew this Agreement for an additional term of five (5) years (the "Renewal Term"), which option must be exercised by Contractor by giving County written notice of its intent to exercise the option at least 180 days prior to expiration of the original Term,

2.2 County may unilaterally terminate this Agreement at any time only for reason of Contractor's default under this Agreement and Contractor's failure to cure such default within sixty (60) calendar days after County provides Contractor with written notice of default. If Contractor fails to cure such default within such 60-day period, then County may terminate this Agreement and County may pursue a claim against Contractor and recover all damages incurred as a result of Contractor's default.

2.3 Contractor may unilaterally terminate this Agreement at any time only for reason of County's default under this Agreement and County's failure to cure such default within sixty (60) calendar days after Contractor provides County with written notice of default. If County fails to cure such default within such 60-day period, then Contractor may terminate this Agreement and Contractor may pursue a claim against County and recover damages incurred as a result of County's default.

ARTICLE 3. Compensation

3.1 In consideration for the services to be provided by Contractor to County pursuant to this Agreement, County agrees to pay Contractor the following compensation:

- a. The exclusive right to use the Morgue facility for the purpose of performing usual and customary autopsy services for County, other governmental entities and private persons with whom Contractor may from time to time agree.
- b. A professional fee for each autopsy performed by Contractor for or on behalf of County (the "Professional Fee"). The Professional Fee shall be paid monthly by County on or before the twentieth (20th) day of each month based on the number of autopsies performed by Contractor in the preceding month. The amount of the Professional Fee shall be equal to ZERO DOLLARS (\$0.00) for each autopsy performed by Contractor for or on behalf of County until Contractor has performed a total of four (4) autopsies each calendar month during the term of this Agreement. Thereafter, the Professional Fee for the remainder of that month shall automatically increase to and shall be equal to the sum of \$1,500.00 for each

autopsy performed for County for calendar year 2012. For calendar year 2014 the fee was, by agreement, \$1,600.00; and for calendar year 2015, the fee will be \$1,6500.00. The parties will renegotiate the fee for any subsequent calendar years.

3.2 Contractor shall submit to County, no later than the seventh (7th) day of each month, a statement showing the total number of autopsies performed by Contractor for or on behalf of County for the prior month. Contractor shall furnish to County photocopies of any supporting documentation requested by County.

3.3 If Contractor exercises its right to renew this Agreement pursuant to Section 2.1, then Contractor and County shall negotiate in good faith an appropriate increase or decrease in the Professional Fees payable by County hereunder during the Renewal Term. If Contractor and County are not able to reach an agreement on the amount of the increase then Contractor may, at its option, elect to terminate the remainder of the Renewal Term upon giving County sixty (60) days written notice

3.4 In addition to performing autopsies and providing forensic services for and on behalf of the County, Contractor may perform autopsies and provide forensic services for any other governmental entity and/or third party (the "Ancillary Services"), on such terms and conditions and for such compensation as Contractor may determine in its discretion. All compensation, fees and revenues charged and received by Contractor for performing Ancillary Services shall belong solely to Contractor.

ARTICLE 4. Contractor's Duties

4.1 Contractor, with County's assistance, as requested, shall obtain and maintain all of the proper and required local, State and federal permits, licenses and certifications necessary for the Morgue. Contractor shall maintain such certifications as required by law.

4.2 Notwithstanding anything contained herein to the contrary, County shall have no liability for any employees, agents, subcontractors or assigns of Contractor. If Contractor engages the services of any subcontractor in the performance of Contractor's duties under this Agreement, Contractor shall not be relieved of any of its obligations set forth herein. Contractor shall bind each subcontractor to the terms of this Agreement as applicable to the subcontractor's work, and shall require that each subcontractor perform its work in conformance with the terms and conditions of this Agreement.

4.3 Contractor shall indemnify and hold County and its officials, officers, and employees, harmless from all cost, claims, expenses (including attorney's fees and court costs) and liabilities whatsoever that may be incurred as a result of or arise from any and all acts done or omitted to be done by Contractor or its employees, agents or subcontractors and assigns of Contractor, in connection with services performed or to be performed under this Agreement.

4.4 The interviewing, hiring, training, assignment, certification, control, management, compensation, benefits, promotion and termination of all members of Contractor's administration and staff shall be the sole responsibility and obligation of Contractor.

4.5 Contractor is associated with County for the purposes and to the extent set forth in this Agreement for the performance of operations and management services for the Morgue only. Contractor is and shall be an independent contractor and, subject to the terms of this Agreement, shall have the sole and exclusive right to supervise, manage, operate, control, and direct the performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent, or otherwise to create any liability for County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor. Contractor shall be solely liable for payment of all federal income, FICA, and other taxes owed or claimed to be owed by Contractor, arising out of this Agreement.

4.6 Contractor shall not alter, change or add to the Morgue without the prior written consent of County, which consent shall not be unreasonably withheld. In addition, any alterations, additions, improvements and fixtures made or placed by Contractor in or to the Morgue shall, upon the expiration or termination of this Agreement, belong to County without any compensation to Contractor. Any equipment and personal property of Contractor now or hereafter located, placed or installed in or at the Morgue may be removed by Contractor at any time during or at the expiration or termination of this Agreement. Any equipment or personal property which is paid for by County will remain at the Morgue at the termination of the contract.

ARTICLE 5.

Utilities, Insurance, Maintenance and Repairs

5.1 County shall pay and discharge when due all real property and *ad valorem* taxes and assessments that are levied on or assessed against the Morgue. Contractor shall be responsible for paying any and all *ad valorem* taxes assessed against Contractor's personal property located on or about the Morgue,

5.2 Contractor shall provide for necessary electrical service, garbage service and all other utilities and services used on or in connection with the Morgue throughout the term of this Agreement. Contractor shall also pay for the cost of long distance telephone service at the Morgue.

5.3 County shall be responsible for maintaining fire and casualty insurance on the Morgue in an amount determined by County for County's protection the proceeds of all of which insurance shall be paid solely to County. Contractor shall be solely responsible for obtaining any fire and casualty insurance desired by Contractor to protect its interest in the Morgue and in Contractor's personal property located in and about the Morgue.

5.4 Contractor shall, at Contractor's sole expense, at all times during the term of this Agreement maintain comprehensive general commercial public liability insurance with limits of not less than \$500,000 *per* occurrence and \$1,000,000 in the aggregate, insuring against claims

for bodily injury, death and property damage occurring upon, in or about the Morgue. Such policy of insurance shall include an endorsement naming County an additional named insured and shall provide that such policy shall not be canceled or materially changed without giving at least thirty (30) days' prior written notice to County.

5.5 County shall maintain and make all necessary repairs to the Morgue, including the building and all equipment that is attached as a fixture to the building, other than repairs arising as a result of Contractor's gross negligence or intentional acts. Without limiting the generality of the foregoing, County shall:

- A. Maintain all interior walls and ceilings, window glass, doors, electrical fixtures, and plumbing fixtures in good repair.
- B. Maintain grounds of the Morgue including mowing, trimming, watering of plants and lawn to maintain a good cosmetic appearance of the grounds.
- C. Maintain the heating, ventilating and air conditioning system for the Morgue and make quarterly inspections of and change the filters on the system.
- D. Contractor shall maintain and pay for all repairs to any equipment and personal property located in and about the morgue that does not constitute a fixture to realty. Further, Contractor shall be responsible for providing, at Contractor's sole cost and expense, all usual, customary and sanitary janitorial and maintenance services as well as insect and rodent extermination services. All such services shall be performed at such intervals as are necessary to maintain the building in first class condition.

5.6 County will provide and pay for all transportation for Jefferson County Cases, and County's Sheriff Office will provide Contractor with access and entrance into the Morgue after business hours.

5.7 Contractor shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, mechanic or materialmen's lien, charge, encumbrance or claim on or with respect to the Morgue. Contractor shall promptly take such action as may be necessary to discharge or remove any such mortgage, pledge, lien, mechanic or materialmen's lien, charge, encumbrance or claim if the same shall arise as a result of the actions of Contractor. If Contractor does not discharge the lien or encumbrance within thirty (30) days after County has provided Contractor written notice of the existence of the lien or encumbrance, County may discharge the same and Contractor shall promptly reimburse County for any expense incurred by it in order to discharge or remove the mortgage, pledge, lien, mechanic or materialmen's lien, charge, encumbrance or claim.

ARTICLE 6.

Operating Procedures and Standards

Contractor shall prepare, adopt, and maintain a Procedures Manual for the operation of the Morgue so as to assure that the Morgue is operated fully in accordance with State and other applicable laws. Contractor shall, from time to time, make such modifications and corrections in

the Procedures manual as are necessary to keep the Morgue in compliance with such laws, regulations and standards.

ARTICLE 7.

Exclusivity

This Agreement shall be an exclusive contract with Contractor and so long as this Agreement remains in effect County shall obtain all autopsies, forensic and related services exclusively from Contractor.

ARTICLE 8.

Additional Provisions and Specific Performance

8.1 In the event of the occurrence of any damage to or loss of the Morgue that materially affects the continued operation of the Morgue, Contractor shall immediately notify County of such loss or damage. To the extent such loss or damage prevents either party from performance of any or all of its obligations herein, such party's performance shall be excused until such loss or damage is repaired to enable performance of such obligations. If insurance proceeds are available, County shall promptly proceed to obtain such funds and to use same to repair and reconstruct the Morgue in consultation with Contractor. County has no obligation to appropriate funds for this purpose except for insurance proceeds received therefore. If Contractor and County mutually determine that the damage is too extensive to repair or reconstruct and County decides not to rebuild or restore the Morgue, this Agreement shall terminate immediately upon such determination.

8.2 In the event a dispute arises between County and Contractor regarding this Agreement or any of the provisions hereof, County and Contractor shall be required to continue performance of their respective obligations during the pendency of any such dispute. Contractor shall continue to receive payments due to it and County shall continue to perform under this Agreement in a timely manner as set forth in this Agreement. Likewise, Contractor shall continue to perform its obligations in accordance with the terms of this Agreement notwithstanding the existence of any dispute between the parties. Both County and Contractor shall have the right to compel specific performance by the other party of its respective contractual obligations and to institute any legal action necessary to compel such specific performance.

ARTICLE 9.

Dispute Resolution Procedures

9.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any and all suits to enforce this Agreement shall be maintained in a court of competent jurisdiction located in Jefferson County, Texas.

9.2 The parties consent to personal and subject matter jurisdiction and venue in Jefferson County, Texas, where exclusive jurisdiction and venue shall exist with respect to any dispute, litigation, arbitration proceeding or other controversy arising between the parties in connection with any matter relating to or arising from the subject matter of this Agreement. Any dispute or controversy between the parties to this Agreement involving the construction or

application of any of the terms, covenants or conditions of this Agreement or involving the breach or performance of this Agreement shall, on the written request of any party, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the then-current rules of the American Arbitration Association.

**ARTICLE 10.
Non-Discrimination**

Contractor shall not discriminate against any employee, inmate, or subcontractor with regard to race, color, handicap, religion, sex, national origin or age.

**ARTICLE 11.
Legal Construction**

In case any one or more of the provisions contained in the Agreement shall, for any reason, be held invalid, illegal or unenforceable, and such is not a material provision, such validity, illegality or unenforceability shall not effect any other provision hereof.

**ARTICLE 12.
Amendments**

This Agreement may be amended only in writing, with such written instrument approved and executed by both County and Contractor.

**ARTICLE 13.
Execution Authority**

13.1 By his or her signature below, each signatory individually certifies that he or she is the properly authorized agent or officer of the applicable party hereto and has the necessary authority to execute this Agreement on behalf of such party and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

13.2 County has complied with all open meeting laws, all public contracting laws and all other state and federal laws necessary to make this Agreement effective.

**ARTICLE 14.
Entire Agreement and Notice**

14.1 This Agreement constitutes the sole and only Operations and Management Agreement of the Parties hereto and merges and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. This Agreement shall inure to the benefit of and shall be binding upon Contractor and County and their respective successors and assigns, as ant to the extent that assignments are permitted under this Agreement.

14.2 This Agreement will not become valid or enforceable until the date of the final signature set forth below. The Agreement may be executed in any number of counterparts, each

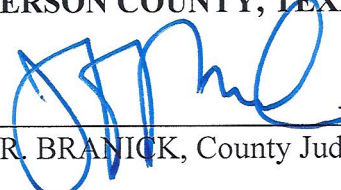
of which shall be deemed an original, and all of which shall constitute one agreement. Execution of this Agreement and delivery by facsimile transmission shall be binding on the parties hereto,

14.3 All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the earlier of (i) delivery or (ii) three (3) days following deposit in the United States mail in certified or registered form with postage fully prepaid to the addresses set out below. The respective addresses for Contractor and County are as stated beneath their signatures below. Contractor and County, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective as of January 1, 2015

JEFFERSON COUNTY, TEXAS

FMMS HOLDINGS OF TEXAS, LLC.

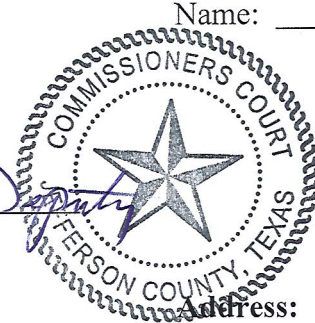
By: 
JEFF R. BRANICK, County Judge

By: _____

Name: _____

ATTEST:


County Clerk



Address:

Address:

1149 Pearl St., Fourth Floor
Beaumont, TX 77701 ,

FMMS HOLDINGS OF TEXAS, LLC
850 R.S. Gass Boulevard
Nashville, Tennessee 37216

**AGENDA ITEM****December 22, 2014**

Receive and file executed GLO Contract 13-242-000-7440, CEPRA No. 1530, Amendment No. 1. (Texas Coastal Management Program).

108
RECEIVED
DEC 16 2014



Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.475.4308 – scottie.aplin@glo.texas.gov

TRANSMITTAL OF DOCUMENTS – DECEMBER 8, 2014

The Honorable Jeff Branick
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

RE: GLO CONTRACT NO. 13-242-000-7440, CEPRA No. 1530, AMENDMENT No. 1

Dear Judge Branick:

Enclosed concerning the GLO document referenced above is one fully-executed document for your files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 475-4308 or by email at scottie.aplin@glo.texas.gov.

Best regards,

A handwritten signature in cursive script, appearing to read "Susan Lupton Harris".

For

Scottie C. Aplin
Staff Attorney
GLO Legal Services Division

enclosure



**SUBRECIPIENT GRANT AGREEMENT
CEPRA PROJECT NO. 1530
GLO CONTRACT NO. 13-242-000-7440
AMENDMENT NO. 1**

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

The **GENERAL LAND OFFICE** ("GLO") and **JEFFERSON COUNTY** ("Subrecipient"), each a "Party" and collectively "the Parties," Parties to that certain Texas Coastal Management Program ("CMP") Cycle 17 grant subaward effective on October 1, 2012, and denominated GLO Contract No. 13-242-000-7440, (the "Contract"), as amended, now desire to further amend the Contract.

WHEREAS, an audit identified an incomplete funding description in the contract; and

WHEREAS, the revision to the Contract will result in no additional encumbrance of grant funds;

NOW, THEREFORE, the Parties hereby agree to amend and modify the Contract as follows:

1. **SECTION 4.02** of the Contract, **CEPRA ACCOUNT**, is here retitled as "**CEPRA ACCOUNT AND OTHER FUNDING SOURCES**" and amended and modified by adding the following funding statement:

"An additional **Two MILLION DOLLARS (\$2,000,000.00)** will be contributed to the project as provided for under U.S. Fish and Wildlife Financial Assistance Award F12AF01312."

2. This Amendment No. 1 shall be effective as of May 3, 2013.
3. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
GLO CONTRACT NO. 13-242-000-7440

GENERAL LAND OFFICE



Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 12/5/14

JEFFERSON COUNTY



By: JEFF R. BRANICK
Title: COUNTY JUDGE

Date of execution: Dec. 1, 2014

DS SSX LEGAL AH

PM MAN KZ

Deputy Hsy

AGC CW

GC WV



**AGENDA ITEM****December 22, 2014**

Receive and file executed Meter Pump Easement from Jefferson County, Texas to the City of Port Arthur, Texas for Walter Umphrey State Park, Mesquite Point.

DELORIS "BOBBIE" PRINCE, MAYOR
DERRICK FREEMAN, MAYOR PRO TEM

COUNCIL MEMBERS:
RAYMOND SCOTT, JR.
TIFFANY HAMILTON
MORRIS ALBRIGHT III
STEPHEN A. MOSELY
WILLIE "BAE" LEWIS, JR.
ROBERT E. WILLIAMSON
KAPRINA RICHARDSON FRANK



VAL TIZENO
CITY ATTORNEY

December 16, 2014

Mr. Fred L. Jackson
Attorney to County Judge
Jefferson County, Texas
P.O. Box 4025
Beaumont, TX 77704

Dear Mr. Jackson:

Please find attached a copy of Resolution No. 14-628, which the City Council approved on December 9, 2014. Per your instructions, I have also attached the original of the Meter Pump Station Easement, which has been executed by the City of Port Arthur. It is my understanding that you will file the Easement with the County Clerk's Office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gwen", is written over the typed name.

Gwen Thibodeaux
Legal Assistant

Enclosures

P.R. No.18760
11/26/14-jt

RESOLUTION NO. 14-628

**A RESOLUTION ACCEPTING A METER PUMP
STATION EASEMENT FROM JEFFERSON
COUNTY, TEXAS, FOR THE CONSTRUCTION,
INSTALLATION, LAYING, AND MAINTAINING
OF WATER UTILITIES ON THEIR PROPERTY
AT WATER UMPHREY STATE PARK,
MESQUITE POINT, PORT ARTHUR, TEXAS**

WHEREAS, Jefferson County, Texas has approved a meter pump station easement for the Utility Operations Department, located at Water Umphrey State Park, Mesquite Point, Port Arthur, Texas; and,

WHEREAS, the City Council deems it appropriate to accept a Meter Pump Station Easement from the property owner, Jefferson County, Texas, for the construction, installation, laying, and maintenance of public water utilities under, through, and across a portion of their property in the City of Port Arthur.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

THAT, the City Manager of the City of Port Arthur is hereby authorized and instructed to execute and accept a Meter Pump Station Easement from Jefferson County, Texas, for the purpose of constructing, installing, laying, and maintaining water utilities, in substantially the same form as attached as Attachment "A"; and,

THAT, said Meter Pump Station Easement shall be filed for record in the office of the County Clerk of Jefferson County, Texas; and,

THAT, a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

P.R. No.18760

11/26/14-jt

Page 2

READ, ADOPTED AND APPROVED THIS 9th day of December, 2014,

at a Regular Meeting of the City Council of the City of Port Arthur, Texas, by the following

vote: AYES:

Mayor: Prince, Mayor Pro Tem Freeman

Councilmembers: Scott, Hamilton, Albright, Mosley,
Lewis, Williamson and Frank

NOES: none

ATTEST:

Sherri Bellard
Sherri Bellard
City Secretary

Deloris Prince
Deloris Prince
Mayor

APPROVED AS TO FORM:

Val Tizeno
Valecia Tizeno
City Attorney

APPROVED FOR ADMINISTRATION:

John A. Comeaux, P.E.
John A. Comeaux P.E.
Interim City Manager

John A. Tomplait
John A. Tomplait
Assistant Director of Utility Operations

ATTACHMENT “A”

(Easement from Jefferson County)



Engineering Department

Donald M. Rao
Director of Engineering

Steve Stafford, P.E.
Engineering Superintendent

November 25, 2014

Mr. Joe Wilson, P.E.
President
Arceneaux Wilson & Cole LLC
2901 Turtle Creek Dr., Suite 320
Port Arthur, TX, 77642

RE: Easement with City of Port Arthur
For Cheneire LNG Water Line

Joe,

Attached is the "Original" signed document for the City's signature. Please return it after they have signed it and we will have it filed in the County Clerk's Office and send everyone a copy of the filed document.

Thanks,

A handwritten signature in cursive script that reads "Donald M. Rao".

Donald M. Rao
Director of Engineering
409.835-8584
drao@co.jefferson.tx.us

**AGENDA ITEM****November 24, 2014**

Consider, possibly approve and authorize the County Judge to execute a Meter Pump Station Easement from Jefferson County, Texas to the City of Port Arthur to be located at Walter Umphrey State Park, Mesquite Point.

METER PUMP STATION EASEMENT

STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

WHEREAS, **JEFFERSON COUNTY, TEXAS**, a political subdivision of the State of Texas, whose mailing address is: 1149 Pearl St., Beaumont, Texas, as GRANTOR, for and in consideration of Ten Dollars(\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and deliver unto **THE CITY OF PORT ARTHUR, TEXAS**, a political subdivision of the State of Texas, whose mailing address is: 444 Fourth St., Port Arthur, Texas 77642, hereinafter referred to as GRANTEE, its successors and assigns, a permanent easement, from the date of execution hereof, the right to use the area described below, hereinafter referred to as a water meter pump station, for purposes of ingress and egress, on, over and through those certain lands located within the following property in Jefferson County, Texas.

Being a 0.072 acre tract of land situated in the out of the Dennis Gahagan League, Abstract 1213 Jefferson County, Texas and which is described in more particularity in Exhibits "A" and "B" attached hereto.

It is understood and agreed that this meter pump station easement does not and shall not extend generally for the use of the public, but is limited to and for the use of the GRANTEE, its successors and assigns, for its agents and employees, and for persons, firms and corporations doing work for said GRANTEE, its successors and assigns.

It is understood that this easement is given in conjunction with the pipeline easement being granted by Jefferson County, Texas to Sabine Pass Liquefaction LLC which was executed on the ____ day of _____, 2014.

GRANTEE agrees to restore the subject access route/roadway and property as is necessary to correct any damage resulting from GRANTEE'S use. Said restoration shall be to as good or better condition than pre-existed GRANTEE'S use.

GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and sub-contractors while performing its activities on or about GRANTOR'S premises.

GRANTEE, SHALL INDEMNIFY AND HOLD JEFFERSON COUNTY, TEXAS, GRANTOR, HARMLESS OF AND FROM ANY

AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S OWN NEGLIGENCE.

This grant shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, assigns, successors, executors, and legal representatives.

IN WITNESS WHEREOF, GRANTOR has executed this instrument on this the 24th day of NOVEMBER, 2014.

GRANTOR:

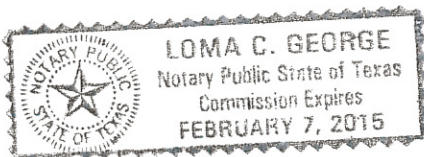
JEFFERSON COUNTY, TEXAS

By: [Signature]
Jeff R. Branick, County Judge

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

BEFORE, ME the undersigned authority, on this day personally appeared, **Jeff R. Branick, County Judge of Jefferson County, Texas**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of November, 2014.



[Signature]
Notary Public in and for the State of Texas

GRANTEE:

John A. Comeaux, P.E., Interim City Manager

STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared, **John A. Comeaux, P.E., Interim City Manager** known to me to be the person name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day
 of _____, 2014.

Notary Public - State of Texas

EXHIBIT "A"

(Metes & Bounds description by AW&C Engineers)



ARCENEAUX WILSON & COLE LLC

Engineering • Surveying • Planning

**DESCRIPTION OF A TRACT OF LAND CONTAINING 1.857 ACRES OF LAND,
MORE OR LESS, OUT OF THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123
JEFFERSON COUNTY, TEXAS
FOR A WATERLINE EASEMENT**

Being a 1.857 acres tract of land in the Dennis Gahagan League, Abstract 123, a portion of that certain tract of land (called "13.497 acres") described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 2000014412 in the Official Public Records of Jefferson County, Texas, a portion of that certain tract of land (called "2.94 acres") designated "Tract 2" and described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 9512741 in the Official Public Records of Jefferson County, Texas, and a portion of that certain tract of land (called "0.40 acre") designated "Tract 3" and described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 9512741 in the Official Public Records of Jefferson County, Texas, and being more particularly described by metes and bounds as follows:

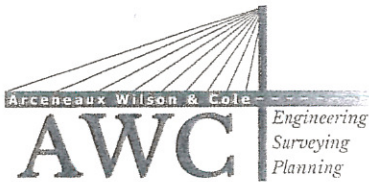
FOR LOCATIVE PURPOSES COMMENCING at a TxDoT monument found for an angle point in the south right-of-way line of Texas State Highway 82, and north line of the said 13.497 acres tract of land, the said TxDoT monument having a State Plane Coordinate value of N 13,860,347.50 and E 3,585,618.89;

THENCE North 77 deg. 22 min. 02 sec. East, along and with the said south right-of-way line of State Highway 82 and north line of the 13.497 acres tract of land, a total distance of 197.51 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for a corner and for reference, and having a State Plane Coordinate value of N 13,860,390.63 and E 3,585,811.62;

THENCE South, 49.72 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the most northerly northwest corner and **POINT OF BEGINNING** of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,340.91 and E 3,585,811.62;

THENCE East, over and across the said 13.497 acres tract of land, a total distance of 20.00 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the most northerly northeast corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,340.91 and E 3,585,831.62;

THENCE South, continuing over and across the said 13.497 acres tract of land, a total distance of 291.57 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,049.34 and E 3,585,831.62;



THENCE South 45 deg. 00 min. 00 sec. East, continuing over and across the said 13.497 acres tract of land, a total distance of 14.29 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,039.24 and E 3,585,841.72;

THENCE East, continuing over and across the said 13.497 acres tract of land, a total distance of 334.70 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,039.24 and E 3,586,176.42;

THENCE South 64 deg. 21 min. 16 sec. East, continuing over and across the said 13.497 acres tract of land, at a distance of 510.18 feet passing a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for a reference point and continuing a total distance of 610.18 feet to a point in the southeasterly line of the said 2.94 acres tract of land for the most easterly corner of the said herein described tract of land, said corner having a coordinate value of N 13,859,775.15 and E. 3,586,726.49;

THENCE South 31 deg. 06 min. 31 sec. West, along and with the said southeasterly line of the 2.94 acres tract of land, a total distance of 24.00 feet to an angle point corner in the said southeasterly line of the said 2.94 acres tract of land;

THENCE continuing along and with the said southeasterly line of the said 2.94 acres tract of land the following courses:

North 45 deg. 18 min. 32 sec. West, a total distance of 17.75 feet;

North 71 deg. 39 min. 53 sec. West, a total distance of 36.75 feet;

North 88 deg. 49 min. 23 sec. West, a total distance of 39.17 feet to a point for the most easterly corner of the herein before said 0.40 acre tract of land, an angle point corner in the said southeasterly line of the 2.94 acres tract of land and an angle point corner of the said herein described tract of land;

THENCE South 61 deg. 28 min. 12 sec. West, along and with the southeasterly line of the said 0.40 acre tract of land, a total distance of 75.23 feet to a point for a southerly corner of the said herein described tract of land, the said corner having a coordinate value of N 13,859,743.52 and E. 3,586,561.33;

THENCE North 64 deg. 21 min. 16 sec. West, over and across the said 0.40 acre tract of land and continuing over and across the said 13.497 acres tract of land, at a distance of 100.00 feet passing a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for reference point and continuing a total distance of 544.64 feet to a 1/2" steel rod with yellow plastic



cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,859,979.24 and E 3,586,070.34;

THENCE West, continuing over and across the said 13.497 acres tract of land, a total distance of 239.40 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,859,979.24 and E 3,585,830.95;

THENCE North 45 deg. 00 min. 00 sec. West, continuing over and across the said 13.497 acres tract of land, a total distance of 27.33 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,859,998.56 and E 3,585,811.62;

THENCE North, continuing over and across the said 13.497 acres tract of land, a total distance of 342.34 feet returning back to the POINT OF BEGINNING and containing 1.857 acres of land, more or less.

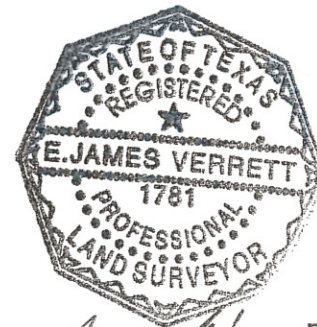
TOGETHER WITH TEMPORARY WORKSPACE EASEMENT-A containing 0.423 acre of land, more or less, and TEMPORARY WORKSPACE EASEMENT-B containing 0.549 acre of land, more or less, as indicated on the accompanying Plat.

TOGETHER WITH Park Road (to be used for non-exclusive temporary construction access)

Dimensions indicated hereon are based upon G.P.S. surveying, tied to the Trimble RTK Network, referenced to the (NAD 1983) Texas State Plane Coordinate System, South Central Zone (4204).

NOTE: See accompanying Plat.

Prepared: October 9, 2014



E. James Verrett
E. James Verrett, R.P.L.S. No. 1781

Job No. CPA-665

EXHIBIT “B”

(Drawing by AW&C Engineers)



SEE ACCOMPANYING DESCRIPTION

E. JAMES VERRETT
R.P.L.S. NO. 1781

A. TRENDAZ, WILSON & CO.
AWC Engineering
 Surveying
 Planning
 2501 Turtle Creek Drive Suite 320 • Port Arthur, TX 77642
 Office: 409-724-7088 • Fax: 409-724-1447 • www.awceng.com

4				
3				
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1				
HC	DATE	REVISION	APPROVE	
	DATE: OCTOBER 8, 2014	SCALE: 1" = 20'	DRAWN BY: EJE	
	JOB NO. P24-000A	EXAMINED BY:	CHECKED BY: EJE	



NOTES:

SEE ACCOMPANYING DESCRIPTION.

DIMENSIONS INDICATED HEREON ARE BASED UPON
C.P.S. SURVEYING, TIED TO THE TRIMBLE RITE NETWORK,
REFERENCED TO THE NAD (1983)
TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE (420+4).

LEGEND

[illegible]

ORIGINAL EASEMENT FOR

RES/ORD 14 - 628

PLEASE EXECUTE AND
RETURN TO THE CITY
SECRETARY'S OFFICE

COUNCIL MEETING
DATE: December 9, 2014

METER PUMP STATION EASEMENT

STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

WHEREAS, **JEFFERSON COUNTY, TEXAS**, a political subdivision of the State of Texas, whose mailing address is: 1149 Pearl St., Beaumont, Texas, as GRANTOR, for and in consideration of Ten Dollars(\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and deliver unto **THE CITY OF PORT ARTHUR, TEXAS**, a political subdivision of the State of Texas, whose mailing address is: 444 Fourth St., Port Arthur, Texas 77642, hereinafter referred to as GRANTEE, its successors and assigns, a permanent easement, from the date of execution hereof, the right to use the area described below, hereinafter referred to as a water meter pump station, for purposes of ingress and egress, on, over and through those certain lands located within the following property in Jefferson County, Texas.

Being a 0.072 acre tract of land situated in the out of the Dennis Gahagan League, Abstract 1213 Jefferson County, Texas and which is described in more particularity in Exhibits "A" and "B" attached hereto.

It is understood and agreed that this meter pump station easement does not and shall not extend generally for the use of the public, but is limited to and for the use of the GRANTEE, its successors and assigns, for its agents and employees, and for persons, firms and corporations doing work for said GRANTEE, its successors and assigns.

It is understood that this easement is given in conjunction with the pipeline easement being granted by Jefferson County, Texas to Sabine Pass Liquefaction LLC which was executed on the ____ day of _____, 2014.

GRANTEE agrees to restore the subject access route/roadway and property as is necessary to correct any damage resulting from GRANTEE'S use. Said restoration shall be to as good or better condition than pre-existed GRANTEE'S use.

GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and sub-contractors while performing its activities on or about GRANTOR'S premises.

GRANTEE, SHALL INDEMNIFY AND HOLD JEFFERSON COUNTY, TEXAS, GRANTOR, HARMLESS OF AND FROM ANY

AND ALL CLAIMS, SUITS, OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S OWN NEGLIGENCE.

This grant shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, assigns, successors, executors, and legal representatives.

IN WITNESS WHEREOF, GRANTOR has executed this instrument on this the 24th day of NOVEMBER, 2014.

GRANTOR:

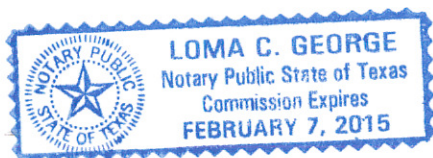
JEFFERSON COUNTY, TEXAS

By: [Signature]
Jeff R. Branick, County Judge

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

BEFORE, ME the undersigned authority, on this day personally appeared, **Jeff R. Branick, County Judge of Jefferson County, Texas**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of November, 2014.



[Signature]
Notary Public in and for the State of Texas

GRANTEE:

John A. Comeaux, P.E.
 John A. Comeaux, P.E., Interim City Manager

STATE OF TEXAS

§

§

COUNTY OF JEFFERSON

§

BEFORE ME, the undersigned authority, on this day personally appeared, **John A. Comeaux, P.E., Interim City Manager** known to me to be the person name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day
 of December, 2014.



[Signature]
 Notary Public - State of Texas

EXHIBIT “A”

(Metes & Bounds description by AW&C Engineers)



ARCENEAUX WILSON & COLE LLC

Engineering • Surveying • Planning

**DESCRIPTION OF A TRACT OF LAND CONTAINING 1.857 ACRES OF LAND,
MORE OR LESS, OUT OF THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123
JEFFERSON COUNTY, TEXAS
FOR A WATERLINE EASEMENT**

Being a 1.857 acres tract of land in the Dennis Gahagan League, Abstract 123, a portion of that certain tract of land (called "13.497 acres") described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 2000014412 in the Official Public Records of Jefferson County, Texas, a portion of that certain tract of land (called "2.94 acres") designated "Tract 2" and described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 9512741 in the Official Public Records of Jefferson County, Texas, and a portion of that certain tract of land (called "0.40 acre") designated "Tract 3" and described in that certain instrument to Jefferson County, Texas of record under Clerk's File No. 9512741 in the Official Public Records of Jefferson County, Texas, and being more particularly described by metes and bounds as follows:

FOR LOCATIVE PURPOSES COMMENCING at a TxDoT monument found for an angle point in the south right-of-way line of Texas State Highway 82, and north line of the said 13.497 acres tract of land, the said TxDoT monument having a State Plane Coordinate value of N 13,860,347.50 and E 3,585,618.89;

THENCE North 77 deg. 22 min. 02 sec. East, along and with the said south right-of-way line of State Highway 82 and north line of the 13.497 acres tract of land, a total distance of 197.51 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for a corner and for reference, and having a State Plane Coordinate value of N 13,860,390.63 and E 3,585,811.62;

THENCE South, 49.72 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the most northerly northwest corner and **POINT OF BEGINNING** of the herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,340.91 and E 3,585,811.62;

THENCE East, over and across the said 13.497 acres tract of land, a total distance of 20.00 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for the most northerly northeast corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,340.91 and E 3,585,831.62;

THENCE South, continuing over and across the said 13.497 acres tract of land, a total distance of 291.57 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,049.34 and E 3,585,831.62;

(409) 724-7888 • 2901 Turtle Creek Drive • Suite 320 • Port Arthur, Texas 77642

www.awceng.com



THENCE South 45 deg. 00 min. 00 sec. East, continuing over and across the said 13.497 acres tract of land, a total distance of 14.29 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,039.24 and E 3,585,841.72;

THENCE East, continuing over and across the said 13.497 acres tract of land, a total distance of 334.70 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,860,039.24 and E 3,586,176.42;

THENCE South 64 deg. 21 min. 16 sec. East, continuing over and across the said 13.497 acres tract of land, at a distance of 510.18 feet passing a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for a reference point and continuing a total distance of 610.18 feet to a point in the southeasterly line of the said 2.94 acres tract of land for the most easterly corner of the said herein described tract of land, said corner having a coordinate value of N 13,859,775.15 and E. 3,586,726.49;

THENCE South 31 deg. 06 min. 31 sec. West, along and with the said southeasterly line of the 2.94 acres tract of land, a total distance of 24.00 feet to an angle point corner in the said southeasterly line of the said 2.94 acres tract of land;

THENCE continuing along and with the said southeasterly line of the said 2.94 acres tract of land the following courses:

North 45 deg. 18 min. 32 sec. West, a total distance of 17.75 feet;

North 71 deg. 39 min. 53 sec. West, a total distance of 36.75 feet;

North 88 deg. 49 min. 23 sec. West, a total distance of 39.17 feet to a point for the most easterly corner of the herein before said 0.40 acre tract of land, an angle point corner in the said southeasterly line of the 2.94 acres tract of land and an angle point corner of the said herein described tract of land;

THENCE South 61 deg. 28 min. 12 sec. West, along and with the southeasterly line of the said 0.40 acre tract of land, a total distance of 75.23 feet to a point for a southerly corner of the said herein described tract of land, the said corner having a coordinate value of N 13,859,743.52 and E. 3,586,561.33;

THENCE North 64 deg. 21 min. 16 sec. West, over and across the said 0.40 acre tract of land and continuing over and across the said 13.497 acres tract of land, at a distance of 100.00 feet passing a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for reference point and continuing a total distance of 544.64 feet to a 1/2" steel rod with yellow plastic



cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,859,979.24 and E 3,586,070.34;

THENCE West, continuing over and across the said 13.497 acres tract of land, a total distance of 239.40 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,859,979.24 and E 3,585,830.95;

THENCE North 45 deg. 00 min. 00 sec. West, continuing over and across the said 13.497 acres tract of land, a total distance of 27.33 feet to a 1/2" steel rod with yellow plastic cap marked "AWC LLC" set for an angle point corner of the said herein described tract of land, said corner having a State Plane Coordinate value of N 13,859,998.56 and E 3,585,811.62;

THENCE North, continuing over and across the said 13.497 acres tract of land, a total distance of 342.34 feet returning back to the POINT OF BEGINNING and containing 1.857 acres of land, more or less.

TOGETHER WITH TEMPORARY WORKSPACE EASEMENT-A containing 0.423 acre of land, more or less, and TEMPORARY WORKSPACE EASEMENT-B containing 0.549 acre of land, more or less, as indicated on the accompanying Plat.

TOGETHER WITH Park Road (to be used for non-exclusive temporary construction access)

Dimensions indicated hereon are based upon G.P.S. surveying, tied to the Trimble RTK Network, referenced to the (NAD 1983) Texas State Plane Coordinate System, South Central Zone (4204).

NOTE: See accompanying Plat.

Prepared: October 9, 2014

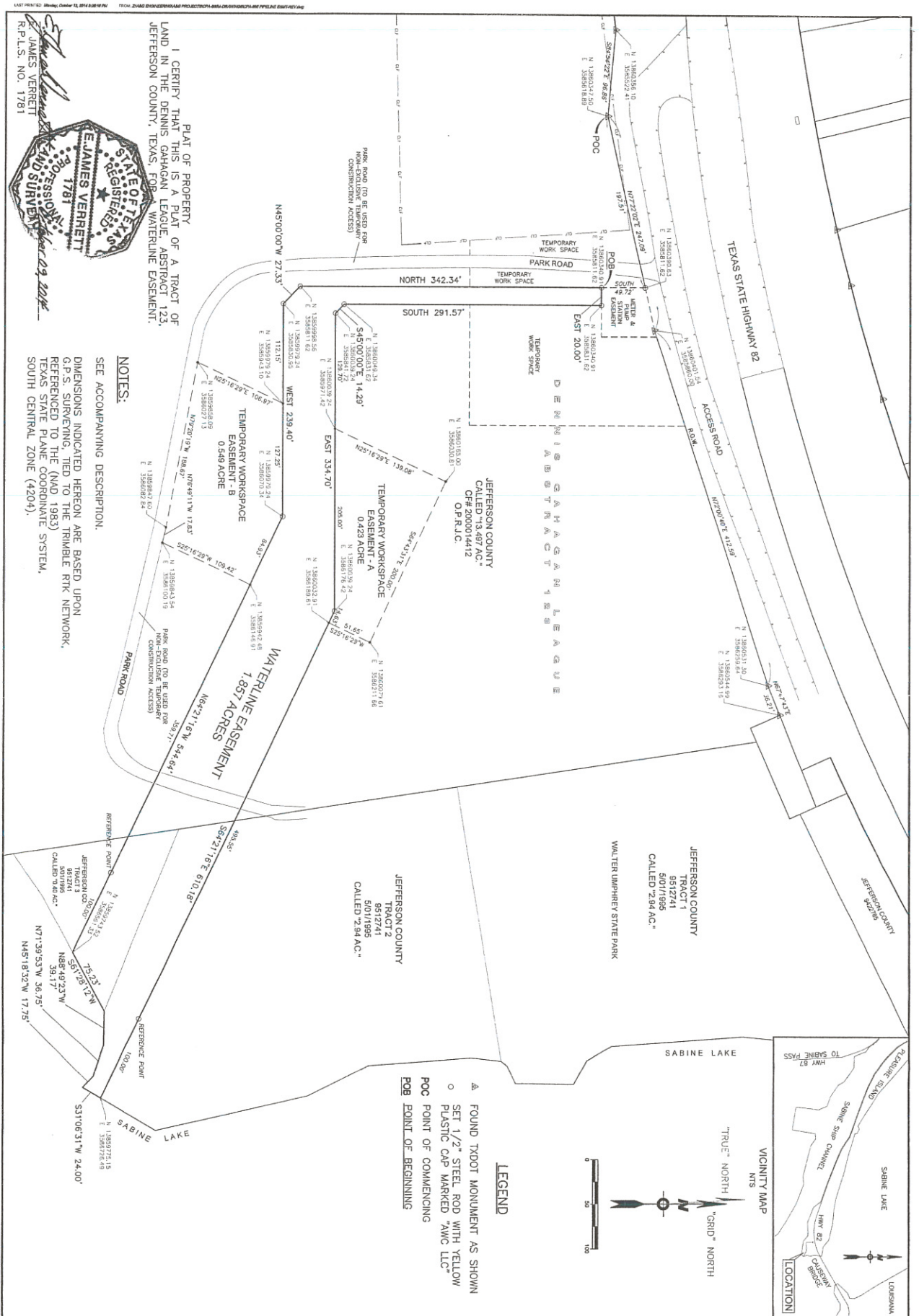


E. James Verrett
E. James Verrett, R.P.L.S. No. 1781

Job No. CPA-665

EXHIBIT “B”

(Drawing by AW&C Engineers)



PLAT OF PROPERTY
I CERTIFY THAT THIS IS A PLAT OF A TRACT OF LAND IN THE DENNIS CLARK LEASE, ABSTRACT 123, JEFFERSON COUNTY, TEXAS, FOR WATERLINE EASEMENT.

STATE OF TEXAS
REGISTERED
E. JAMES VERRETT
1781
ROBERTSON & SUTHER
October 09, 2014
R.P.L.S. NO. 1781

NOTES:
SEE ACCOMPANYING DESCRIPTION.
DIMENSIONS INDICATED HEREON ARE BASED UPON G.P.S. SURVEYING, TIED TO THE TRIMBLE RTK NETWORK, REFERENCED TO THE (NAD 1983) TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).

AWC
Engineering
Surveying
Planning

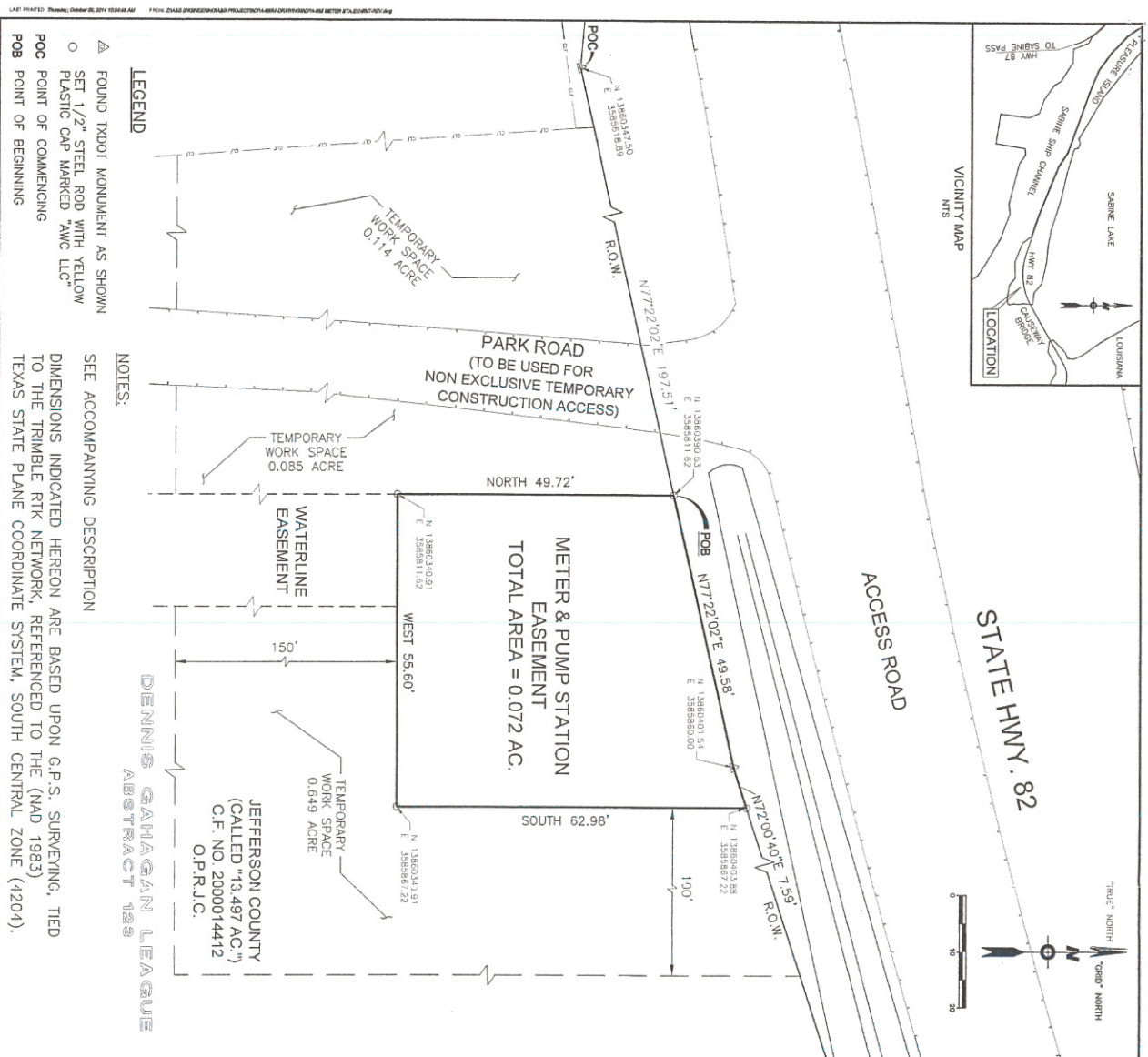
2801 Turtle Creek Drive Suite 320 • Fort Worth, TX 76104
Office: 409-724-7888 • Fax: 409-724-1442 • www.awceng.com

TEXAS REGISTERED
ENGINEER
F-5184
SURVEYING
SINCE 1983

**WATERLINE EASEMENT
SABINE PASS LIQUEFACTION, LLC
PLEASURE ISLAND
PORT ARTHUR, JEFFERSON COUNTY, TEXAS**

NO.	DATE	REVISION	SCALE	AS SHOWN	DRAWN BY	CHECKED BY	APP'D.
1	10/09/2014						
2							
3							
4							

DATE: OCTOBER 9, 2014
JOB NO.: 014-443



METES AND BOUNDS DESCRIPTION

BEING A 0.072 ACRE TRACT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123 AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND (CALLED "13.497 ACRES") DESCRIBED IN THAT CERTAIN INSTRUMENT TO JEFFERSON COUNTY, TEXAS OF RECORD UNDER CLERK'S FILE NO. 200014412 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

FOR LOCATING PURPOSES COMMENCING A TxDOT MONUMENT FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF TEXAS STATE HIGHWAY 82, A POINT OF INTERSECTION IN THE NORTH LINE OF SAID "13.497 ACRE TRACT OF LAND, SAID MONUMENT HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,347.50 AND E 3,585,618.89;

THENCE NORTH 77 DEG. 22 MIN. 02 SEC. EAST, ALONG AND WITH THE SAID SOUTH RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 197.51 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,390.63 AND E 3,585,811.62;

THENCE CONTINUING NORTH 77 DEG. 22 MIN. 02 SEC. EAST, ALONG AND WITH THE SAID RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 49.58 FEET TO A TxDOT MONUMENT FOUND FOR AN ANGLE POINT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,401.54 AND E 3,585,860.00;

THENCE NORTH 72 DEG. 00 MIN. 40 SEC. EAST, CONTINUING ALONG AND WITH THE SAID RIGHT-OF-WAY LINE, A TOTAL DISTANCE OF 7.59 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,403.88 AND E 3,585,867.22;

THENCE SOUTH, OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 82.98 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,340.91 AND E 3,585,811.62;

THENCE WEST, CONTINUING OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 55.60 FEET TO A 1/2" STEEL ROD WITH YELLOW PLASTIC CAP MARKED "AWC LLC SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID CORNER HAVING A STATE PLANE COORDINATE VALUE OF N 13,860,340.91 AND E 3,585,811.62;

THENCE NORTH, CONTINUING OVER AND ACROSS SAID 13.497 ACRES TRACT OF LAND, A TOTAL DISTANCE OF 49.72 FEET RETURNING BACK TO THE POINT OF BEGINNING AND CONTAINING A TOTAL AREA OF 0.072 ACRE OF LAND, MORE OR LESS.

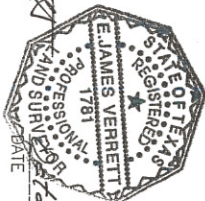
TOGETHER WITH TEMPORARY WORKSPACE EASEMENTS CONTAINING 0.649 ACRE OF LAND, 0.085 ACRE OF LAND AND 0.114 ACRE OF LAND, MORE OR LESS.

TOGETHER WITH PARK ROAD (TO BE USED FOR NON-EXCLUSIVE TEMPORARY CONSTRUCTION ACCESS).

PLAT OF PROPERTY

I CERTIFY THAT THIS IS A PLAT OF LAND IN THE DENNIS GAHAGAN LEAGUE, ABSTRACT 123, JEFFERSON COUNTY, TEXAS, FOR A METER AND PUMP STATION EASEMENT.

E. James Verrett
E. JAMES VERRITT
R.P.L.S. NO. 1781



AWC
2901 Turtle Creek Drive Suite 320 - Port Arthur, TX 77642
Office: 409-724-7888 Fax: 409-724-1447 www.aawc.com

TEKAS REGISTERED
ENGINEERING FIRM
SURVEYING FIRM
TEKAS REGISTERED
SURVEYING FIRM

METER & PUMP STATION EASEMENT
CITY OF PORT ARTHUR
JEFFERSON COUNTY, TEXAS

NO.	DATE	REVISION	APPROV.
1			
2			
3			
4			

DATE: OCTOBER 9, 2014
SCALE: 1" = 20'
JOB NO.: CPA-685
DRAWN BY: BAE
CHECKED BY: EAV

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }

HANGAR #5 / OFFICE SPACE
LEASE AGREEMENT

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and KUSA Aviation, LLC, doing business in the State of Texas, made and entered into this 22nd day of December, 2014.

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS, KUSA Aviation, LLC, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter a Hangar/Office Rental Agreement with the Lessor for the purpose of leasing a hangar and office space with the understanding that the scope of business operations permitted by this agreement is limited to a "Limited" FBO, including, but not limited to aircraft services including aircraft storage, aircraft maintenance, flight training, and an office. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises.** Lessor hereby leases to the Lessee exclusive space as depicted on the attached Exhibit "A" for the operation of a "Limited" FBO, including, but not limited to aircraft services including aircraft storage, aircraft maintenance, flight training, hangar space and an office. The space is more fully described as follows:
2. **Rate.** For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "Hangar 5" containing 15,600 square feet, more or less, of hangar space at a rate of \$2.52 annually per sqft (\$3,276.00/month), 1,200 square feet, more or less, of office space at a rate of \$11.40 annually per sqft (\$1,140.00/month), and 2,200 square feet, more or less, of storage space at a rate of \$2.40 annually per sqft (\$440.00/month), for a total rental rate of \$4,856.00 per month.
3. **Terms.** This agreement shall become effective January 1st, 2015, and shall be for a ten (10) year period with the option of extending for an additional five (5) year period; however, at the end of any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's use.
4. **Rentals.** Lessee covenants and agrees to pay to Lessor rental, when due, as described in section 2

above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, the State of Texas, the Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the airfield, hangar and office space, its use or occupancy.

5. **Due Date.** All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall be assessed a **\$50.00** late fee.
6. **Taxes.** Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.
7. **Prohibited Uses.** Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for any other activity except as expressly provided in this agreement. Lessee shall not install and operate its own fueling facility for any purpose, sell fuel to the public, or operate a fueling operation as a fixed base operator in competition with the Lessor or any other fixed base operator approved by the Lessor. Lessee shall not allow its employees or any other person to use the demised premises as a residence. Lessee shall not allow its employees or any other person to use the demised premises for the storage of vehicles or personal property not associated with its business activities.
8. **Fueling.** Lessor acknowledges lessee provides fuel to lessee's tenants and clients. Lessee assures Lessor that the fuel provided will be on a cost pass-through basis only and that no fuel mark-up will be assessed. Lessee shall be able to assess facility or services fees as necessary, but must make a clear distinction between fuel and other fees. Lessee acknowledges that discounts are available to airport based tenants defined as a tenant who has a direct hangar rental agreement with either the airport or other airport tenants.
9. **Utilities.** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities associated with the use of the leased space.
10. **Lessor's Responsibilities.** Lessor shall, at its expense and risk, perform corrective-maintenance on the HVAC system; maintain the roof, foundation, exterior walls and weight-bearing interior walls, (excluding windows, window glass, and plate glass.) Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.
11. **Lessee's Responsibilities.** By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, including the hangar, office, and common area, and accepts the same in an "as is" condition. Lessee shall, at its own expense and risk, maintain the exclusive space,

including interior walls, floors, ceiling, doors, light fixtures and shall be responsible for painting and repairing the exclusive space, including preventative-maintenance and minor repairs to the HVAC system. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and electrical fixtures necessitated by alterations to the exclusive space made by Lessee. Lessee shall be solely responsible for the risk of loss of all contents owned by Lessee or Lessee's Tenants.

12. **Janitorial Service.** Lessee shall provide its own janitorial service as needed.
13. **Alterations.** Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Director of Lessor.
14. **Condition and Surrender.** Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section 1 and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.
15. **Hold Harmless.** Lessee shall indemnify and hold harmless Lessor of and from any and all claims, whether in contract or in tort, statutory or at common law, and from each and every claim, loss or demand of whatever nature, made by or on behalf of any third person or persons arising out of Lessee's use and occupation of the premises or operations on airport property, whether due to sole negligence of Lessee or whether due to the joint or concurrent negligence of Lessor and Lessee.
16. **Relationship of Parties.** It is expressly understood and agreed that Lessor shall, under no circumstances, be considered a bailee of Lessee's property, real or personal, during the term of this agreement or upon expiration or cancellation hereof. Further, Lessor shall not be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport premises except to the extent liability therefore can be proven pursuant to an exception to sovereign immunity under the Texas Tort Claims Act. Any item(s) of personal property annexed to the realty to the extent that such property becomes "fixture(s)" shall, at the expiration or cancellation of this lease, become the property of Lessor.
17. **Events of Default.** If Lessee shall allow the rent to be in arrears more than three (3) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of three (3) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or by operation of law in any manner whatsoever, then any of such events shall be deemed to be an event of default by Lessee under this lease. Upon the breach of any term

or condition of this Agreement by Lessee, Jack Brooks Regional Airport shall have all rights and remedies available at law and equity, up to and including immediate termination of this Agreement. In the event this Agreement is terminated for any reason including Lessee's default, failure to comply with applicable statutes, ordinances and regulations; or expulsion from Airport, there will not be any refund of any fees paid to Jack Brooks Regional Airport by Lessee. Further, any obligation of Lessee to pay under this Agreement shall survive termination.

18. **Remedies.** Upon the occurrence of any event of default specified in Section 17 hereof, Lessor shall have the option to pursue any remedy allowed by law and may, without further notice or demand terminate this lease in which event Lessee shall immediately surrender the premises to Lessor.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.

19. **Cancellation.** Lessor shall have the right, in the event Lessor requires the premises for expansion or development of the Airport, to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than six (6) months' written notice to Lessee of its intent to cancel this lease.

- a. For purposes of this section, cancellation may occur in the event required expansion or development is significant in size and scope it directly impacts the Premises and any or all other facilities in the immediate vicinity of the Premises. In the event such cancellation occurs, Lessor agrees to make reasonable efforts to negotiate relocation options with Lessee on another area of Airport property.
- b. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation.
- c. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be

construed to be a tenant at will of Lessor.

20. **Assignment**. Lessee agrees not to assign or sublease the premises leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees or wholly owned or controlled subsidiaries, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent, which will not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein permitted. Lessor acknowledges renting hangar space is a necessary part of Lessee's business operation, and storage of aircraft within leased premises is not considered as assignment or sublease.
21. **Right of Entry**. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall attempt to provide Lessee reasonable advanced notice except in the case of an emergency.
22. **Assurances**. Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.
23. **Airport Regulations**. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.
24. **Air Operations Area Security**. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Transportation Security Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.
25. **Airport Hazard**. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.
26. **Insurance**. The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional

insured" on liability coverage. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.

- a. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of Five Hundred Thousand Dollars (\$500,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of One Hundred Thousand Dollars (\$100,000.00) for property damage growing out of any one accident or other cause.
- b. The amounts of minimum coverage herein specified may be modified from time to time in compliance with reasonable request by Jefferson County, or by reasonable change to ensure compliance with Jefferson County standard requirements, and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

27. **Affirmative Action**. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. **Notices**. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

AIRPORT DIRECTOR
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

KUSA Aviation, LLC
4700 Parker Dr
Beaumont, TX, 77705
1 Tel. 409.727.7900

Email: KKnupple@KUSAAviation.com

or to such other addresses as the parties may designate to each other in writing from time to time.

JEFFERSON COUNTY, TEXAS LESSOR

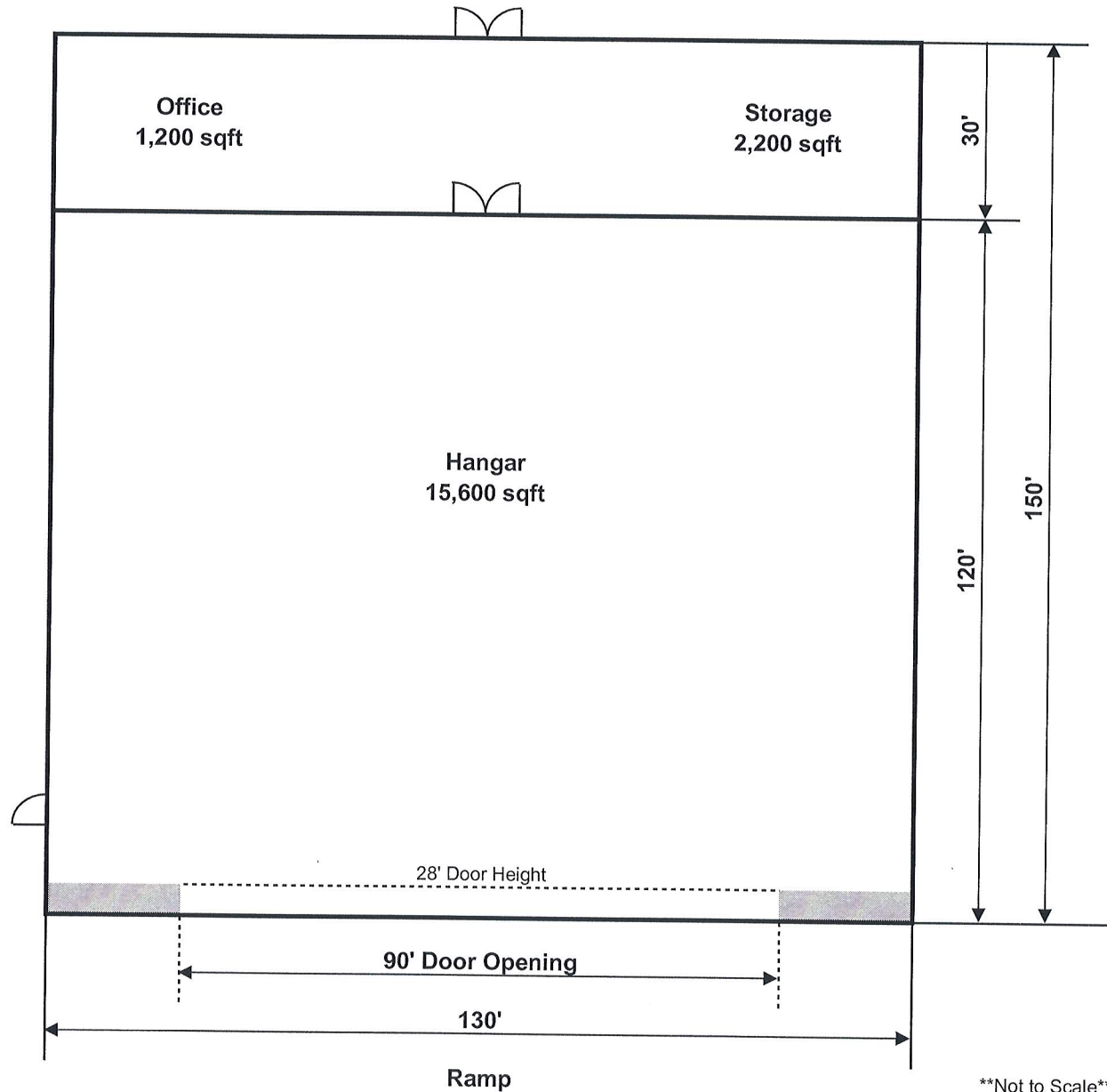
BY:  _____
Date
Jeff Branick
Jefferson County Judge

LESSEE

BY:  _____ *Dec-22-2011*
Date
Kyle Knupple – Authorized Representative
CEO – KUSA Aviation, LLC

Exhibit "A"

Hangar #5 Layout



Special, December 22, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, December 22, 2014