

Notice of Meeting and Agenda and Minutes
July 10, 2017

REGULAR, 7/10/2017 1:30:00 PM

BE IT REMEMBERED that on July 10, 2017, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

DEPUTY CHIEF SCHAUMBERGER

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
July 10, 2017

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS**
July 10, 2017

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **10th day of July 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

10:30 a.m.- WORKSHOP To receive information and discuss subdivision regulation amendment for driveways.

11:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding possible or pending litigation against the County.

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

Notice of Meeting and Agenda and Minutes
July 10, 2017

PURCHASING:

1. Consider and approve specifications for Invitation for Bid (IFB 17-024/JW), Taxiway D Reconstruction (2017) at Jack Brooks Regional Airport. Funded by FAA AIP Grant #33.

SEE ATTACHMENTS ON PAGES 7 - 7

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

2. Consider and approve, execute, receive and file a contract amendment for (IFB 14-032/JW), Term Contract for Paper Stock & Envelopes for Jefferson County to substitute Item 1, 20-lb bond paper, long grain, white 8-1/2x11, paper grade: Premium #4, Manufacturer &; Brand: Suzano One, \$5.85/M, \$29.35/case with 20-lb bond paper, long grain, white 8-1/2x11, paper grade: Premium #4, Manufacturer &; Brand: IP Relay, \$5.30/M, \$26.50/case; as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 8 - 13

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve the replacement of two (2) chillers at the Jefferson County Correctional Facility with Carrier Corporation the amount of \$239,534.00. This is in accordance with Buy Board Contracts #458-14 & 461-14. Funds are available through Capital Projects.

SEE ATTACHMENTS ON PAGES 14 - 19

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

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COUNTY AUDITOR:

4. Regular County Bills - check #435196 through checks #435412 (070317) and check #435413 through checks #435624 (071017).

SEE ATTACHMENTS ON PAGES 20 - 37

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY COMMISSIONERS:

5. Receive and file executed Master Services Agreement between Jefferson County, Texas and Athena Health for Athena Net services.

SEE ATTACHMENTS ON PAGES 38 - 45

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

6. Consider hearing public comments for the Restoration of the Saltwater Bayou System by diverting freshwater inflows pursuant to the requirements of the U.S. Fish & Wildlife Service.

Action: TABLED

7. Consider, possibly approve, authorize the County Judge to execute, receive and file a Memorandum of Understanding between Jefferson County and Lamar State College-Port Arthur for utilizing county vehicles in the college's training program.

SEE ATTACHMENTS ON PAGES 46 - 49

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

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8. Consider, possibly approve, authorize the County Judge to execute receive and file an Order approving a Tax Exempt Bond Financing To Be Undertaken by The Tarrant County Cultural Education Facilities Finance Corporation For The Benefit of Buckner Retirement Services, Inc.

SEE ATTACHMENTS ON PAGES 50 - 55

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

9. Consider and possible approve, execute, receive and file the appointment of Mr. Bernie Daleo to the Drainage District No. 6 Board of Directors. This appointment is to replace Mr. Tolbert Chisum.

SEE ATTACHMENTS ON PAGES 56 - 56

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

ADDENDUMS

10. Consider providing written notice to the Port Arthur ISD to cancel the contract for the provision of Truancy Officers effective on the date approved by PAISD.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

11. Consider approving agreement between Port Arthur ISD and Precinct 2 Constable Christopher Bates relating to the ASAP program, such approval to be effective upon cancellation of the prior agreement for ASAP services being performed by Constable Pct. 8.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

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COUNTY TREASURER:

12. Receive and File Investment Schedule for June, 2017, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 57 - 59

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

ENGINEERING:

13. Execute, receive and file Pipeline Permit 01-P-17 to Air Liquide Large Industries U.S. LP for the boring of a 10" nitrogen pipeline under Highland Avenue. This project is located in Precinct 4.

SEE ATTACHMENTS ON PAGES 60 - 70

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

14. Consider and possibly approve a Plat for Easy Acres-Phase III, a 23.040 acre tract located off of Simino Drive in Precinct #3. This plat is not within any ETJ and has met all of platting requirements.

SEE ATTACHMENTS ON PAGES 71 - 71

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Invitation for Bids

July 10, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-024/JW, Taxiway D Reconstruction (2017) at Jack Brooks Regional Airport. **Information for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593. Specifications, plans, and bidding documents can be obtained from CivCast website at <https://www.civcastusa.com>. Project ID is BPT_17-024/JW.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Neither Jefferson County nor CivCast will accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: **Taxiway D Reconstruction (2017) at Jack Brooks Regional Airport**

BID NO: **IFB 17-024/JW**

DUE DATE/TIME: **11:00 AM CDT, Tuesday, August 8, 2017**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701**

There will be a pre-bid conference and walk-through at 10:00 AM CDT on Tuesday, July 25, 2017 in the Airport Administration Conference Room at 5000 Jerry Ware Blvd., Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Respondents are strongly encouraged to carefully read the entire invitation.

A handwritten signature of Deborah L. Clark in black ink, with a faint circular seal of Jefferson County, Texas, visible in the background.

Deborah L. Clark, Purchasing Agent

Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 12, 2017 and July 19, 2017

ATTACHMENT A**(IFB 14-032/JW)****Term Contract for Paper Stock & Envelopes for Jefferson County****Awarded: September 8, 2014****Current Pricing****I. Paper Stock**

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	Suzano One IP Relay	\$5.85 \$5.30	5,000	\$29.35 \$26.50	Olmsted-Kirk Paper Co.
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	IP Tidal	\$6.70	5,000	\$33.50	Olmsted-Kirk Paper Co.
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	IP Tidal	\$8.52	5,000	\$42.60	Olmsted-Kirk Paper Co.
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	IP Tidal	\$13.40	2,500	\$33.50	Olmsted-Kirk Paper Co.
5	24 lb. Bond Paper, long grain, white 8½x11, Paper grade: Laser Print #1	IP Hammermill	\$10.10	5,000	\$50.50	Olmsted-Kirk Paper Co.
6	24 lb. Bond Paper, long grain, white 8½x14, Paper grade: Laser Print #1	IP Hammermill	\$12.82	5,000	\$64.10	Olmsted-Kirk Paper Co.
7	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: premium #4	Domtar Earth Choice Note: Peach not available – substitute w/salmon	\$8.07	5,000	\$40.35	Bosworth Papers, Inc.
8	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4	Domtar Earth Choice Note: Peach not available – substitute w/ salmon	\$10.85	5,000	\$54.25	Bosworth Papers, Inc.

Term Contract for Paper Stock & Envelopes for Jefferson County
Current Pricing

I. Paper Stock (Continued)

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
9	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	Domtar Earth Choice	\$8.07	5,000	\$40.35	Bosworth Papers, Inc.
10	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	Domtar Earth Choice	\$10.85	5,000	\$54.25	Bosworth Papers, Inc.
11	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	Neenah Atlas	\$17.61	5,000	\$88.05	Olmsted Kirk Paper Co.
12	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	Neenah Atlas	\$36.50	5,000	\$182.50	Olmsted Kirk Paper Co.

II. Card Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
13	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Earth Choice	\$15.32	2,000	\$30.64	Bosworth Papers, Inc.
14	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Earth Choice Note: Aqua not available.	\$16.23	2,000	\$32.46	Bosworth Papers, Inc.
15	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark	Hammermill Bond	\$8.83	5,000	\$44.15	Bosworth Papers, Inc.
16	8½x14 100 lb. manila Springhill tag	IP Springhill	\$40.90	2,000	\$81.80	Olmsted Kirk Paper Co.
17	8x8 110 lb. Springhill index white	IP Springhill	\$27.50	2,000	\$55.00	Olmsted Kirk Paper Co.
18	Hammermill accent opaque 28/70 lb. white – vellum finish, long grain, 8½x11	Lynx Domtar	\$10.49	4,000	\$41.96	Bosworth Papers, Inc.

Term Contract for Paper Stock & Envelopes for Jefferson County
Current Pricing

II. Card Stock (Continued)

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
19	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)	Neenah Astrobrights	\$15.90	5,000	\$79.50	Bosworth Papers, Inc.
20	#80 8½x11 Classic Crest Avon Brilliant White	Neenah Classic Crest	\$60.45	2,000	\$120.90	Olmsted Kirk Paper Co.
21	#80 8½x11 Classic Crest Avon Ivory	Neenah Classic Crest	\$61.44	2,000	\$122.88	Olmsted Kirk Paper Co.
22	Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11	Neenah Starwhite	\$38.64	2,000	\$77.28	Olmsted Kirk Paper Co.

III. Envelopes

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
23	24 lb. catalog envelopes 10"x13" white woven	Cenveo OKCO	\$56.30	500	\$28.15	Olmsted Kirk Paper Co.
24	28 lb. white catalog envelopes 9"x12"	Cenveo OKCO	\$47.22	500	\$23.60	Olmsted Kirk Paper Co.
25	15"x10" brown kraft gummed flap document env. 32#	Cenveo	\$44.31	100	\$443.12	Olmsted Kirk Paper Co.
26	#9 window envelopes – 24 lb. white wove	Cenveo OKCO	\$18.00	2,500	\$45.00	Olmsted Kirk Paper Co.
27	#9 regular envelopes – 24 lb. white wove	Cenveo OKCO	\$15.50	2,500	\$38.75	Olmsted Kirk Paper Co.
28	#10 window env. – 24 lb. white wove (hard boxes)	Cenveo OKCO	\$18.00	2,500	\$45.00	Olmsted Kirk Paper Co.
29	#10 regular env. – 24 lb. white wove (hard boxes)	Cenveo OKCO	\$15.50	2,500	\$38.75	Olmsted Kirk Paper Co.
30	#11 window envelopes – 28 lb. white wove	Cenveo OKCO	\$137.12	2,500	\$342.80	Olmsted Kirk Paper Co.
31	#11 regular envelopes – 28 lb. white wove	Cenveo	\$104.70	2,500	\$261.75	Olmsted Kirk Paper Co.

(IFB 14-032/JW)

Term Contract for Paper Stock & Envelopes for Jefferson County
Current Pricing

III. Envelopes (Continued)

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
32	#12 window envelopes – 24 lb. white wove	Cenveo	\$48.50	2,500	\$121.25	Olmsted Kirk Paper Co.
33	#12 regular envelopes – 24 lb. white wove	Cenveo	\$44.56	2,500	\$111.40	Olmsted Kirk Paper Co.
34	#10 brown kraft envelopes – 28 lb.	Bosworth Papers, Inc.	\$25.72	2,500	\$64.30	Bosworth Papers, Inc.
35	#12 brown kraft envelopes – 28 lb.	Cenveo	\$57.86	2,500	\$144.65	Olmsted Kirk Paper Co.
36	#14 brown kraft envelopes – 28 lb.	Cenveo	\$114.30	2,500	\$285.75	Olmsted Kirk Paper Co.
37	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	Cenveo Springhill	\$24.00	2,500	\$60.00	Olmsted Kirk Paper Co.

IV. No Carbon Required Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
38	8½x11 CFB white-black image long grain	Appvion NCR	\$27.61	5,000	\$138.05	Olmsted Kirk Paper Co.
39	8½x14 CFB white-black image long grain	Appvion NCR	\$35.10	5,000	\$175.50	Olmsted Kirk Paper Co.
40	8½x11 2-part black image carbonless reverse collated	Appvion NCR	\$20.33	5,000	\$101.65	Olmsted Kirk Paper Co.
41	8½x11 Mead 3-part black image carbonless rev. coll.	Appvion NCR	\$22.87	5,000	\$114.35	Olmsted Kirk Paper Co.
42	8½x11 Mead 4-part black image carbonless rev. coll.	Appvion NCR	\$24.45	5,000	\$122.25	Olmsted Kirk Paper Co.
43	8½x11 Mead 5-part black image carbonless rev. coll.	Appvion NCR	\$25.14	5,000	\$125.70	Olmsted Kirk Paper Co.
44	8½x14 Mead 2-part black image carbonless rev. coll.	Appvion NCR	\$25.86	5,000	\$129.30	Olmsted Kirk Paper Co.

Term Contract for Paper Stock & Envelopes for Jefferson County
Current Pricing

IV. No Carbon Required Paper (Continued)

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
45	8½x14 Mead 3-part black image carbonless rev. coll.	Appvion NCR	\$29.07	5,000	\$145.35	Olmsted Kirk Paper Co.
46	8½x14 Mead 4-part black image carbonless rev. coll.	Appvion NCR	\$31.10	5,000	\$155.50	Olmsted Kirk Paper Co.
47	8½x14 Mead 5-part black image carbonless rev. coll.	Appvion NCR	\$32.03	5,000	\$160.15	Olmsted Kirk Paper Co.
48	8½x11 Astro Bright Text, 60T	Neenah Astrobrights	\$15.90	5,000	\$79.50	Bosworth Papers, Inc.
49	8½x11 Astro Bright Cover, 65C	Neenah Astrobrights	\$25.22	2,000	\$50.44	Olmsted Kirk Paper Co.

V. Specialty Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
50	36 lb. Weston Ledger or Equal, 8½x14 Marriage License Stock	Neenah Weston	\$90.06	2,000	\$180.12	Olmsted Kirk Paper Co.

Bosworth Papers, Inc.

10425 Okanella St., Ste 600
 Houston, TX 77041
 Contact: Maureen Shields
 MShields@bosworthpapers.com
 customerservice@bosworthpapers.com
 713-460-5060 phone
 713-460-2037 fax

Olmsted Kirk Paper Co.

1601 Valley View
 Dallas, TX 75234
 Contract contact: Alan Proctor
 aproctor@okpaper.com
 214-637-7146 phone
 214-537-2131 fax
 Sales contact: Eva Crisman
ecrisman@okpaper.com
 409-840-4682 phone
 409-600-3072 cell
 409-840-4684 fax



OLMSTED-KIRK

PAPER CENTER

1601 VALLEY VIEW LANE
DALLAS, TEXAS 75234
214.637.2220
OKPAPER.COM

Jefferson County
1149 Pearl Street
7th Floor
Beaumont, TX 77701

June 27, 2017

RE Copy Paper Quotation

Here is the quote for the IP Relay Copy Paper

8 1/2 x 11 10M 20# IP Relay Copy Paper \$5.30/M or \$26.50 per carton

92 Bright

Made in the USA

40 cartons per pallet

Please review and let us know if you have any questions

Thanks for the opportunity to quote

Alan Proctor

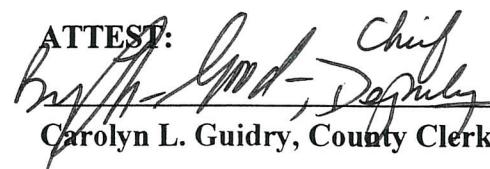
O K Paper



JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

ATTEST:


Carolyn L. Guidry, County Clerk

Your First Choice



May 10, 2017

Kenneth Harrell
Facility Manager
JEFFERSON CNTY CORRECTIONL FACILITY
5030 HIGHWAY 69 S
BEAUMONT, TX 77705-1258

Re: Replace 2 Water Cooled Chillers

Carrier Commercial Service is more than just a service company. We offer the most comprehensive commercial HVAC service programs in the industry and help customers achieve bottom-line savings by ensuring their systems are operating at peak performance and that they are taking advantage of today's latest energy-saving technologies.

Carrier Commercial Service has the only factory trained service force available to perform preventative maintenance, repair service and warranty for Carrier equipment. All service technicians are certified to work on Carrier equipment and trained in accordance with the most stringent safety standards.

Our highly qualified team of engineers and service technicians understands the issues customers face. In a collaborative development process, our experts work with customers to identify and implement strategic solutions targeted to financial and operational objectives. Benefits include reduced operating cost, maximum equipment uptime, better asset utilization, increased productivity and peace of mind.

Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Landon Colby Doucet
Service Sales Rep
Carrier Corporation



Address 820 Freeway Blvd
 Rose City TX 77662
 Phone 409-550-0539
 Fax 860-557-8645
 E-mail landon.doucet@carrier.utc.com

Contact Name Kenneth Harrell
 Account JEFFERSON CNTY CORRECTIONL FACILITY
 Phone 4097262556
 Site Address 5030 HIGHWAY 69 S Estimate Date 05/10/2017
 BEAUMONT, TX, 77705-1258
 Quote Number 00352761

Job Description Replace 2 Water Cooled Chillers

Scope of Work

- Disconnect Chill Water Piping
- Connect Rental Chiller Piping
- Owner to Connect Electrical Pigtauls for the Rental Chiller (Pigtauls Provided By Carrier)
- Connect Electrical From Pigtauls to Rental Chiller
- Disconnect Electrical From Both Trane Chillers
- Disconnect Chill Water and Condensing Water Piping From both Trane Chillers
- Remove Both Trane Chillers
- Install 2 New Carrier Chillers
- Make Necessary Chill Water Piping and Condensing Water Piping Modifications to Both New Chillers
- Add (1) 400A feed to one Chiller
- Reconnect Electrical to both Chillers
- Startup and Verify Proper Operation

Equipment Details:

Model: 30HXC271P--6-1KA Water Cooled Screw Chiller, 265 Ton, 460-3-60

- Twin screw compressors
- Compact size (less than 36 in. wide) for ease of replacement & min floor space requirement
- Dual independent refrigerant circuits offers compressor redundancy and high part load efficiency
- Chlorine free 134a refrigerant, not subject to phaseout per Montreal protocol
- Min Load Control (to 10% capacity)
- Suction Service Valves
- Plus One Pass Cooler and HFC-134a Refrigerant
- Across Line Starter
- Factory Startup & 1st Year Parts & Labor Warranty

Field Installed Accessories

- Control Transformer
- Insulation Kit (Heads & Economizers)
- Vibration Isolation Pads

Model: 30HXC186P--6-1KA Water Cooled Screw Chiller, 175 Ton, 460-3-60

- Twin screw compressors
- Compact size (less than 36 in. wide) for ease of replacement & min floor space requirement
- Dual independent refrigerant circuits offers compressor redundancy and high part load efficiency
- Chlorine free 134a refrigerant, not subject to phaseout per Montreal protocol
- Min Load Control (to 10% capacity)
- Suction Service Valves
- Plus One Pass Cooler and HFC-134a Refrigerant
- Across Line Starter
- Factory Startup & 1st Year Parts & Labor Warranty

Field Installed Accessories

- Control Transformer
- Insulation Kit (Heads & Economizers)
- Vibration Isolation Pads

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Clarifications:**Add:**

2-5 Year Warranty Complete Unit Parts and Labor Warranty
 30HXC271.....\$12,834.00
 30HXC186.....\$7,251.00

2-10 Year Warranty Complete Unit Parts and Labor Warranty
 30HXC271.....\$44,620.00
 30HXC186.....\$25,645.00

As per buy board #'s - 458-14 & 461-14

Excludes:

Controls

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$239,534.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Landon Colby Doucet

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES- Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

2. EXTRAS- Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. RETURNS- No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT- All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT- Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS- Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY- Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS- All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. ADDITIONAL SERVICE- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.

- Promptly address any issues that arise related to mold, fungi, mildew or bacterial
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS– Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an ‘equipment condition’ report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only)- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. WAIVER OF DAMAGES- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

15. LIMITATION OF LIABILITY- Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.

16. CANCELLATION- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

17. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

18. CARRIER TERMINATION – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

19. CLAIMS- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

20. GOVERNMENT PROCUREMENTS- The components, equipment and services provided by Carrier are “commercial items” as defined in Section 2.101 of the Federal Acquisition Regulations (“FAR”), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

21. HAZARDOUS MATERIALS- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

22. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

23. SUPERSEDURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

24. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

25. FOR WORK BEING PERFORMED IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

ALISA RAUMAKER, CSR	500.00	435219
TRI-CITY COFFEE SERVICE	248.05	435277
DAWN DONUTS	67.75	435390

815.80**

ROAD & BRIDGE PCT.#1

M&D SUPPLY	154.17	435247
MUNRO'S	29.65	435251
SCOOTER'S LAWNMOWERS	99.98	435266
SMART'S TRUCK & TRAILER, INC.	142.67	435268
AT&T	64.58	435271

491.05**

ROAD & BRIDGE PCT.#2

ENTERGY	98.05	435236
WAUKESHA-PEARCE INDUSTRIES LLC	3,376.13	435403

3,474.18**

ROAD & BRIDGE PCT. # 3

AT&T	72.11	435271
ANTHONY N MITCHELL	600.00	435411

672.11**

ROAD & BRIDGE PCT.#4

ABLE FASTENER, INC.	15.48	435212
SPIDLE & SPIDLE	5,641.53	435213
CITY OF BEAUMONT - WATER DEPT.	19.60	435228
ENTERGY	1,070.13	435236
INTERSTATE BATTERIES OF BEAUMONT/PA	229.90	435240
ISI COMMERCIAL REFRIGERATION	7.35	435241
M&D SUPPLY	30.96	435247
MUNRO'S	234.64	435251
SANITARY SUPPLY, INC.	621.22	435264
MARTIN PRODUCT SALES LLC	6,487.04	435332
ON TIME TIRE	112.00	435361
CINTAS CORPORATION	66.02	435394
TRINITY VALLEY TRACTORS INC	27.58	435399
GULF COAST	587.00	435400

15,150.45**

ENGINEERING FUND

TRI-CITY COFFEE SERVICE	190.40	435277
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190.40**

PARKS & RECREATION

ENTERGY	388.82	435236
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388.82**

GENERAL FUND

TAX OFFICE

CASH ADVANCE ACCOUNT	474.92	435243
OFFICE DEPOT	1,934.49	435255
ACE IMAGEWEAR	20.74	435267
TERRY WUENSCHEL	484.09	435287
UNITED STATES POSTAL SERVICE	449.41	435301
DEBBIE PLETCHER	134.00	435314
ROCHESTER ARMORED CAR CO INC	352.00	435353

3,849.65*

COUNTY HUMAN RESOURCES

UNITED STATES POSTAL SERVICE	.40	435301
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.40*

AUDITOR'S OFFICE

OFFICE DEPOT	132.93	435255
UNITED STATES POSTAL SERVICE	10.54	435301

143.47*

COUNTY CLERK

UNITED STATES POSTAL SERVICE	226.09	435301
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226.09*

COUNTY JUDGE

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	454.61	435255	
UNITED STATES POSTAL SERVICE	3.31	435301	
DANIEL CLAYTON	500.00	435303	
ROCKY LAUDERMILK	1,200.00	435310	
KIMBERLY PHELAN, P.C.	500.00	435331	
HARVEY L WARREN III	2,400.00	435345	
JAN GIROUARD & ASSOCIATES LLC	400.00	435392	
RISK MANAGEMENT			5,457.92*
UNITED STATES POSTAL SERVICE	11.64	435301	
COUNTY TREASURER			11.64*
CASH ADVANCE ACCOUNT	833.56	435243	
UNITED STATES POSTAL SERVICE	194.94	435301	
TIM FUNCHESS	1,042.73	435351	
PRINTING DEPARTMENT			2,071.23*
CIT TECHNOLOGY FINANCING SERVICE	499.00	435339	
FUNCTION 4 LLC	270.00	435401	
PURCHASING DEPARTMENT			769.00*
OFFICE DEPOT	172.43	435255	
PORT ARTHUR NEWS, INC.	252.20	435259	
UNITED STATES POSTAL SERVICE	70.02	435301	
GENERAL SERVICES			494.65*
SPINDLETOP MHMR	32,990.75	435246	
OLMSTED-KIRK PAPER	1,695.00	435256	
CROWN CASTLE INTERNATIONAL	1,499.91	435320	
ROCHESTER ARMORED CAR CO INC	3,888.69	435353	
TFORCE FINAL MILE	202.14	435404	
VECTOR SECURITY	37.00	435407	
DATA PROCESSING			40,313.49*
OFFICE DEPOT	51.24	435255	
CDW COMPUTER CENTERS, INC.	933.54	435289	
VERIZON WIRELESS	75.98	435299	
DATALOGICS INC	1,249.98	435388	
VOTERS REGISTRATION DEPT			2,310.74*
UNITED STATES POSTAL SERVICE	182.67	435301	
ALLISON GETZ	294.25	435384	
ELECTIONS DEPARTMENT			476.92*
OFFICE DEPOT	445.67	435255	
UNITED STATES POSTAL SERVICE	7.62	435301	
DISTRICT ATTORNEY			453.29*
JEFFERSON CTY. YOUNG LAWYER'S ASSOC	75.00	435216	
OFFICE DEPOT	506.50	435255	
TEXAS DISTRICT & COUNTY ATTY ASSN.	700.00	435276	
UNITED STATES POSTAL SERVICE	97.70	435301	
AMANDA HAWKINS	350.00	435396	
DISTRICT CLERK			1,729.20*
OFFICE DEPOT	84.99	435255	
UNITED STATES POSTAL SERVICE	250.41	435301	
CRIMINAL DISTRICT COURT			335.40*
OFFICE DEPOT	118.06	435255	
RENE MULHOLLAND	1,343.45	435279	
UNITED STATES POSTAL SERVICE	3.08	435301	
60TH DISTRICT COURT			1,464.59*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	78.27	435255	78.27*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	435301	.81*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	13.12	435301	13.12*
252ND DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,581.25	435224	
CRYSTY SMITH	3,251.30	435227	
UNITED STATES POSTAL SERVICE	168.19	435301	
ALEX BILL III	800.00	435358	
			7,800.74*
279TH DISTRICT COURT			
ALISA RAUMAKER, CSR	42.90	435218	
PHILLIP DOWDEN	75.00	435221	
ANITA F. PROVO	150.00	435260	
UNITED STATES POSTAL SERVICE	.46	435301	
JOEL WEBB VAZQUEZ	150.00	435323	
TONYA CONNELL TOUPS	75.00	435337	
REALTIME REPORTING SERVICES INC.	1,074.90	435356	
WILLIAM MARCUS WILKERSON	75.00	435366	
WILLIAM FORD DISHMAN	75.00	435374	
MATUSKA LAW FIRM	325.00	435376	
MELANIE AIREY	75.00	435379	
LAW OFFICE OF J SCOTT FREDERICK	600.00	435380	
ASHLEY CEDILLO	75.00	435393	
			2,793.26*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.46	435301	
JUDY PAASCH	2,323.90	435325	
			2,324.36*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	31.78	435301	
			31.78*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	385.98	435255	
			385.98*
JUSTICE COURT-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS	150.00	435270	
UNITED STATES POSTAL SERVICE	39.22	435301	
SIERRA SPRING WATER CO. - BT	8.95	435302	
			198.17*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	184.71	435255	
AT&T	31.18	435271	
			215.89*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.20	435301	
			4.20*
COUNTY COURT AT LAW NO. 2			
ELIZABETH PARKS	441.35	435257	
KARLA J. M. ROGERS	250.00	435262	
UNITED STATES POSTAL SERVICE	1.21	435301	
LANGSTON ADAMS	350.00	435311	
LAURIE PEROZZO	250.00	435343	
MATUSKA LAW FIRM	350.00	435376	
			1,642.56*
COUNTY COURT AT LAW NO. 3			
OFFICE DEPOT	181.12	435255	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2.42	435301	183.54*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	10.48	435301	10.48*
SHERIFF'S DEPARTMENT			
FED EX	83.17	435233	
GT DISTRIBUTORS, INC.	531.60	435234	
HERNANDEZ OFFICE SUPPLY, INC.	4,877.70	435239	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,812.00	435242	
CASH ADVANCE ACCOUNT	1,225.62	435243	
KIRKSEY'S SPRINT PRINTING	24.95	435244	
OFFICE DEPOT	1,066.58	435255	
ROCIC	300.00	435261	
HENRY SCHEIN, INC.	154.09	435265	
AT&T	267.42	435271	
UNITED STATES POSTAL SERVICE	1,308.25	435301	
THE PRODUCTIVITY CENTER	6,510.00	435304	
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	435307	
FIVE STAR FEED	257.63	435316	
SNAP-ON-TOOLS	199.50	435340	
INDEPENDENT STATIONERS	46.17	435357	
BURGOON CO	139.00	435359	
SAM'S CLUB DIRECT	79.76	435365	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	30.82	435375	
GALLS LLC	653.50	435383	
TND WORKWEAR CO LLC	30.00	435402	
CRIME LABORATORY			19,663.66*
FED EX	144.44	435233	
HENRY SCHEIN, INC.	304.42	435265	
ULINE SHIPPING SUPPLY SPECIALI	180.89	435278	
VERIZON WIRELESS	113.97	435298	
LOWE'S HOME CENTERS, INC.	34.16	435308	
SIRCHIE FINGER PRINT LABORATORIES	196.63	435355	
JULIE HANNON	600.00	435371	
JAIL - NO. 2			1,574.51*
AAA LOCK & SAFE	95.50	435209	
JOHNSTONE SUPPLY	13.45	435214	
BOB BARKER CO., INC.	653.20	435223	
BELL FENCE MFG. CO.	53.18	435226	
CITY OF BEAUMONT - WATER DEPT.	8.00	435228	
COASTAL WELDING SUPPLY	40.50	435229	
COBURN'S, BEAUMONT BOWIE (1)	181.51	435230	
HERNANDEZ OFFICE SUPPLY, INC.	610.49	435239	
KOMMERCIAL KITCHENS	411.00	435245	
M&D SUPPLY	451.88	435247	
MCNEILL INSURANCE AGENCY	71.00	435249	
SANITARY SUPPLY, INC.	1,300.30	435264	
SOUTHEAST TEXAS WATER	12.00	435269	
AT&T	958.16	435271	
WORTH HYDROCHEM	327.00	435285	
UNIVAR USA, INC.	2,932.35	435290	
PUMP TEX, INC.	206.18	435306	
LOWE'S HOME CENTERS, INC.	548.63	435308	
ULTRA-CHEM, INC.	1,033.35	435313	
INTERCONTINENTAL JET CORP	628.45	435326	
AIRGAS SOUTHWEST	8.30	435338	
WORLD FUEL SERVICES	1,107.44	435344	
FIVE STAR CORRECTIONAL SERVICE	60,275.25	435348	
INDEPENDENT STATIONERS	582.54	435357	
EPIC CARD SERVICES LLC	240.84	435363	
DRAGONFLY INTERPRETING SERVICES	232.50	435364	
CONMED INC	349,166.76	435368	
MATERA PAPER COMPANY INC	19,836.30	435369	
THOMSON REUTERS-WEST	4,628.68	435370	
KROPP HOLDINGS INC	338.90	435372	
24 HR SAFETY LLC	75.00	435377	

NAME

AMOUNT

CHECK NO.

TOTAL

GALLS LLC	70.00	435383	
LONE STAR UNIFORMS	1,900.00	435387	
IMPACT WASTE LLC	1,440.00	435398	
TND WORKWEAR CO LLC	50.00	435402	
JUVENILE PROBATION DEPT.			450,488.64*
BECKER PRINTING COMPANY, INC.	3,369.00	435225	
EDWARD B. GRIPON, M.D., P.A.	725.00	435235	
VERIZON WIRELESS	66.80	435299	
UNITED STATES POSTAL SERVICE	25.02	435301	
MYLSHIA TOMPKINS	14.98	435406	
JUVENILE DETENTION HOME			4,200.80*
ALL STAR PLUMBING	195.00	435220	
CHARMTEX INC.	111.60	435317	
FLOWERS FOODS	69.51	435321	
BEN E KEITH FOODS	229.04	435322	
PORT ARTHUR EMERGENCY PHYSICIANS	2,007.00	435333	
VANSCHECA SANDERS-CHEVIS	200.00	435334	
KAREN ROBERTS	500.00	435342	
CONSTABLE PCT 1			3,312.15*
VERIZON WIRELESS	227.94	435299	
UNITED STATES POSTAL SERVICE	72.70	435301	
CONSTABLE-PCT 2			300.64*
VERIZON WIRELESS	113.97	435299	
CONSTABLE-PCT 4			113.97*
VERIZON WIRELESS	113.97	435299	
CONSTABLE-PCT 6			113.97*
AMERICAN ASSOCIATION OF NOTARIES	23.90	435222	
VERIZON WIRELESS	113.97	435299	
UNITED STATES POSTAL SERVICE	13.30	435301	
CONSTABLE PCT. 7			151.17*
VERIZON WIRELESS	113.97	435299	
CONSTABLE PCT. 8			113.97*
VERIZON WIRELESS	113.97	435299	
HEALTH AND WELFARE NO. 1			113.97*
MERCY FUNERAL HOME	1,500.00	435250	
AUSTIN CECIL WALKES MD PA	3,245.08	435282	
UNITED STATES POSTAL SERVICE	46.49	435301	
CENTERPOINT ENERGY RESOURCES CORP	27.89	435327	
PROCTOR'S MORTUARY INC	1,500.00	435346	
HEALTH AND WELFARE NO. 2			6,319.46*
HANNAH FUNERAL HOME, INC.	1,500.00	435237	
AT&T	31.18	435271	
AUSTIN CECIL WALKES MD PA	3,245.08	435282	
NURSE PRACTITIONER			4,776.26*
GEORGE V. ZUZUKIN, M.D.	1,000.00	435215	
LESLIE LITTLE	139.90	435378	
ENVIRONMENTAL CONTROL			1,139.90*
AT&T	31.21	435271	
MAINTENANCE-BEAUMONT			31.21*

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF BEAUMONT - WATER DEPT.	9,314.35	435228	
COBURN'S, BEAUMONT BOWIE (1)	852.54	435230	
ECOLAB	209.95	435232	
ENTERGY	50,599.88	435236	
RALPH'S INDUSTRIAL ELECTRONICS	117.07	435263	
SANITARY SUPPLY, INC.	1,302.41	435264	
ACE IMAGEWEAR	233.13	435267	
AT&T	5,185.53	435271	
TCT INDUSTRIES, INC.	563.00	435275	
TEXAS FIRE & COMMUNICATIONS	865.64	435291	
BAKER DISTRIBUTING COMPANY	1,108.32	435318	
OTIS ELEVATOR COMPANY	2,808.46	435319	
BK INDUSTRIAL SOLUTIONS LLC	334.00	435382	
CINTAS CORPORATION	24.52	435394	
MAINTENANCE-PORT ARTHUR			73,518.80*
COTTON CARGO	432.75	435231	
HARBOR FREIGHT TOOLS	297.91	435238	
NOACK LOCKSMITH	9.00	435252	
RALPH'S INDUSTRIAL ELECTRONICS	137.75	435263	
AT&T	1,349.91	435271	
HOWARD'S AUTO SUPPLY	549.75	435288	
SOLAR	21.30	435305	
LOWE'S HOME CENTERS, INC.	37.96	435308	
TEXAS GAS SERVICE	188.58	435315	
PARKER LUMBER	116.77	435349	
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	435373	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	14.75	435381	
SUPPLYWORKS	1,584.30	435385	
MAINTENANCE-MID COUNTY			7,490.01*
ENTERGY	475.27	435236	
SERVICE CENTER			475.27*
SPIDLE & SPIDLE	203.20	435213	
INTERSTATE BATTERIES OF BEAUMONT/PA	45.98	435240	
M&D SUPPLY	43.82	435247	
MUNRO'S	39.70	435251	
PHILPOTT MOTORS, INC.	428.90	435258	
JEFFERSON CTY. TAX OFFICE	7.50	435292	
JEFFERSON CTY. TAX OFFICE	7.50	435293	
JEFFERSON CTY. TAX OFFICE	7.50	435294	
JEFFERSON CTY. TAX OFFICE	7.50	435295	
JEFFERSON CTY. TAX OFFICE	7.50	435296	
JEFFERSON CTY. TAX OFFICE	7.50	435297	
AMERICAN TIRE DISTRIBUTORS	7,923.66	435341	
DENNIS LOWE	215.95	435395	
MIDNIGHT AUTO	79.95	435397	
VETERANS SERVICE			9,026.16*
CAROLYN G WRIGHT	94.48	435329	
MOSQUITO CONTROL FUND			94.48*
A&B OUTDOOR EQUIPMENT	40.98	435210	
SUPERIOR TIRE & SERVICE	25.64	435217	
MUNRO'S	82.20	435251	
TIME WARNER COMMUNICATIONS	75.82	435274	
BREATH ALCOHOL TESTING			224.64**
ALCOHOL TESTING ALLIANCE	555.00	435312	
J.C. FAMILY TREATMENT			555.00**
JUDY PAASCH	100.00	435324	
JUDY PAASCH	50.00	435325	
PATRICIA VELASCO	20.00	435391	
LAW LIBRARY FUND			170.00**

NAME	AMOUNT	CHECK NO.	TOTAL
LEXISNEXIS MATTHEW BENDER	1,076.69	435309	1,076.69**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	64.30	435299	64.30**
COMMUNITY SUPERVISION FND			
VERIZON WIRELESS	121.08	435299	
UNITED STATES POSTAL SERVICE	100.27	435301	
JCCSC	250.00	435354	
LIONEL BERRY	97.37	435389	
JEFF. CO. WOMEN'S CENTER			568.72**
ENTERGY	1,953.62	435236	
KIM MCKINNEY, LPC, LMFT	75.00	435248	
OFFICE DEPOT	114.65	435255	
SYSSCO FOOD SERVICES, INC.	1,398.13	435272	
BURT WALKER PARTNERS, LTD	4,500.00	435281	
PETTY CASH - RESTITUTION I	11.91	435286	
VERIZON WIRELESS	32.15	435299	
BEN E KEITH FOODS	1,371.57	435322	
SAM'S CLUB DIRECT	244.41	435365	
DRUG DIVERSION PROGRAM			9,701.44**
OFFICE DEPOT	74.71	435255	74.71**
LAW OFFICER TRAINING GRT			
HERNANDEZ OFFICE SUPPLY, INC.	116.53	435239	116.53**
COUNTY CLERK - RECORD MGT			
MANATRON	11,106.62	435336	11,106.62**
CHEEK H2O & SEWER			
DAVID J. WAXMAN, INC.	12,300.00	435283	
LJA ENGINEERING INC	24,483.24	435362	
J.P. COURTROOM TECH. FUND			36,783.24**
VERIZON WIRELESS	227.94	435299	227.94**
HOTEL OCCUPANCY TAX FUND			
COTTON CARGO	312.25	435231	
CASH ADVANCE ACCOUNT	671.69	435243	
MUNRO'S	81.85	435251	
OFFICE DEPOT	51.98	435255	
ULINE SHIPPING SUPPLY SPECIALI	242.86	435278	
CAPITAL PROJECTS FUND			1,360.63**
SHEPLEY BULFINCH	3,843.33	435386	3,843.33**
AIRPORT FUND			
COASTAL WELDING SUPPLY	43.67	435229	
OFFICE DEPOT	89.42	435255	
SANITARY SUPPLY, INC.	239.15	435264	
TIME WARNER COMMUNICATIONS	84.15	435273	
WHITE TUCKER COMPANY INC	295.10	435284	
VERIZON WIRELESS	37.99	435299	
LOWE'S HOME CENTERS, INC.	189.61	435308	
HLAVINKA EQUIPMENT COMPANY	208.47	435335	
CRAWFORD ELECTRIC SUPPLY COMPANY	278.23	435367	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	435373	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	18.60	435375	
AIRPORT IMPROVE. GRANTS			5,824.61**

NAME

AMOUNT

CHECK NO.

TOTAL

GARVER LLC	4,265.00	435347	
TOLUNAY-WONG ENGINEERS INC	2,924.50	435350	7,189.50**
SE TX EMP. BENEFIT POOL			
HOLMES MURPHY	13,750.00	435330	
GROUP ADMINISTRATIVE CONCEPTS INC	123,073.67	435352	136,823.67**
LIABILITY CLAIMS ACCOUNT			
STEVENS BALDO & LIGHTY PLLC	105.00	435412	105.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	17,959.01	435328	17,959.01**
SHERIFF'S FORFEITURE FUND			
NIGHT FLIGHT CONCEPTS INC	370.00	435360	370.00**
PAYROLL FUND			
JEFFERSON CTY. TREASURER	18,653.54	435196	
INTERNAL REVENUE SERVICE	475.00	435197	
JEFFERSON CTY. TREASURER - HEALTH	465,322.75	435198	
JEFFERSON CTY. TREASURER - GENERAL	50.00	435199	
JEFFERSON CTY. TREASURER - PAYROLL	1,660,882.64	435200	
JEFFERSON CTY. TREASURER - PAYROLL	608,958.58	435201	
TGSLC	382.26	435202	
JEFFERSON CTY. TREASURER - TCDRS	567,638.88	435203	
TENNESSEE CHILD SUPPORT	115.38	435204	
SBA - U S DEPARTMENT OF TREASURY	168.49	435205	
U S DEPARTMENT OF TREASURY	170.49	435206	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	435207	
BELINDA M ZURITA	230.77	435208	
CNTY & DIST COURT TECH FD			3,323,098.63**
VERIZON WIRELESS	265.93	435299	265.93**
MARINE DIVISION			
HOME FURNITURE COMPANY	2,743.81	435211	
OFFICE DEPOT	79.27	435255	
DANNY G. WALKER	45.00	435280	
GREGORY RYAN THOMAS	25.00	435408	
MICHAEL KINLAW	55.00	435409	
RONALD ANDERS	25.00	435410	
2015 PORT SECURITY GRANT			2,973.08**
CDG COAST DYNAMICS GROUP LTD	18,299.01	435405	
			18,299.01**
			4,258,774.88***

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE	461.45	435487	461.45**
ROAD & BRIDGE PCT.#1			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00	435562	
	19.41	435617	
ROAD & BRIDGE PCT.#2			89.41**
SUPERIOR TIRE & SERVICE	98.00	435418	
CITY OF NEDERLAND	48.59	435431	
EASTEX RUBBER & GASKET	13.42	435439	
ENTERGY	6.08	435443	
MUNRO'S	40.00	435455	
RITTER @ HOME	38.45	435465	
VULCAN MATERIALS CO.	1,325.44	435489	
MARTIN PRODUCT SALES LLC	6,494.72	435537	
ROSS RIDGE SAND COMPANY LP	420.00	435540	
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	90.00	435562	
	24.96	435617	
ROAD & BRIDGE PCT. # 3			8,599.66**
A&B OUTDOOR EQUIPMENT	119.98	435413	
SPIDLE & SPIDLE	863.90	435415	
CERTIFIED LABORATORIES	77.91	435428	
FARM & HOME SUPPLY	358.12	435440	
ENTERGY	363.97	435443	
MUNRO'S	159.16	435455	
MUSTANG CAT	195.63	435456	
SMART'S TRUCK & TRAILER, INC.	83.26	435471	
WEAVER, FALGOUT, & CARRUTH, INC.	96.45	435490	
W. JEFFERSON COUNTY M.W.D.	29.20	435491	
STRATTON INC.	41.07	435492	
HOWARD'S AUTO SUPPLY	80.14	435500	
BRADLEY TOWING SERVICE	250.00	435520	
TEXAS GAS SERVICE	153.44	435522	
WINDSTREAM	42.43	435535	
TRACTOR SUPPLY CO	55.47	435536	
BILL WILLIAMS	200.00	435538	
DE LAGE LANDEN PUBLIC FINANCE	140.00	435562	
NORTHERN TOOL AND EQUIPMENT	449.99	435567	
SPURLOCK ROAD VETERINARY CLINIC	82.36	435572	
PRO CHEM INC	194.76	435576	
1800RADIATOR & AC	248.00	435594	
FELIX AAA AUTO & TRUCK PARTS LLC	26.60	435603	
FUNCTION 4 LLC	38.82	435617	
ROAD & BRIDGE PCT.#4			4,350.66**
ENTERGY	12.30	435443	
CASH ADVANCE ACCOUNT	95.23	435446	
T. JOHNSON INDUSTRIES, INC.	266.34	435449	
M&D SUPPLY	25.90	435452	
MUNRO'S	158.13	435455	
OFFICE DEPOT	84.58	435459	
PHILPOTT MOTORS, INC.	265.78	435463	
SMART'S TRUCK & TRAILER, INC.	390.68	435471	
W. JEFFERSON COUNTY M.W.D.	87.07	435491	
UNITED STATES POSTAL SERVICE	.40	435508	
VULCAN INC	694.82	435518	
EVERETT D ALFRED	91.25	435521	
DE LAGE LANDEN PUBLIC FINANCE	229.79	435562	
ON TIME TIRE	202.96	435575	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	442.24	435585	
TRINITY VALLEY TRACTORS INC	33.65	435612	
FUNCTION 4 LLC	63.73	435617	
ENGINEERING FUND			3,144.85**
DE LAGE LANDEN PUBLIC FINANCE	460.94	435562	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	127.84	435617	588.78**
PARKS & RECREATION			
ADAMS BACKHOE SERVICE	900.00	435414	
CERTIFIED LABORATORIES	739.14	435428	
ALL-PHASE ELECTRIC SUPPLY	30.00	435435	
FARM & HOME SUPPLY	1.88	435440	
ENTERGY	9.35	435443	
JIFFY TROPHIES	300.00	435447	
ROSE CITY SAND CORP.	83.70	435466	
W. JEFFERSON COUNTY M.W.D.	54.28	435491	
PRO CHEM INC	144.55	435576	
GENERAL FUND			2,262.90**
TAX OFFICE			
ACE IMAGEWEAR	20.74	435470	
SOUTHEAST TEXAS WATER	254.50	435472	
UNITED STATES POSTAL SERVICE	472.70	435508	
UNITED STATES POSTAL SERVICE	24.45	435509	
DE LAGE LANDEN PUBLIC FINANCE	370.00	435562	
ALLISON GETZ	484.09	435599	
FUNCTION 4 LLC	102.60	435617	
COUNTY HUMAN RESOURCES			1,729.08*
UNITED STATES POSTAL SERVICE	1.21	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	
AUDITOR'S OFFICE			90.62*
OFFICE DEPOT	3.09	435459	
UNITED STATES POSTAL SERVICE	18.25	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	
COUNTY CLERK			110.75*
UNITED STATES POSTAL SERVICE	256.37	435508	
UNITED STATES POSTAL SERVICE	53.18	435509	
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	435562	
FUNCTION 4 LLC	291.99	435617	
COUNTY JUDGE			1,654.36*
TEXAS COLLEGE OF PROBATE JUDGE	800.00	435480	
UNITED STATES POSTAL SERVICE	2.32	435508	
PCM-G	55.99	435547	
FRANCES BLAIR BETHEA	500.00	435552	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
DUNHAM HALLMARK PLLC	500.00	435565	
DANE DENNISON	500.00	435590	
JAN GIROUARD & ASSOCIATES LLC	400.00	435607	
JOSEPH MUCKLEROY	500.00	435613	
FUNCTION 4 LLC	19.41	435617	
RISK MANAGEMENT			3,347.72*
UNITED STATES POSTAL SERVICE	38.94	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	
COUNTY TREASURER			128.35*
CDW COMPUTER CENTERS, INC.	147.46	435502	
UNITED STATES POSTAL SERVICE	125.72	435508	
DE LAGE LANDEN PUBLIC FINANCE	331.89	435562	
FUNCTION 4 LLC	92.04	435617	
PRINTING DEPARTMENT			697.11*

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	1,200.00 333.16	435562 435617	1,533.16*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	7.22 70.00 19.41	435508 435562 435617	96.63*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT OLMSTED-KIRK PAPER TIME WARNER COMMUNICATIONS VERIZON WIRELESS SPOK INC	30.00 576.00 2,442.76 303.92 3.00	435446 435460 435477 435505 435591	3,355.68*
DATA PROCESSING			
DELL MARKETING L.P. OFFICE DEPOT CDW COMPUTER CENTERS, INC. PCM-G DE LAGE LANDEN PUBLIC FINANCE SPOK INC FUNCTION 4 LLC	1,556.84 51.84 2,079.57 55.99 70.00 12.06 19.41	435437 435459 435502 435547 435562 435591 435617	3,845.71*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	143.03 70.00 19.41	435508 435562 435617	232.44*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	71.47 271.65 75.34	435508 435562 435617	418.46*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	28.60 266.91 480.00 133.11	435446 435508 435562 435617	908.62*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT COUNTY & DISTRICT CLERK ASSN. OF TX UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE WESTERN MICROGRAPHICS & IMAGING FUNCTION 4 LLC	2,960.68 125.00 339.44 70.00 397.46 19.41	435446 435495 435508 435562 435574 435617	3,911.99*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A. JOHN E MACEY KEVIN S. LAINE UNITED STATES POSTAL SERVICE JASON ROBERT NICKS DE LAGE LANDEN PUBLIC FINANCE JAMES R. MAKIN, P.C. M.K. HAMZA, PHD, P.A. FUNCTION 4 LLC	1,190.00 900.00 4,468.00 15.27 900.00 441.64 10,635.39 800.00 122.48	435442 435453 435499 435508 435553 435562 435563 435578 435617	19,472.78*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	.40 70.00 19.41	435508 435562 435617	89.81*
60TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	4.84 70.00 19.41	435508 435562 435617	94.25*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	.81 70.00 19.41	435508 435562 435617	90.22*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	6.56 70.00 19.41	435508 435562 435617	95.97*
252ND DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW CASH ADVANCE ACCOUNT KIRKSEY'S SPRINT PRINTING UNITED STATES POSTAL SERVICE LANGSTON ADAMS DE LAGE LANDEN PUBLIC FINANCE M.K. HAMZA, PHD, P.A. SAMUEL & SON LAW FIRM PLLC FUNCTION 4 LLC	3,581.25 763.14 38.50 57.12 900.00 70.00 3,200.00 1,833.64 19.41	435423 435446 435451 435508 435516 435562 435578 435593 435617	10,463.06*
279TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	435562 435617	89.41*
317TH DISTRICT COURT			
JACK LAWRENCE PHILLIP DOWDEN THOMAS J. BURBANK PC ANITA F. PROVO KEVIN PAULA SEKALY PC GLEN M. CROCKER JOEL WEBB VAZQUEZ KIMBERLY PHELAN, P.C. TONYA CONNELL TOUUPS ALLEN PARKER P DEAN BRINKLEY DE LAGE LANDEN PUBLIC FINANCE WILLIAM FORD DISHMAN MATUSKA LAW FIRM TARA SHELANDER MELANIE AIREY LAW OFFICE OF J SCOTT FREDERICK ASHLEY CEDILLO FUNCTION 4 LLC THE DAWS LAW FIRM PLLC	1,050.00 900.00 325.00 650.00 1,050.00 1,100.00 1,200.00 325.00 75.00 75.00 75.00 70.00 225.00 75.00 75.00 375.00 650.00 150.00 19.41 75.00	435416 435419 435426 435464 435468 435516 435528 435532 435541 435554 435555 435562 435583 435586 435589 435596 435597 435609 435617 435618	8,539.41*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	36.24 90.00 24.96	435508 435562 435617	151.20*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	435562 435617	89.41*
JUSTICE COURT-PCT 4			
RAY S. CHESSON DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	28.13 90.00 24.96	435497 435562 435617	143.09*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL	
TEXAS STATE UNIVERSITY SAN MARS UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE GALLS LLC FUNCTION 4 LLC	150.00 54.55 70.00 68.94 19.41	435473 435508 435562 435598 435617	362.90*	
JUSTICE OF PEACE PCT. 8 UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE THOMSON REUTERS-WEST FUNCTION 4 LLC		307.12 70.00 336.00 19.41	435509 435562 435580 435617	732.53*
COUNTY COURT AT LAW NO. 1 UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC		1.84 85.30 245.92 68.20	435508 435510 435562 435617	401.26*
COUNTY COURT AT LAW NO. 2 EDWARD B. GRIPON, M.D., P.A. UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC		595.00 4.49 70.00 19.41	435442 435508 435562 435617	688.90*
COUNTY COURT AT LAW NO. 3 JACK LAWRENCE DONALD BOUDREAUX OFFICE DEPOT UNITED STATES POSTAL SERVICE LANGSTON ADAMS DE LAGE LANDEN PUBLIC FINANCE MATUSKA LAW FIRM FUNCTION 4 LLC		500.00 300.00 52.30 3.22 300.00 70.00 300.00 19.41	435416 435425 435459 435508 435516 435562 435586 435617	1,544.93*
COURT MASTER JUDGE LARRY GIST UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC		590.61 .46 70.00 19.41	435441 435508 435562 435617	680.48*
MEDIATION CENTER UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC		2.80 70.00 19.41	435508 435562 435617	92.21*
COMMUNITY SUPERVISION DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC		280.00 77.64	435562 435617	357.64*
SHERIFF'S DEPARTMENT TRUCKVAULT, INC. CITY OF NEDERLAND KAY ELECTRONICS, INC. KIRKSEY'S SPRINT PRINTING OFFICE DEPOT AT&T UNITED STATES POSTAL SERVICE SPECTRUM CORPORATION DE LAGE LANDEN PUBLIC FINANCE INDEPENDENT STATIONERS RITA HURT BEST BUY BUSINESS ADVANTAGE ACCOUNT AMERICAN TOWING FUNCTION 4 LLC		39.00 77.48 930.00 24.95 1,544.26 32.53 1,124.12 843.81 800.00 110.26 825.00 498.99 250.00 221.84	435420 435431 435450 435451 435459 435474 435508 435542 435562 435564 435569 435584 435587 435617	7,322.24*
CRIME LABORATORY				

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	162.12	435459	
COLE PALMER INSTRUMENT CO.	1,824.92	435461	
DE LAGE LANDEN PUBLIC FINANCE	90.00	435562	
RDB SERVICES	500.00	435570	
ATTAINIT	75.96	435605	
FUNCTION 4 LLC	24.96	435617	
JAIL - NO. 2			2,677.96*
ENTERGY	45,351.62	435443	
SETZER HARDWARE, INC.	21.71	435469	
OAK FARM DAIRY	941.50	435498	
WORLD FUEL SERVICES	534.77	435551	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	435562	
SAM'S CLUB DIRECT	6,166.56	435577	
KROPP HOLDINGS INC	630.99	435582	
SUPERIOR MEAT SERVICES	2,154.88	435600	
TEXAS PRISONER TRANSPORTATION SERVI	1,246.50	435610	
FUNCTION 4 LLC	354.97	435617	
HARDIE'S FRESH FOODS	2,482.05	435622	
RB DISTRIBUTING	2,686.60	435623	
JUVENILE PROBATION DEPT.			63,852.15*
OFFICE DEPOT	197.58	435459	
LARONDA TURNER	130.54	435462	
CHERYL TARVER	117.70	435496	
UNITED STATES POSTAL SERVICE	1.73	435508	
LATRICIA COLEMAN	153.01	435514	
SHANNA CITIZEN	49.22	435515	
LYNN BIERHALTER	107.00	435533	
SHARON STREETMAN	42.80	435534	
NISHA AMIN	800.00	435543	
LATONYA DOUCET	287.30	435544	
BRIA LYNCH	33.70	435545	
DE LAGE LANDEN PUBLIC FINANCE	140.00	435562	
JOSH CUYOS	221.49	435588	
TANISHA GRIFFIN	405.26	435595	
ROXANA MITCHELL	400.18	435602	
CHRISTAL CHANNELL	135.35	435604	
FUNCTION 4 LLC	38.82	435617	
KAYLAN BURTON	70.62	435624	
JUVENILE DETENTION HOME			3,332.30*
ENTERGY	8,485.87	435443	
CHARMTEX INC.	215.70	435525	
BEN E KEITH FOODS	2,706.29	435527	
DE LAGE LANDEN PUBLIC FINANCE	229.79	435562	
FUNCTION 4 LLC	63.73	435617	
CONSTABLE PCT 1			11,701.38*
UNITED STATES POSTAL SERVICE	37.72	435508	
DE LAGE LANDEN PUBLIC FINANCE	323.13	435562	
FUNCTION 4 LLC	89.62	435617	
CONSTABLE-PCT 4			450.47*
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	
CONSTABLE-PCT 6			89.41*
OFFICE DEPOT	52.15	435459	
UNITED STATES POSTAL SERVICE	28.03	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	
CONSTABLE PCT. 7			169.59*
CASH ADVANCE ACCOUNT	378.49	435446	
CONSTABLE PCT. 8			378.49*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	77.00 322.93 89.56	435459 435562 435617	489.49*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC. FMMS HOLDINGS OF TEXAS LLC	9,075.00 49,000.00	435422 435573	58,075.00*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE DAVID OATES ALLEN HOMANN FUNCTION 4 LLC	1.19 200.00 146.59 110.75 55.47	435508 435562 435608 435611 435617	514.00*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY CLAYBAR FUNERAL HOME, INC. COMMUNITY FUNERAL CHAPEL, INC. HIGHTECH SIGNS MUNRO'S OFFICE DEPOT MCKESSON MEDICAL-SURGICAL INC UNITED STATES POSTAL SERVICE BONNIE SWAIN DE LAGE LANDEN PUBLIC FINANCE SAM'S CLUB DIRECT SPOK INC EXCEL MEDICAL WASTE LLC FUNCTION 4 LLC	1,500.00 2,408.00 1,500.00 138.00 22.00 1,241.53 1,151.58 73.15 26.75 372.43 44.34 63.33 35.00 103.29	435427 435432 435434 435444 435455 435459 435503 435508 435556 435562 435577 435591 435601 435617	8,679.40*
HEALTH AND WELFARE NO. 2			
OFFICE DEPOT MCKESSON MEDICAL-SURGICAL INC UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE SPOK INC FUNCTION 4 LLC JACK L MARCUS INC	227.84 411.19 269.06 140.00 10.00 38.82 115.92	435459 435503 435509 435562 435591 435617 435619	1,212.83*
NURSE PRACTITIONER			
SIERRA SPRING WATER CO. - BT DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	14.70 70.00 19.41	435511 435562 435617	104.11*
ENVIRONMENTAL CONTROL			
TEXAS FLOODPLAIN MGMT. ASSN. DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	325.00 323.13 89.62	435483 435562 435617	737.75*
INDIGENT MEDICAL SERVICES			
OFFICE DEPOT CARDINAL HEALTH 110 INC	737.55 31,008.22	435459 435581	31,745.77*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY CITY OF BEAUMONT - WATER DEPT. ENTERGY JOHNSON SUPPLY M&D SUPPLY ACE IMAGEWEAR AT&T GLOBAL SERVICES BAKER DISTRIBUTING COMPANY CENTERPOINT ENERGY RESOURCES CORP DE LAGE LANDEN PUBLIC FINANCE	371.29 201.23 6,870.90 12.84 22.81 143.12 2,763.00 260.68 316.80 70.00	435417 435429 435443 435448 435452 435470 435523 435526 435530 435562	

NAME

AMOUNT

CHECK NO.

TOTAL

AT&T	12,847.94	435606	
FUNCTION 4 LLC	19.41	435617	
VECTOR SECURITY	90.00	435620	
MAINTENANCE-PORT ARTHUR			23,990.02*
CITY OF PORT ARTHUR - WATER DEPT.	883.64	435430	
TEXAS GAS SERVICE	131.08	435522	
DE LAGE LANDEN PUBLIC FINANCE	140.00	435562	
FUNCTION 4 LLC	38.82	435617	
MAINTENANCE-MID COUNTY			1,193.54*
CITY OF NEDERLAND	122.75	435431	
OFFICE DEPOT	164.97	435459	
SANITARY SUPPLY, INC.	1,647.08	435467	
ACE IMAGEWEAR	92.24	435470	
W. JEFFERSON COUNTY M.W.D.	48.40	435491	
US FLAG & FLAGPOLE SUPPLY	331.87	435494	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
A1 FILTER SERVICE COMPANY	99.50	435568	
FUNCTION 4 LLC	19.41	435617	
SERVICE CENTER			2,596.22*
SPIDLE & SPIDLE	14,152.60	435415	
THE MUFFLER SHOP	100.00	435454	
MUNRO'S	39.70	435455	
PHILPOTT MOTORS, INC.	213.98	435463	
TATE & CO., INC.	6,414.05	435479	
JEFFERSON CTY. TAX OFFICE	7.50	435504	
BUMPER TO BUMPER	286.00	435529	
AMERICAN TIRE DISTRIBUTORS	363.36	435546	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
MIGHTY OF SOUTHEAST TEXAS	131.59	435566	
EASTEX PRESSURE WASHERS	396.00	435571	
FUNCTION 4 LLC	19.41	435617	
VETERANS SERVICE			22,194.19*
UNITED STATES POSTAL SERVICE	2.66	435508	
UNITED STATES POSTAL SERVICE	2.51	435509	
HILARY GUEST	98.33	435517	
DE LAGE LANDEN PUBLIC FINANCE	240.00	435562	
FUNCTION 4 LLC	66.56	435617	
MOSQUITO CONTROL FUND			410.06*
SUPERIOR TIRE & SERVICE	51.28	435418	
CITY OF NEDERLAND	52.42	435431	
MUNRO'S	82.20	435455	
TRIANGLE ENGINE DIST.	103.32	435486	
UNITED PARCEL SERVICE	22.05	435488	
FASTENAL	33.04	435501	
INTERSTATE ALL BATTERY CENTER - BMT	99.98	435548	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	
FAMILY GROUP CONFERENCING			533.70**
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	
LAW LIBRARY FUND			89.41**
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	
COMMUNITY SUPERVISION FND			89.41**
TIME WARNER COMMUNICATIONS	84.61	435478	
UNITED STATES POSTAL SERVICE	217.41	435508	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE JCCSC	319.74 58.00	435509 435558	679.76**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT. ECOLAB	1,565.05 336.60	435429 435438	
ISI COMMERCIAL REFRIGERATION	202.50	435445	
SYSKO FOOD SERVICES, INC.	1,396.87	435475	
TIME WARNER COMMUNICATIONS	35.04	435476	
VINCENT'S A/C	195.53	435506	
BEN E KEITH FOODS	1,369.66	435527	
CENTERPOINT ENERGY RESOURCES CORP	424.48	435530	
ROCHESTER ARMORED CAR CO INC	114.75	435557	
DE LAGE LANDEN PUBLIC FINANCE	140.00	435562	
SAM'S CLUB DIRECT	49.52	435577	
MODULAR SPACE CORPORATION	617.50	435579	
SPOK INC	16.41	435591	
FUNCTION 4 LLC	38.82	435617	
COMMUNITY CORRECTIONS PRG			6,502.73**
DE LAGE LANDEN PUBLIC FINANCE	90.00	435562	
FUNCTION 4 LLC	24.96	435617	
DRUG DIVERSION PROGRAM			114.96**
DE LAGE LANDEN PUBLIC FINANCE	80.00	435562	
FUNCTION 4 LLC	22.19	435617	
JAG GRANTS			102.19**
OFFICE DEPOT	119.99	435459	
LAW OFFICER TRAINING GRT			119.99**
PARKER INDEPENDENT STATIONERS	247.89 26.19	435524 435564	
COUNTY RECORDS MANAGEMENT			274.08**
TEXAS HISTORICAL COMMISSION	440.00	435481	
DEPUTY SHERIFF EDUCATION			440.00**
CASH ADVANCE ACCOUNT	968.35	435446	
TEXAS NARCOTICS OFFICER'S ASSN.	325.00	435484	
TEXAS NARCOTICS OFFICER'S ASSN.	325.00	435485	
HOTEL OCCUPANCY TAX FUND			1,618.35**
D&S SIGN & SUPPLY, INC.	186.00	435421	
BEAUMONT TROPHIES	136.00	435424	
CITY OF BEAUMONT - WATER DEPT.	260.98	435429	
COTTON CARGO	5,032.50	435436	
OFFICE DEPOT	134.99	435459	
UNITED STATES POSTAL SERVICE	21.00	435508	
LA RUE ROUGEAU	144.49	435539	
DE LAGE LANDEN PUBLIC FINANCE	315.00	435562	
SAM'S CLUB DIRECT	29.50	435577	
FUNCTION 4 LLC	87.36	435617	
RYAN WHITE	335.00	435621	
DISTRICT CLK RECORDS MGMT			6,682.82**
DE LAGE LANDEN PUBLIC FINANCE	140.00	435562	
FUNCTION 4 LLC	38.82	435617	
CAPITAL PROJECTS FUND			178.82**
TEXAS GENERAL LAND OFFICE	2,191,222.97	435482	
AIRPORT FUND			2,191,222.97**

NAME

AMOUNT

CHECK NO.

TOTAL

SPIDLE & SPIDLE	699.40	435415
CITY OF NEDERLAND	778.58	435431
COASTAL WELDING SUPPLY	425.00	435433
PHILPOTT MOTORS, INC.	136.91	435463
SMART'S TRUCK & TRAILER, INC.	197.54	435471
WHITE TUCKER COMPANY INC	116.57	435493
UNITED STATES POSTAL SERVICE	1.61	435508
LOWE'S HOME CENTERS, INC.	38.80	435513
MCGRIFF, SEIBELS & WILLIAMS OF TX	8,200.00	435519
UNIFIRST HOLDINGS INC	267.26	435549
DE LAGE LANDEN PUBLIC FINANCE	140.00	435562
EASTERN AVIATION FUELS INC	48,514.79	435592
FUNCTION 4 LLC	38.82	435617
SE TX EMP. BENEFIT POOL		59,555.28**
CHLIC-CHICAGO	63,142.81	435550
WORKER'S COMPENSATION FD		63,142.81**
TRISTAR RISK MANAGEMENT	4,821.24	435531
		4,821.24**
		2,663,822.74***

**AGENDA ITEM****July 10, 2017**

Receive and file executed Master Services Agreement between Jefferson County, Texas and Athena Health for Athena Net services.

ATHENAHEALTH MASTER SERVICES AGREEMENT – athenaGives

Until accepted by Athena, this form is an offer from Client to Athena to contract on the terms below. After execution by Client and acceptance of this form by Athena, an authorized Athena representative will countersign it, and this form will then become effective as a binding agreement between the Parties as of the Effective Date.

Section 1. Defined Terms.

"Agreement" means this Master Services Agreement, Exhibit A, Schedule I, the Third Party Terms, and the Service Description.

"Applicable Law" means all federal, state, and local laws and regulations, including, without limitation, those relating to kickbacks, fraud and abuse, confidentiality (including HIPAA), Medicaid, Medicare, or the Telephone Consumer Protection Act, in each case to the extent directly applicable to the respective Party's performance of its obligations under this Agreement.

"Athena" is athenahealth, Inc. and its subsidiaries, 311 Arsenal St., Watertown, MA 02472; Tel: 617.402.1000; Fax: 617.402.1099.

"Athena Property" means athenaNet, Limited Services, athenaNet Content, Materials, the Service Description, proprietary methods, templates, spreadsheets, databases and other electronic tools created or owned by Athena, including all data and information included in or entered into athenaNet that Athena compiles, sorts, integrates, normalizes, analyzes, maps, stores, processes, selectively aggregates and/or combines with multiple disparate data sources, for comparison, benchmarking or other similar and lawful purposes, as well as edits, improvements, additions, modifications, interfaces, and derivative works prepared from or relating to any of the foregoing, and any and all tangible and intangible works of authorship, copyrights, patents, trademarks, trade secrets and trade dress, and all intellectual property rights in any of the foregoing.

"athenaNet" means the internet-based athenaNet® multi-user platform used to provide Limited Services, together with Limited Services Functionality and associated databases.

"athenaNet Content" means any data made available by Athena as part of Limited Services and all documents, formats, forms, functions, and screens for organizing or presenting that data.

"Authorized Users" means those employees (including volunteers) of Client (i) who are designated by Client on athenaNet control screens, and (ii) who have been granted access to athenaNet by Client in its exercise of reasonable discretion relating to the receipt of Limited Services hereunder by Client, and (iii) from whom Client has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in this Agreement.

"Client" is County of Jefferson (use full legal name)

Address: 1149 Pearl St, 7th Floor, Beaumont, TX 77701

Tel: (409) 835-8697 Fax: (409) 839-2352 Client Tax I.D.: 74-6000291

E-mail: rdragulski@co.jefferson.tx.us

"Client Data" means all data and information of Client provided by Client or its Authorized Users to Athena, including through athenaNet. Client Data includes Client's Confidential Information.

"Confidential Information" means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Without limitation, Confidential Information includes financial and other business information of either Party. With respect to Athena, Confidential Information includes Limited Services Functionality, athenaNet Content, Materials, the terms of this Agreement, and the Service Description, and in each case, any visual reproduction thereof. Notwithstanding the foregoing, Confidential Information does not include PHI or information that the receiving Party can demonstrate: (i) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (ii) was rightfully in the receiving Party's possession or known by it prior to receipt from the disclosing Party; (iii) is rightfully disclosed without restriction to the receiving Party by a third party without violation of obligation to the disclosing Party; or (iv) is independently developed for the receiving

Party by third parties without use of the Confidential Information of the disclosing Party.

"Effective Date" means the date this form is countersigned by Athena.

"Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and associated regulations, as may be amended from time to time.

"Limited Services" means the services provided by Athena under this Agreement, including, but not limited to the Limited Services Functionality, together with certain associated services set forth in the Service Description, and the services described on Schedule I attached hereto; provided that Limited Services shall not include, and Athena shall not perform or be requested to perform, any services or functionality that are not set forth in this Agreement.

"Limited Services Functionality" means the software functionality of athenaNet that (i) enables system access and use; (ii) accepts data input by Authorized Users; and (iii) permits such data to be entered, organized, and displayed in athenaNet.

"Materials" means all instructions, manuals, specifications, and training Athena provides in connection with Limited Services.

"Notice" is defined in Section 15 of this Agreement.

"Party" means Athena or Client. **"Parties"** means Athena and Client.

"PHI" means "protected health information" as that term is used under HIPAA. **"Client PHI"** means PHI that Athena receives from or on behalf of Client or creates on behalf of Client.

"Privacy Rule" means the privacy standards in 45 C.F.R. Part 160 and Part 164, subparts A and E.

"Provider" means a physician or licensed or specially trained non-physician who is linked to Client, and performs health services for Client.

"Security Rule" means the Security Standards in 45 C.F.R. Part 160 and Part 164, subparts A and C.

"Service Description" means the document entitled "athenaNet Service" periodically updated by Athena and incorporated herein that contains a description of certain Limited Services.

"Third Party Items" means the third party products and services incorporated into athenaNet and made available to Client hereunder.

"Third Party Terms" means the pass-through terms and conditions set forth at <http://www.athenahealth.com/tpt> applicable to Client's access to and use of the Third Party Items.

Section 2. Athena Services.

(a) Athena shall provide Limited Services as described in this Agreement. The Parties shall perform their respective obligations as set forth in this Agreement.

(b) Client will not pay Athena a fee for access or use to athenaNet and Limited Services, it being understood that Athena's contribution of such access and use to Client without charge is provided under Athena's Corporate Responsibility Program and that the absence of a fee will not waive or reduce the obligations and liabilities of Client in the event of breach of this Agreement by it or by any Authorized User.

(c) Client shall be responsible for prompt payment of the following:

(i) All government taxes, duties, tariffs, levies and similar assessments or charges due or levied by reason of or based upon sale or provision of Limited Services under this Agreement, including without limitation any excise, use, sales, service, or transfer taxes but excluding taxes on Athena's net income; and

(ii) All communications tariffs, transaction charges, or carrier charges arising out of the sale or provision of Limited Services under this Agreement, including

without limitation government-imposed access or regulatory fees.

Without limitation, Athena will be entitled to pass through to Client or to re-coup from Client all assessments and charges under this Section 2(c) to the extent paid or to be paid by Athena or third parties to the extent passed through to them by Athena. Notwithstanding the foregoing, Athena's failure to include any amounts referenced in this Section 2(c) on any invoice shall not be deemed a waiver of its right to pass through or recoup such amount.

Section 3. Term and Termination.

(a) This Agreement will have a term of one year from the Effective Date. In the event that Athena continues to provide Limited Services after the initial one year term, then the term will automatically extend for additional consecutive one-year terms unless terminated as set forth below.

(b) Either Party may terminate this Agreement or any Limited Services at any time, with or without cause, by providing the other Party with no less than 10 days' Notice.

(c) Either Party may terminate this Agreement effective upon Notice to the other Party if (i) the other Party defaults in performance of any material provision of this Agreement and such default is not cured within a period of 10 days following Notice describing the specific default; (ii) the other Party violates Applicable Law; (iii) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (iv) the other Party is adjudged bankrupt; (v) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (vi) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (vii) the other Party becomes insolvent, suspends business or ceases to conduct its business in the ordinary course; or (viii) the other Party makes an assignment of its assets for the benefit of its creditors. Termination of this Agreement by Athena for Client's failure to pay amounts owed will not constitute irreparable harm to Client.

(d) Athena may terminate this Agreement for cause effective upon Notice if Client (i) violates any System and Service Access and Use provision in Section 5 herein, or (ii) has breached or breaches the warranty in Section 9(b)(iv) herein.

(e) If Client ceases to provide free health services to uninsured patients, it shall immediately provide Notice to Athena, and Athena may then terminate this Agreement unilaterally and immediately without further notice to Client.

Section 4. Client Representations and Warranties. Client represents, warrants and covenants to Athena on a continuing basis throughout the term of this Agreement that:

(a) Client provides free health services to uninsured patients;

(b) Client is a local government entity of the state of Texas;

(c) Client will not bill or claim payment in any form, directly or indirectly, from any government healthcare program or other third party payer for the cost of any services or functionality under this Agreement (e.g., on a government cost report);

(d) Client operates in the United States and Client has provided Athena with the following:

(i) sufficient notice in advance of access and use intended to permit it, with the exercise of reasonable effort and expense, to establish and configure server capacity that it reasonably believes sufficient to provide the Limited Services with respect to care at that location, and

(ii) assurances reasonably acceptable to Athena that it and its Authorized Users have completed implementation steps, including but not limited to the creation of tables and connectivity that Athena reasonably believes are necessary or advisable for the proper function of the Limited Services with respect to care on behalf of Client.

(e) Client does not and will not at any time that it receives services from Athena, claim or accept payment for all or any part of Client's

services to patients, or for Client's operating or other costs from any government health care program or other third party payer;

(f) Client does not and will not engage in the recommendation or promotion of Athena's services to other entities or individuals, provided, however, that this restriction shall not prevent other entities or individuals from visiting Client's facilities to observe its use of Athena's services nor shall it prevent Client from accurately and factually recounting to others its experience with Athena's services, provided that in either case no recommendation or promotion of Athena's services is made;

(g) Client shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers and shall, at Athena's request, provide Athena with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement; and

(h) Client's statements in Athena's verification survey were true and correct as of the date such statements were made and continue to be true and correct.

Section 5. System and Service Access and Use.

(a) Access to athenaNet is provided solely to facilitate access to Limited Services. Subject to compliance with the terms and conditions of this Agreement, Client access to athenaNet is on a limited, non-exclusive, non-transferable basis only during the term of this Agreement. Client shall access athenaNet only (i) through its Authorized Users acting within the scope of their service for Client; (ii) on Athena's servers as authorized by Athena; (iii) for the internal use of Client; and (iv) from and within the United States. If the Limited Services provided to Client hereunder include revenue-cycle management, Client shall not use, directly or indirectly, any patient service-related billing system or method other than athenaNet and the Limited Services, including cash billing systems, unless Client (i) uses a different tax identification number for claims submitted through a different billing system, or (ii) agrees to use Athena's mixed remittance process with respect to such claims. Client acknowledges and agrees that it and its Authorized Users shall only access athenaNet through an internet browser and shall not use any internal interface or virtual private network (VPN) to access athenaNet.

(b) Neither Client nor any Authorized User will access athenaNet to enter, store, access, manipulate, or transfer data other than with regard to health care-related services provided on behalf of Client.

(c) No access or use of athenaNet is permitted directly or indirectly for or in connection with the transfer of funds or value across any international border. Access and use of athenaNet is limited strictly for the purpose of Client's use of the Limited Services. Neither Client nor any Authorized Users will, directly or indirectly, export or transmit any of the data sourced in, stored in or reflecting athenaNet to any country other than the United States. Without limiting the foregoing, no access or use of athenaNet is permitted directly or indirectly for or in connection with export or transmission of data in or to the People's Republic of China, Afghanistan, Iraq, North Korea, or to any other country to which such export or transmission is restricted by regulation or statute, without prior written consent, if required, of the Office of Export Administration of the United States Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

(d) Client shall ensure that each Authorized User complies with the terms of this Agreement as well as Applicable Law. Client shall terminate any Authorized User's access to athenaNet (i) when such person no longer meets the definition of "Authorized User;" (ii) if conduct by such Authorized User breaches any term of this Agreement; or (iii) upon such Authorized User's indictment, arrest, or conviction of any crime related to claims or other transactions, financial relationships, or financial dealings in connection with health care, and Client shall immediately inform Athena of any such indictment, arrest, or conviction. Client is responsible for all acts and omissions of any Authorized User in connection with such Authorized

User's access and use of athenaNet. Athena may restrict, suspend, or terminate an Authorized User's access to athenaNet if Athena determines in its reasonable discretion that such access has an adverse effect on Athena.

(e) Client shall monitor Authorized Users' use of passwords and require Authorized Users to protect their passwords and log in credentials. Client is responsible for any use of data, information, or services obtained through athenaNet by Authorized Users. Except as expressly permitted under this Agreement, Client shall not and shall cause its Authorized Users not to: (i) access or use Athena Property in connection with the provision of any services to third parties; (ii) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third party any Athena Property; (iii) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Athena Property; (iv) use Athena Property in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including but not limited to introduction of any viruses or malware into athenaNet; (v) enter data in athenaNet that is threatening, harmful, lewd, offensive, defamatory, or that injures or infringes the rights of others; (vi) apply systems to extract or modify information in athenaNet using technology or methods such as those commonly referred to as "web scraping," "data scraping," or "screen scraping;" (vii) use Athena Property or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone; or (viii) use Athena Property except as specifically permitted under this Agreement. Use of or access to Athena Property not in accordance with the terms of this Agreement is strictly prohibited. Any violation of this Section 5 will cause Athena irreparable and immediate harm, and Athena is entitled to injunctive relief to prevent such violation.

Section 6. Confidential Information. Each Party shall exercise reasonable care to hold Confidential Information in confidence and not use it or disclose it to any other person or entity, except (i) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (ii) as agreed in writing by the other Party; (iii) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure); or (iv) as required by law. The Parties shall also comply with the terms set forth in Exhibit A hereto.

Section 7. Usage and Ownership. Except for the right to use Athena Property subject to the terms and conditions contained herein, this Agreement does not confer on Client a license in, ownership of, or interest in Athena Property. Athena developed or acquired Athena Property exclusively at its private expense. Athena Property and all right, title, and interest in and to it is and will remain the exclusive property of Athena. Athena has the unrestricted and permanent right to use and implement all ideas, advice, recommendations, or proposals of Client and its personnel with respect to Athena Property in any manner and in any media. As between Athena and Client, Client retains all right, title and ownership rights to the Client Data. Client hereby grants to Athena a fully-paid up, worldwide, sub-licensable, perpetual, right and license to Client Data for the purpose of creating Athena Property.

Section 8. Compliance.

(a) Each Party shall comply with Applicable Law. Client is solely responsible for compliance with all legal and regulatory requirements with respect to Client's use of athenaNet and Limited Services.

(b) The Parties agree that (i) any fees charged or amounts paid hereunder are not intended, nor will they be construed to be, an inducement or payment for referral of patients among Athena, Client, or any third party, and (ii) neither Party will enter into any agreements, or otherwise make any payments, for the purpose of rewarding the referral of patients among Athena, Client, or any third party.

(c) The Parties shall each separately maintain effective compliance programs consistent with the relevant compliance guidelines set forth by the Office of the Inspector General of the Department of Health and Human Services. The Parties shall cooperate with each other to provide prompt, accurate, and full responses to any material inquiry or concern of either Party related to compliance and to any reasonable request by either Party for clarification, documentation, or further information concerning Client's provision of, or referrals related to, health services for its patients.

(d) To the extent applicable to Limited Services, Client agrees that (i) no payment to or receivable of Client or any Provider is or will be assigned to Athena, and Athena is not and will not be deemed to be the beneficiary of any such payment or receivable, and all such payments and receivables (including, but not limited to, checks and electronic fund transfers) will be payable to and will remain the property of Client or the Provider; (ii) Athena will not endorse or sign any check or instrument; (iii) any lockbox or other account into which Client payments or receivables are properly deposited will remain in the name of, and under the sole ownership and control of, Client or the Provider; (iv) Athena will not be a signatory on or have any power to transfer or withdraw from any account into which Client or Provider payments or receivables from any federally funded program are properly deposited; and (v) in the event funds are deposited in error to Client's lockbox or other Client account, Client shall promptly repay an amount equal to such deposited amount as directed by Athena.

(e) Client shall verify and is solely responsible for the accuracy, completeness, and appropriateness of all information entered into or selected in athenaNet or the Third Party Items. The professional duty to treat the patient lies solely with Client, and use of information contained in or entered into athenaNet or provided through Limited Services in no way replaces or substitutes for the professional judgment or skill of Client. Client is responsible and liable for the treatment of patients as to whom Client and its personnel access or use Limited Services, including responsibility for personal injury or loss of life. Client represents and warrants to Athena that (i) all data it provides to Athena or that it selects in athenaNet, including, but not limited to, codes and practitioner identifiers, are accurate and in conformity with all legal requirements; (ii) its medical records appropriately support all codes that it enters, selects, or approves; (iii) it and its personnel are duly authorized to enter and access such data; and (iv) Athena is duly authorized to receive, use, and disclose such data subject to the terms of this Agreement. Athena is not a health plan or healthcare provider and it cannot and does not independently review or verify the medical accuracy or completeness of the medical information entered into, or made available to it in, athenaNet. Use of and access to Limited Services, including, but not limited to, clinical information in athenaNet, is at the sole risk and responsibility of Client, Authorized Users, and any practitioner or health care provider or facility using data provided by Athena as part of Limited Services. Athena will not be liable for any action or inaction of Client which may give rise to liability under the federal False Claims Act or any state version thereof.

Section 9. Warranties and Limitations.

(a) Athena warrants to Client that, to Athena's knowledge, the Limited Services Functionality, when used properly and as expressly authorized by Athena, does not infringe any valid patent, registered copyright, or other registered intellectual property right under the laws of the United States, provided that Athena makes no warranty to the extent that such infringement results from (i) use or access of athenaNet by Client in combination with any data, software, or equipment provided by Client or any third party that could have been avoided by use or access of athenaNet without such data, software, or equipment, or (ii) any breach of any agreement by, or any negligent or other wrongful act or omission of, Client or any party acting on behalf of Client.

(b) Each Party represents and warrants to the other Party on a continuing basis through the term of this Agreement that (i) it has the requisite corporate power and authority to execute and perform its

obligations under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to bind it hereunder and that such Party's execution of this Agreement is not in violation of such Party's bylaws, certificate of incorporation or other comparable document; (iii) the execution of this Agreement does not constitute a material breach by such Party of any covenants or agreements by which such Party or any of its assets are bound; and (iv) neither it nor any of its personnel to its knowledge (A) has been convicted of any crime arising from claims or other transactions, financial relationships, or financial dealings in connection with health care, or (B) has been excluded from any federal or state health care program.

(c) Client represents, warrants, and covenants to Athena that (i) it and its Providers are, and will be, duly licensed and authorized in accordance with Applicable Law to provide and bill for the health services they render; and (ii) all athenaNet local rule requests, technical requests, or other requests, waivers, or directives by or on behalf of Client are and shall remain compliant with Applicable Law and with all applicable payer requirements.

(d) ***Except as expressly provided herein, Athena disclaims all representations and warranties of any kind or nature, express or implied (either in fact or by operation of law), with respect to any service or item provided hereunder. Except as expressly provided herein, Athena Property is provided "as is." Athena does not warrant that Athena property will be error-free or will be provided (or available) without interruption or meet Client's business or operational needs. Client has not relied on any representations, warranties, or statements of fact not specifically included in this Agreement, and shall not assert, and shall cause its affiliates and personnel not to assert, any claim against Athena with respect to its or their reliance on any representations, warranties or statements of fact not specifically included in this Agreement.***

(e) No claim against Athena of any kind under any circumstances may be asserted or filed more than one year after Client knows, or in the exercise of reasonable care could know, of any circumstances, whether by act or omission, that may give rise to such claim.

(f) ***Athena's cumulative, aggregate liability in connection with or arising in any way or in any degree from this Agreement, from Limited Services, or otherwise from the acts or omissions of Athena will not exceed \$5,000 in the aggregate. Athena will not be liable for any failure to provide services, content, or functionality with respect to any claim, statement, or transaction that Athena believes in good faith arises from, in connection with, or contains inaccurate, misleading, or otherwise improper information. Notwithstanding anything to the contrary, Athena will not be liable for indirect, exemplary, punitive, special, incidental, or consequential damages or losses; lost profits or business opportunities; loss of data; or the cost of procurement of substitute items or services.*** Client hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

(g) Client covenants that it will not raise any defense or counterclaim against any claim of Athena under this Agreement, in whole or in part, in connection with or arising out of its status as a government entity, including but not limited to any defense of sovereign immunity.

Section 10. Indemnification. Client will indemnify, hold Athena harmless and defend at its expense any suit brought against Athena or its directors, officers, employees, agents, and their respective successors and assigns, and will pay any settlement Client makes or approves, or any damages awarded in such suit, to the extent such suit is based on a claim by any third party arising from or in connection with: (i) Client's use of athenaNet; (ii) Client's breach of this Agreement; (iii) Client's gross negligence or willful misconduct; or (iv) any personal injury (including death) or damage to real or tangible personal property resulting from Client's or its agents' acts or omissions. Client's obligations set forth above are conditioned upon each of the following: (a) Athena will promptly notify Client in writing of any threatened or actual claim or suit; (b) Client will have sole

control of the defense or settlement of any claim or suit (provided that Athena may, in its sole discretion and at its sole cost and expense, participate in the defense of any such claim or suit using attorneys selected by it); and (c) Athena will cooperate with Client to facilitate the settlement or defense of any claim or suit at Client's expense (with respect to documented and reasonable third party expenses necessary for such cooperation). Client will obtain the prior written approval of Athena before entering into any non-monetary settlement of any claim or suit that would impose additional obligations upon Athena.

Section 11. Third Party Items. As applicable in connection with Limited Services, Athena hereby grants to Client and its Authorized Users a limited, non-exclusive, non-transferable, non-licensable right to access and use the Third Party Items through athenaNet during the term of this Agreement, subject to the Third Party Terms. Athena may modify the Third Party Terms in the event Athena adds or replaces Third Party Items or as required in connection with changes to the third party license agreements for the Third Party Items. Athena agrees to use commercially reasonable efforts to post the current Third Party Terms on athenaNet and notify Client through an alert on athenaNet when Athena has posted revised Third Party Terms. The Third Party Items will not be deemed part of Athena Property. All rights granted in this Section 11 are solely for Client and its Authorized Users' use in connection with Limited Services and will terminate on the earlier of expiration or termination of (i) this Agreement, or (ii) the applicable agreement between Athena and the licensor of the Third Party Items.

Section 12. Force Majeure.

(a) If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (i) that Party uses reasonable efforts to perform those obligations; (ii) that Party's inability to perform those obligations is not due to its failure to (x) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (y) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (z) that Party complies with its obligations under Section 12(b).

(b) During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

Section 13. Mediation. The Parties shall submit any and all disputes, claims, or controversies arising out of or relating to this Agreement to JAMS, or its successor, for mediation in Boston, Massachusetts. Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, which must set forth the subject of the dispute, the relief requested, and the factual and legal bases for such relief. The Parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties shall participate in the mediation in good faith and equally share the costs of the mediation. If the dispute is not resolved by mediation, the Party seeking relief may pursue all remedies available at law, subject to the terms of this Agreement. Notwithstanding this Section 13, either Party may (i) terminate this Agreement according to its terms, or (ii) seek injunctive relief.

Section 14. Choice of Law; Forum. Any dispute arising out of or relating to this Agreement, including any conduct related to this Agreement following termination hereof (each, a "Dispute") will be governed exclusively by the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles. The Federal District Court for the District of Massachusetts or the business litigation section of the state superior court of Massachusetts will be the exclusive venue for any resolution of any Dispute. The Parties hereby submit to and consent irrevocably to the jurisdiction of such courts for these purposes. ***The Parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement.***

Section 15. Notice. Notice under this Agreement means written notification addressed to the individual signing this Agreement at the address listed in Section 1, with a copy to the notified Party's legal department that is (i) delivered by hand; (ii) sent by traceable nationwide parcel delivery service, overnight or next business day service; or (iii) sent by certified United States mail. Properly mailed Notice will be deemed given 3 days after the date of mailing, and other Notice will be deemed made when received. A Party may change its address for notice purposes by providing Notice of such change to the other Party.

Section 16. Miscellaneous. This Agreement constitutes the entire agreement between the Parties relating to Limited Services and supersedes all prior agreements, understandings, and representations relating to Limited Services. Except as otherwise provided herein, no change in this Agreement will be effective or binding unless signed by Client and a duly authorized representative of Athena. Client shall not assign this Agreement without the written consent of Athena, and any attempt by Client to assign this Agreement without Athena's prior written consent will be null and void. This Agreement is binding on the Parties and their successors and permitted assigns. The Parties intend that nothing contained in this Agreement be construed to create a joint venture, partnership, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party. Athena may refer to Client by name in advertising and promotional materials. Client shall not advertise, market, promote, or

publicize in any manner its use of and access to Limited Services without the express written consent of Athena in each instance. Except as explicitly set forth herein, none of the provisions of this Agreement will be for the benefit of or enforceable by any third party. Section titles are for convenience only and will not affect the meaning of this Agreement. No failure by a Party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy hereunder will constitute a waiver. Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision hereof or played a greater role in the preparation of subsequent drafts, neither Party shall be deemed the drafter of this Agreement and no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other. Client shall not join or consolidate claims by other clients, or pursue any claim as a representative or class action or in a private attorney general capacity. In connection with Limited Services, a copy of a signed document sent by PDF or telephone fax will be deemed an original in the hands of the recipient. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such other term or provision. This Agreement may be executed in one or more counterparts and exchanged by electronic means, each of which shall be deemed an original, and all of which together constitute only one agreement between the Parties. The following Sections of this Agreement will survive termination and continue in force: Sections 1, 2(c), 4, 6, 7, 9(c)-(g), 10, and 13 through 16.

Each Party is signing this Agreement on the date stated below that Party's signature.

ATHENAHEALTH, INC.

By: Dave Gancarz
 Name: Dave Gancarz
 Title: Director, Finance
 Date: Jun 22, 2017

CLIENT: COUNTY OF JEFFERSON

By: Jeff Branick
 Name: JEFF R. BRANICK
 Title: COUNTY JUDGE
 Date: 6/22/17

EXHIBIT A – TO ATHENAHEALTH MASTER SERVICES AGREEMENT
Business Associate Agreement

Article 1. Definitions. Capitalized terms used but not defined herein have the meaning attributed to them in (i) the Agreement; or (ii) under HIPAA. In the event of a conflict, the definition under HIPAA controls. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009, as may be amended from time to time. "Unsuccessful Security Incident" means activities such as pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denials of service, and any combination of the foregoing, so long as no such incident results in unauthorized access, use, disclosure, modification, or destruction of Client PHI.

Article 2. Athena's Duties. Athena shall:

- (a) not Use or Disclose Client PHI except (i) as required or permitted by law; (ii) as permitted under the terms of the Agreement or any permission of Client under the Agreement; or (iii) as incidental under HIPAA to another permitted Use or Disclosure;
- (b) use reasonable and appropriate safeguards designed to prevent Use or Disclosure of Client PHI other than as provided in the Agreement, and implement administrative, physical, and technical standards in accordance with the Security Rule designed to protect the confidentiality, integrity, and availability of Client PHI;
- (c) mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Client PHI by Athena that is known to Athena to violate the requirements of the Agreement;
- (d) limit its request for Client PHI to the minimum amount necessary to accomplish the intended purpose of requests for, and Uses and Disclosures of, Client PHI in accordance with 45 C.F.R. 502(b)(1);
- (e) report to Client as soon as practicable and as required by HIPAA and the HITECH Act any known Use or Disclosure of Client PHI by Athena not as provided by the Agreement resulting in a Breach of Unsecured PHI. Such notification shall be made without unreasonable delay following the date of discovery to enable Client to comply with the Breach disclosure requirements under the HITECH Act. Athena shall include within such notice identification, to the extent possible, of each Individual whose Unsecured PHI has been, or is reasonably believed by Athena to have been, accessed, used, or disclosed through the Breach and any other valuable information known to Athena that Client is required to include in its notice to affected Individuals. The reporting requirement set forth hereunder includes, without limitation, disclosures that Athena is aware of that would need to be included in Client's Accounting of Disclosures under HIPAA and/or HITECH Act, provided that Athena is required by HIPAA and the HITECH Act as a Business Associate of Client to include such disclosures;
- (f) report to Client any Security Incident with respect to Client PHI as required by HIPAA and the HITECH Act. This Article 2(f) constitutes notice by Athena to Client of the ongoing existence, occurrence, or attempts of Unsuccessful Security Incidents, for which no additional notice to Client is required;
- (g) require any agent, including a subcontractor, under the Agreement that creates, receives, maintains, or transmits Client PHI on behalf of Athena to agree in writing to substantially the same restrictions and conditions with respect to Client PHI that apply through this Exhibit A to Athena with respect to such PHI;
- (h) at the request of Client, provide access to Client PHI in a Designated Record Set to Client or, as properly directed by Client, to an Individual, in order to meet the requirements under 45 C.F.R. §164.524;
- (i) at the request of Client, make any amendment to Client PHI in a Designated Record Set that Client properly directs or agrees to pursuant to 45 C.F.R. §164.526;
- (j) maintain and make available the information required to provide an Accounting of Disclosures to Client (or an Individual, as applicable) as necessary to satisfy Client's obligations under 45 C.F.R. §164.528;
- (k) make its internal practices, books, and records relating to the Use and Disclosure of Client PHI available to the Secretary of Health and Human Services for purposes of the Secretary's determination of Client's compliance with HIPAA requirements; and
- (l) to the extent that Athena is to carry out any Client obligation(s) under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to Client in the performance of such obligation(s).

Article 3. Client's Duties. Client shall:

- (a) not request, direct, or cause Athena to Use or Disclose PHI unless such Use or Disclosure is in compliance with Applicable Law relating to the privacy and security of patient data and is the minimum amount necessary for the legitimate purpose of such Use or Disclosure;
- (b) notify Athena of any limitation in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Athena's Use or Disclosure of Client PHI;
- (c) notify Athena of any changes in, or revocation of permission by, an Individual to Use or Disclose Client PHI, to the extent that such changes may affect Athena's Use or Disclosure of Client PHI; and
- (d) notify Athena of any restriction on the Use or Disclosure of Client PHI that Client has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Athena's Use or Disclosure of Client PHI.

Article 4. Business Associate Permitted Purposes.

Section 1. Athena's Use and Disclosure of Client PHI is permitted for the following purposes: (i) to provide the Limited Services (including, but not limited to, receipt from and disclosure to payers, patients, vendors, and others in order to provide Limited Services); (ii) for Payment, Health Care Operations, and Treatment (including, without limitation, testing and set up of electronic linkages for Payment transactions); (iii) as requested by Client or an authorized governmental agent for the public health activities and purposes set forth at 45 C.F.R. § 164.512(b); (iv) to provide data aggregation services as permitted by 45 C.F.R. §164.504(e)(2)(i)(B); and (v) to de-identify Client PHI in accordance with 45 C.F.R. §164.514(b), and use or disclose such de-identified information as permitted by Applicable Law. All de-identified information created by Athena in compliance with the Agreement will belong exclusively to Athena, provided that Client will not hereby be prevented from itself creating and using its own de-identified information.

Section 2. Athena may Use Client PHI to carry out its legal responsibilities or for its proper management and administration, including, without limitation, making and maintaining reasonable business records of transactions in which Athena has participated or athenaNet has been used (including back-up documentation).

Section 3. Athena may Disclose Client PHI to carry out its legal responsibilities or for its proper management and administration; provided that (i) such disclosures are required by Applicable Law; or (ii) Athena obtains prior written reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by Applicable Law or for the purpose(s) for which it was disclosed to the person, and the person notifies Athena of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the breach notification requirements of this Exhibit A.

Article 5. Business Associate Termination. Upon termination of the Agreement, to the extent feasible, Athena shall return, destroy, or continue to extend protections to and limit the use and disclosure of Client PHI to the extent required by and in accordance with 45 C.F.R. §164.504(e)(2)(ii)(J), provided that the Parties agree that it is not feasible in light of reasonable business requirements, regulatory compliance requirements, and the rights and obligations under the Agreement for Athena to return or destroy its business records and transaction databases, including, but not limited to, databases that reflect the use of athenaNet and information that Client or Athena has entered in athenaNet in the course of the Agreement to enable or perform Limited Services.

Article 6. Business Associate Default. Any material default by Athena of its obligations under Articles 2 through 4 will be deemed a default of a material provision of the Agreement, and if cure of such default and termination of the Agreement are not feasible, Client may report the default to the U.S. Secretary of Health and Human Services and shall provide the same information to Athena concurrently, where permitted by Applicable Law.

Article 7. Athena Business Records. Subject to the other requirements and limitations of this Exhibit A, the business records of Athena and all other records, electronic or otherwise, created or maintained by Athena in performance of the Agreement will be and remain the property of Athena, even though they may reflect or contain Client PHI.

Schedule I
Additional Limited Services

The Limited Services include network-based medical record and patient engagement functionality enabling Client to update patient information, schedule appointments, document all stages of a patient visit (*i.e.*, check-in, intake/triage, exam, sign-off, check-out), send orders and coordinate care (*e.g.*, e-prescribing), and run reports in athenaNet. The Limited Services also include an online patient portal and automated communication services, enabling Client to set up automated patient appointment reminders and automated messaging campaigns.

To the extent that Client collects money from patients (and/or to the extent Athena makes the following functionality available to Client, in Athena's discretion), the Limited Services may also include functionality allowing Client to assign poverty-based sliding fees, track income verification expiration, and manage collections from patients at the time of service; provided, however, that Client is responsible for: (i) maintaining fee schedules in athenaNet outlining the amounts Client charges for services; and (ii) tracking and depositing to Client's bank any payments (*e.g.*, cash, checks) collected by Client from patients. Any additional services or functionality that Athena makes available to Client, in Athena's sole discretion, will also be considered "Limited Services."

**AGENDA ITEM****July 10, 2017**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Memorandum of Understanding between Jefferson County and Lamar State College-Port Arthur for utilizing county vehicles in the college's training program.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
JEFFERSON COUNTY
AND
LAMAR STATE COLLEGE – PORT ARTHUR**

WHEREAS, the educational welfare of the citizens of Jefferson County is a key concern of our citizens and directly linked to school attendance; and

WHEREAS, there are difficulties in recruiting qualified bus and truck drivers, and Lamar State College-Port Arthur has endeavored directly train students to increase its number of drivers who may be employed locally; and

WHEREAS, Lamar State College-Port Arthur is a unit of the Texas State University System and longtime educational resource of the community and region; and

WHEREAS, Jefferson County has one or more trucks and vehicles that it may make available, for hire, to Lamar State College-Port Arthur to utilize, at agreed times, during the hours of 5:30 pm. And 10:00 p.m.; and

WHEREAS, Jefferson County may have one or more licensed and trained drivers that Lamar State College-Port Arthur may wish to hire, during hours that do not conflict with their County work schedules, to assist them in their training program; and

WHEREAS, Jefferson County deems it reasonable, prudent, and desirable to partner with Lamar State College-Port Arthur in its endeavors to provide access to educational opportunities and job enhancing skill training to citizens of Port Arthur and Jefferson County; now, therefore,

BE IT RESOLVED

THAT: This Memorandum of Understanding is hereby authorized, and agreed to pursuant to Chapter 791, Texas Government Code, between Jefferson county (“County”) and Lamar State College-Port Arthur [“LSCPA”].

THAT: The County deems it a public purpose to increase and enhance, the number of qualified applicants to fill school bus and truck driver vacancies.

THAT: The County will provide, appropriate for Class B CDL training, school buses, dump trucks and other vehicles (which not are required during the times scheduled for the program’s use) subject of the following:

- A. The County will be added as an additional insured on the college’s insurance relative to the vehicles hired and LSCPA will provide County evidence of insurance
- B. County will provide LSCPA with vehicles based on availability at no cost.

- C. Training will be conducted by properly trained and licensed individuals.
- D. The trucks and vehicles hired by LSCPA will be inspected upon arrival and conclusion of training periods.
- E. The County assumes no liability for County vehicles used in the training program and LSCPA will be in exclusive control of the vehicles and operators during the training periods and nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
- F. LSCPA may hire licensed County employees, at the rate of \$20.00 per hours, drivers during their off-hours to assist in this training program but no such person hired will be considered a borrowed servant, as that is interpreted under Texas law. (County retains no right to direct control or supervise such employees while engaged by LSCPA.)
- G. Lamar State College-Port Arthur shall advertise open positions with PAISD and other potential employers to drivers who successfully complete the training.
- H. LSCPA will evidence to County that LSCPA has immunity pursuant to the Texas Tort Claims Act.
- I. LSCPA will provide Auto liability insurance with a limit of \$1,000,000 CSL for incidents not afforded Tort Immunity (\$100,000 bodily injury per person / \$300,000 bodily injury per accident / \$100,000 property damage per accident), naming Jefferson County as Additional Insured by endorsement. LSCPA will also provide coverage for vehicle damage even if by uninsured or underinsured motorists, to cover any deductible and necessary costs of repair, total loss and diminution of value. Coverage for the vehicles will insure same from the time they leave the Precinct #3 facility until returned.
- J. LSCPA will pay drivers employed directly and comply with all IRS regulations regarding salaries paid and shall provide Workers Compensation Insurance Coverage for County employees utilized.
- K. LSCPA will provide all fuel required during times of use of the vehicles and return same with fuel capacity they had upon delivery.
- L. The LSCPA may cancel this agreement at any time.
- M. LSCPA will indemnify and hold County harmless against any and all claims which may arise from the use of the vehicles and this indemnity shall have the broadest meaning allowed by law.

THAT: The County will provide said vehicles for use in the program to the college at no cost.

THAT: The County fully supports the college in its endeavor to provide quality education and employment eligibility enhancing programs.

THAT: This Memorandum of Understanding represents the entirety of the agreement between the named parties and may be amended by mutual written consent executed by the signatories hereto or their successors.

THAT: This Memorandum of Understanding will remain in full force and effect unless one party notifies the other of the desire to terminate this agreement in writing.

THAT: This Memorandum of Understanding shall become effective upon the date of signature of the last signatory hereto.

Jefferson County, Texas


Jeff R. Branick
County Judge

07-10-2017
Date

Lamar State College Port Arthur


Dr. Betty Reynard, President
Lamar State College Port Arthur

6/27/17
Date

**AGENDA ITEM****July 10, 2017**

Consider, possibly approve, authorize the County Judge to execute receive and file an Order approving a Tax Exempt Bond Financing To Be Undertaken by The Tarrant County Cultural Education Facilities Finance Corporation For The Benefit of Buckner Retirement Services, Inc.

CERTIFICATE FOR ORDER

**THE STATE OF TEXAS
COUNTY OF JEFFERSON**

I, the undersigned County Clerk of JEFFERSON COUNTY, TEXAS (the "County"), hereby certify as follows:

1. The Commissioners Court (the “Commissioners Court”) of the County convened in REGULAR MEETING ON THE 10TH DAY OF JULY, 2017, at its regular meeting place in the Jefferson County Courthouse (the “Meeting”), and the roll was called of the duly constituted officers and members of the Commissioners Court.

All members of the Commissioners Court were present, except the following: _____, thus constituting a quorum, whereupon among other business, the following was transacted at the Meeting, a written:

**ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY,
TEXAS APPROVING A TAX EXEMPT BOND FINANCING TO BE
UNDERTAKEN BY TARRANT COUNTY CULTURAL EDUCATION
FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF BUCKNER
RETIREMENT SERVICES, INC.**

(the “Order”) was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be adopted; and, after due discussion, such motion, carrying with it the adoption of the Order prevailed and carried by the following votes:

AYES: 5

NOES: 0

ABSTENTIONS: 0

2. A true, full, and correct copy of the Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Order has been recorded in the Commissioners Court's minutes of the Meeting pertaining to the adoption of the Order; the members of the Commissioners Court were duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Order would be introduced and considered for adoption at the Meeting; and the Meeting was open to the public, and public notice was given, all as required by Chapter 551, *Texas Government Code*.

SIGNED AND SEALED THIS 10TH DAY OF JULY, 2017.

By [Signature]
County Clerk, Jefferson County, Texas



**ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY,
TEXAS APPROVING A TAX EXEMPT BOND FINANCING TO BE
UNDERTAKEN BY TARRANT COUNTY CULTURAL EDUCATION
FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF BUCKNER
RETIREMENT SERVICES, INC.**

WHEREAS, Buckner Retirement Services, Inc. (the “Borrower”) is a Texas nonprofit corporation which desires to finance and refinance the cost of expansion and improvements to the Borrower’s Calder Woods senior living community located at 7080 Calder Avenue, Beaumont, Texas 77706 (the “Project”); and

WHEREAS, the sole owner, user and manager of the Project will be the Borrower; and

WHEREAS, the Borrower has requested the assistance of the Tarrant County Cultural Education Facilities Finance Corporation (the “Issuer”) in financing and refinancing the Project; and

WHEREAS, the Borrower has requested the Issuer to issue its Tarrant County Cultural Education Facilities Finance Corporation Retirement Facility Revenue Bonds (Buckner Retirement Services, Inc. Project) Series 2017 (the “Bonds”) in an aggregate principal amount not to exceed \$75,000,000; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds requires approval, following a public hearing, by Jefferson County, Texas (the “County”), being a governmental unit having jurisdiction over the area in which the Project is located; and

WHEREAS, a notice of a public hearing with respect to the proposed issuance of the Bonds, which notice contained a general description of the Project, has been published in a newspaper of general circulation in the County; and

WHEREAS, Ben Mazzara, designated hearing officer of the Issuer has conducted the public hearing, at which time an opportunity was provided to present arguments both for and against the issuance of the Bonds and the nature and location of the Project to be financed and refinanced; and

WHEREAS, the Commissioners Court of Jefferson County now desires to approve the financing, the issuance of the Bonds, and the Project, but solely to satisfy the requirements of the laws referred to herein;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, AS FOLLOWS:

Section 1. The Commissioners Court of Jefferson County hereby approves the Issuer’s use of its powers in the County, the financing described above, the issuance of the Bonds by the Issuer in an amount not to exceed \$75,000,000, and the Project. It is the intent of the Commissioners Court of Jefferson County that this Order constitute approval of the financing and the issuance of the Bonds, and the Project, but solely to comply with the requirements of Section 147(f) of the Code. The Bonds shall be issued to finance and refinance the Project, and the sole user of the Project shall be the Borrower.

Section 2. The County Judge, the County Clerk, and the County Commissioners are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in Order to carry out, give effect to and comply with the terms and intent of this Order and the financing transaction approved hereby.

Section 3. NOTHING IN THIS ORDER SHALL BE CONSTRUED TO CREATE ANY OBLIGATION OF THE COUNTY WITH RESPECT TO THE REPAYMENT OF THE BONDS OR WITH REGARD TO THE CONSTRUCTION OWNERSHIP OR OPERATION OF THE PROJECT. THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR PLEDGE OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, AND THE OWNERS OF THE BONDS SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR ANY OTHER REVENUES OF THE COUNTY.

Section 4. This Order shall take effect immediately upon its passage.

PASSED AND ADOPTED on July 10, 2017.

COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS



County Judge

ATTEST:



By B. R. Ford, Chief Deputy
County Clerk



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



Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Pct. #1

July 3, 2017

Loma George
Judge Branick's Office

RE: Agenda Item for July 10, 2017

Consider and possible approve, execute, receive and file the appointment of Mr. Bernie Daleo to the Drainage District No. 6 Board of Directors. This appointment is to replace Mr. Tolber Chisum.

Thank you,

A handwritten signature in blue ink that reads "Eddie Arnold".

Eddie Arnold
County Commissioner, Pct. #1



Joleen E. Fregia
 Chief Deputy
 E-Mail
joleen@co.jefferson.tx.us

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

Office (409) 835-8509
 Fax (409) 839-2347
 E-Mail
tfuncsess@co.jefferson.tx.us

July 5, 2017

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

Gentlemen:

Enclosed is the Investment Schedule as of June 30, 2017, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.487%. The interest rate on funds invested in an investment account at Wells Fargo is currently .30%.

The 90 day Treasury interest rate on June 30, 2017 was 1.037% and the interest on your checking accounts for the month of June was .30%

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

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

This should be on the agenda July 10, 2017, to be received and filed.

Sincerely,

Tim Funchess

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for June, 2017,
 including the year to date total earnings on County funds.

FISCAL YEAR 2016-2017			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.366%	\$3,646.03	0.100%
NOVEMBER	0.480%	\$23,545.66	0.100%
DECEMBER	0.500%	\$32,407.80	0.100%
JANUARY	0.523%	\$7,122.83	0.100%
FEBRUARY	0.523%	\$35,883.57	0.100%
MARCH	0.769%	\$19,840.96	0.100%
APRIL	0.803%	\$27,640.73	0.100%
MAY	0.978%	\$11,797.59	0.100%
JUNE	1.037%	\$81,016.70	0.300%
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 242,901.87	

Permit No. 01-P-17Precinct No. 4BND# 022058615

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date 07/03/17

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Air Liquide Large Industries U.S. LP

(Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of nitrogen, location of which is fully described as follows:

HIGHLAND AVE CROSSING.
TO bore 10" NITROGEN GAS PIPELINE UNDER HIGHLAND AVE.

3 pages of drawings attached.

Construction will begin on or after 07/10, 2017.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 2003, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u>	road crossing @ \$100.00	<u>Highland</u>	\$ <u>100.00</u>
<u> </u>			
<u> </u>	miles parallel @ \$150.00/mile or fraction		\$ <u> </u>
<u> </u>			
TOTAL		\$ <u>100.00</u>	

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company Air Liquide Large Industries U.S. LP

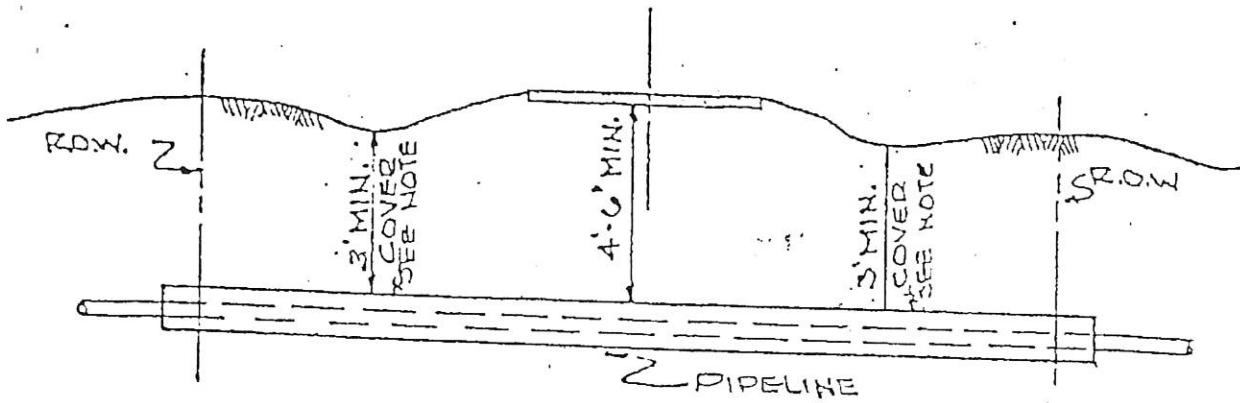
By Al C. J.

Title Director

Address 9811 Katy Frwy., Suite 100, Houston, TX 77024

Phone No. 713 585-5689

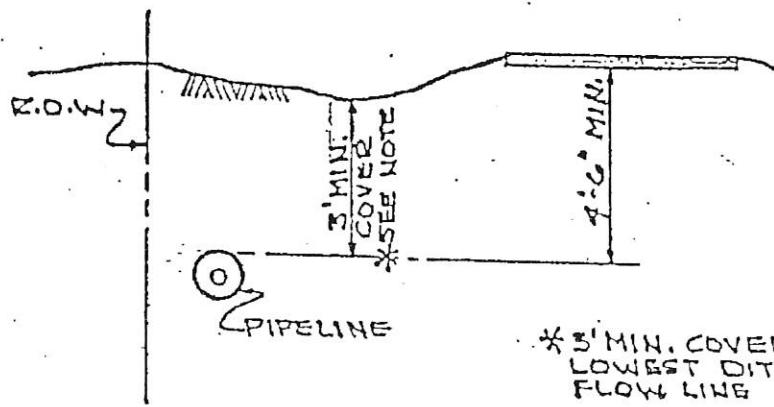
FAX No. NA



*3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

NOTE: CASING TO EXTEHD
1'-0" OUTSIDE ROW EACH
SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



*3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 5,000.00

Donald M. Ross
Director of Engineering

02/03/17
Date

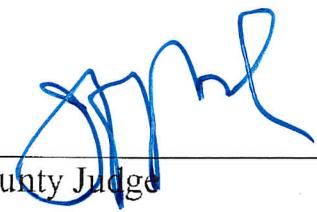
COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$5,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____

County Judge





Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

PERFORMANCE BOND

Bond Number: 022058615

KNOW ALL MEN BY THESE PRESENTS, that we AIR LIQUIDE LARGE INDUSTRIES U.S. LP,
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto JEFFERSON COUNTY, as obligee (the "Obligee"), in
the penal sum of Five Thousand and 00/100 Dollars (\$ 5,000.00),
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the 27th day of June, 20 17, entered into a contract (the "Contract") with the Obligee for Installation of a single ten inch diameter nitrogen pipeline beneath Highland Avenue

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or
 - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding the amount set forth in the first paragraph of this bond. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
 - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee; or
 - b. Deny liability in whole or in part and notify the Obligee citing reasons therefore.

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligee for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligee by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
3. The Surety hereby waives notice of any alteration or extension of time made by the Obligee.
4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of the Surety Law Department at the above address.

DATED as of this 22nd day of June, 2017.

WITNESS / ATTEST

Paige Norrholm

Paige M. NORRholm

AIR LIQUIDE LARGE INDUSTRIES U.S. LP

(Principal)

By: Sean D. Sanders (Seal)
Name: Sean D. Sanders
Title: Director

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By: Wendy W. Stuckey (Seal)
Wendy W. Stuckey, Attorney-in-Fact

THE STATE OF TEXAS

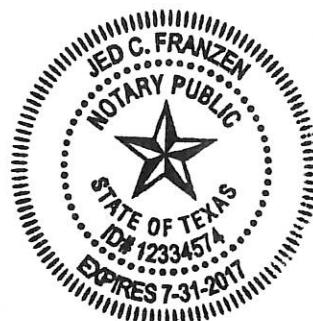
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§
§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the 23rd day of June, 2017, by Sean D. Sanders, Director of Pipeline Construction & Maintenance for AIR LIQUIDE LARGE INDUSTRIES U.S. LP, a Delaware limited partnership, on behalf of said limited partnership.

Jed C. Franzen
Notary Public, State of Texas



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

66

Certificate No. 7757766

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Donna L. Williams; Lisa A. Ward; Lupe Tyler; Melissa L. Fortier; Michael J. Herrod; Nancy Thomas; Vanessa Dominguez; Wendy W. Stuckey

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

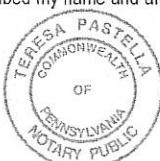
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of May, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of May, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of June, 2017.

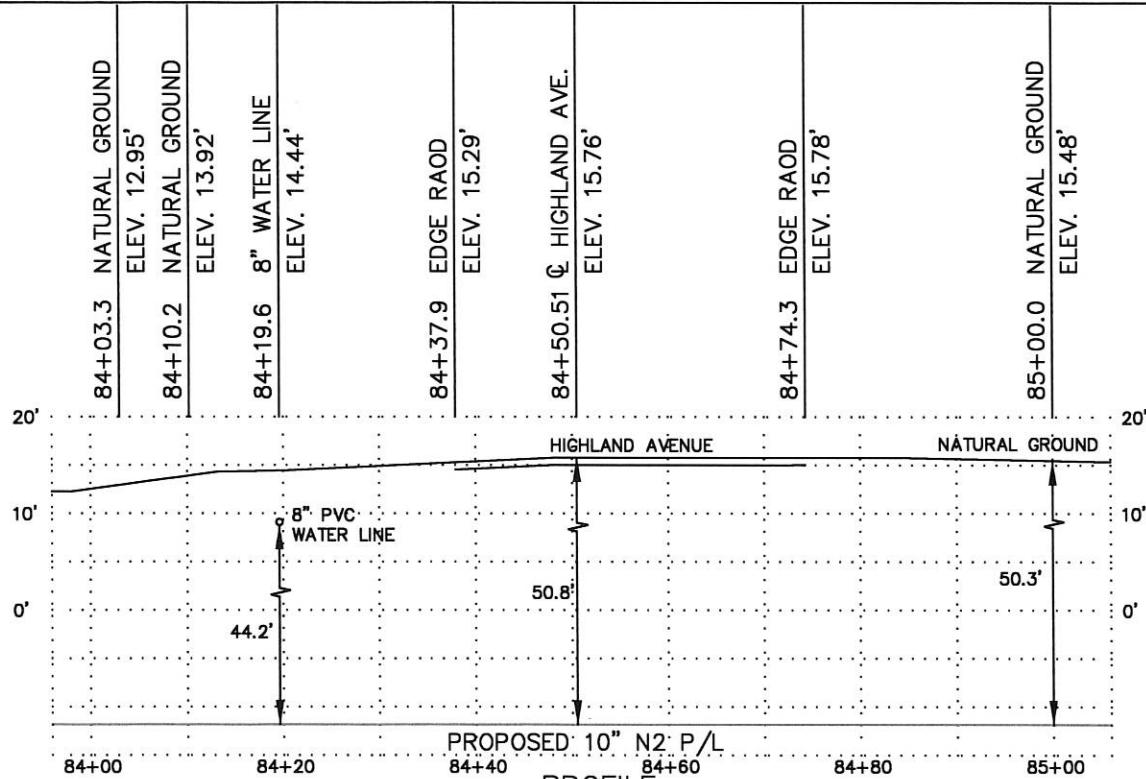
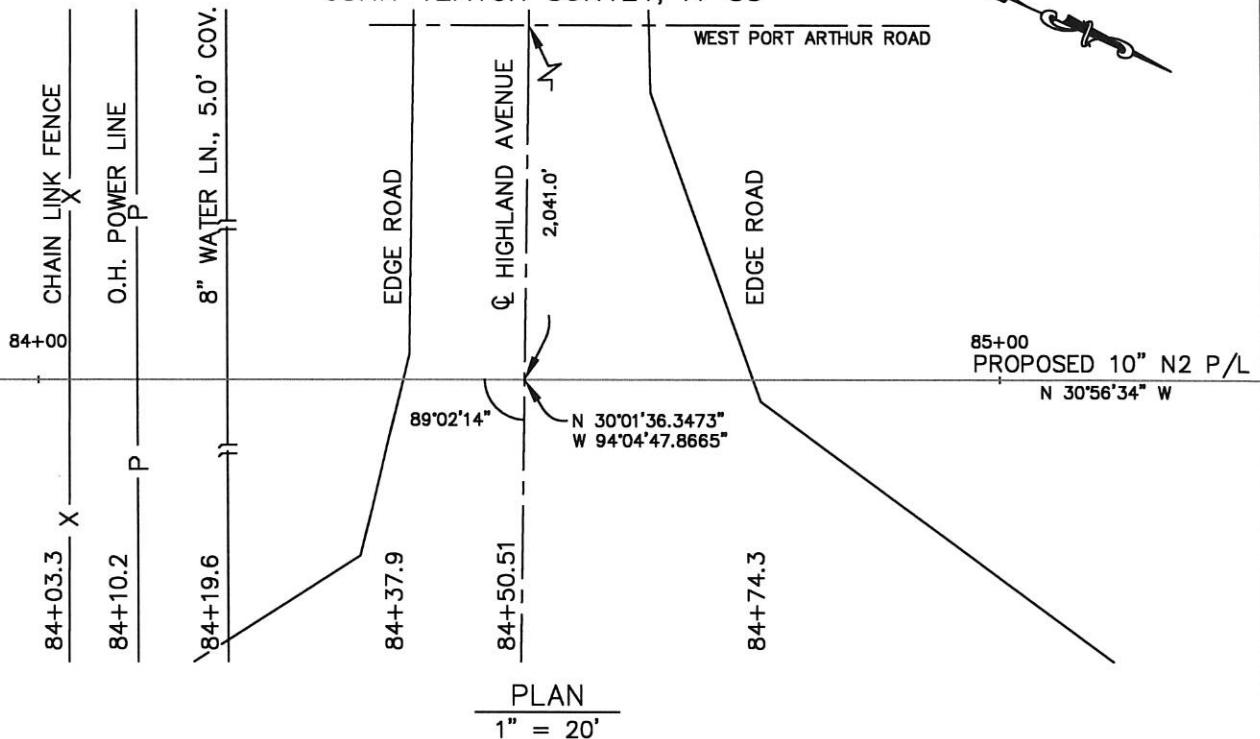


By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

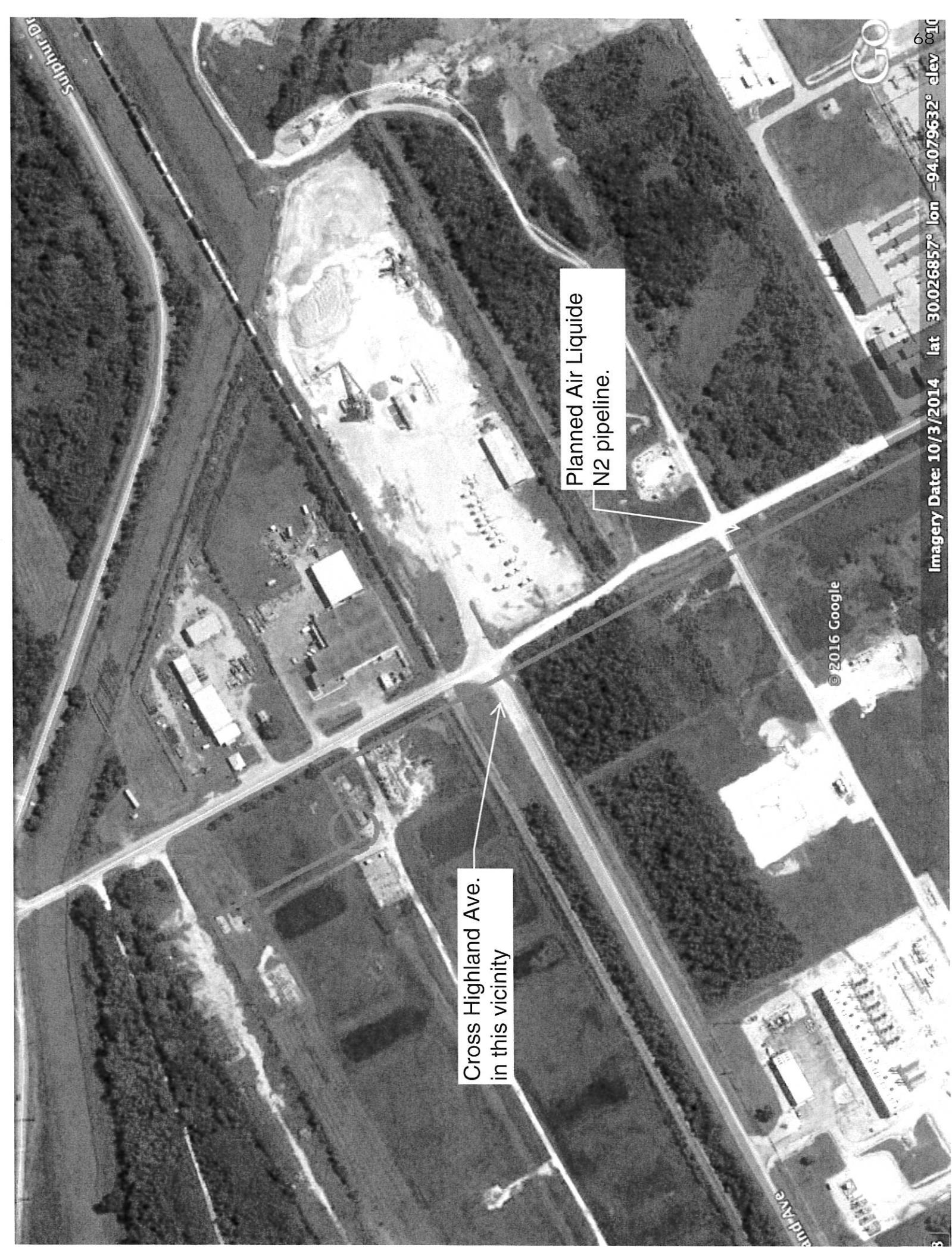
To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

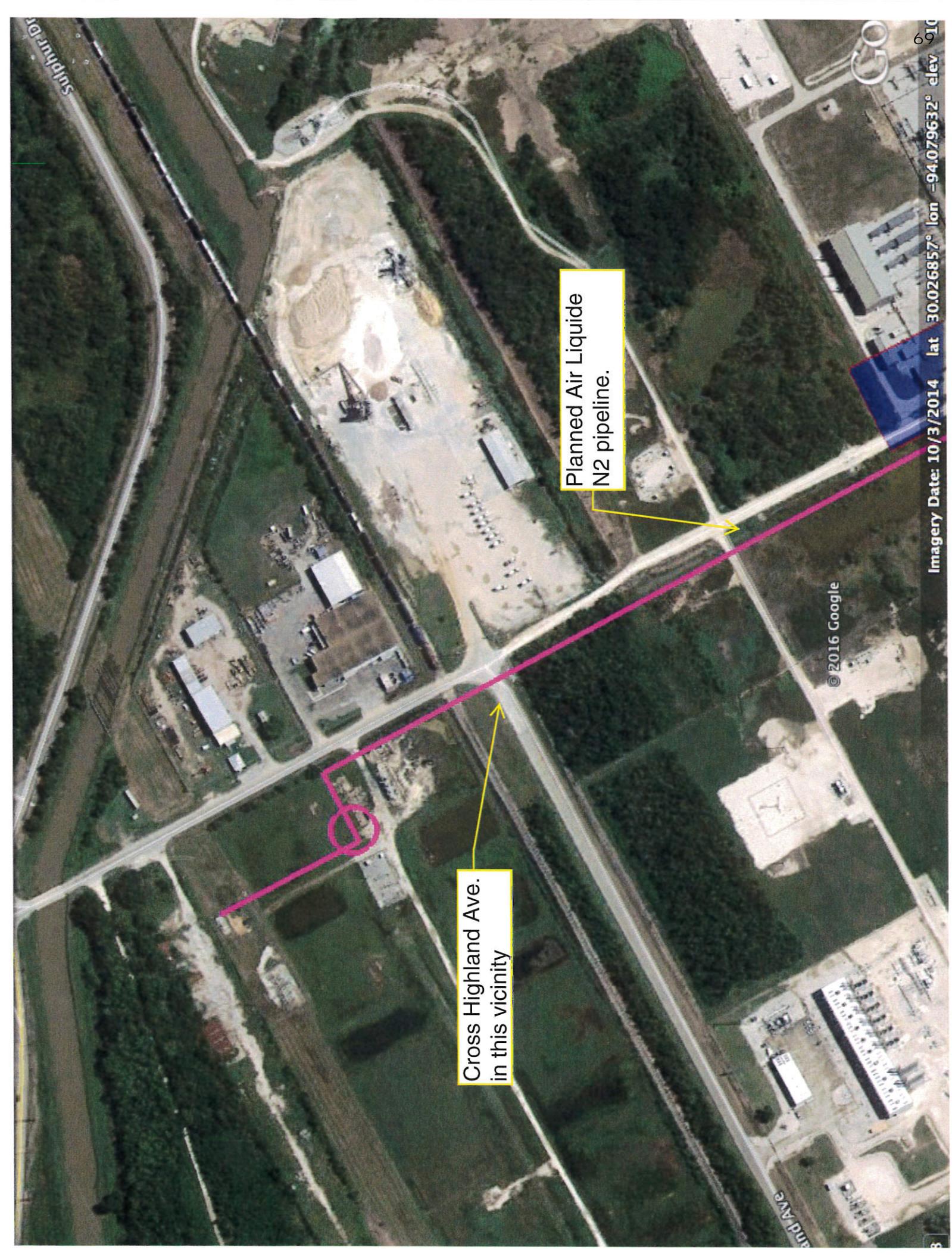
JEFFERSON COUNTY, TEXAS

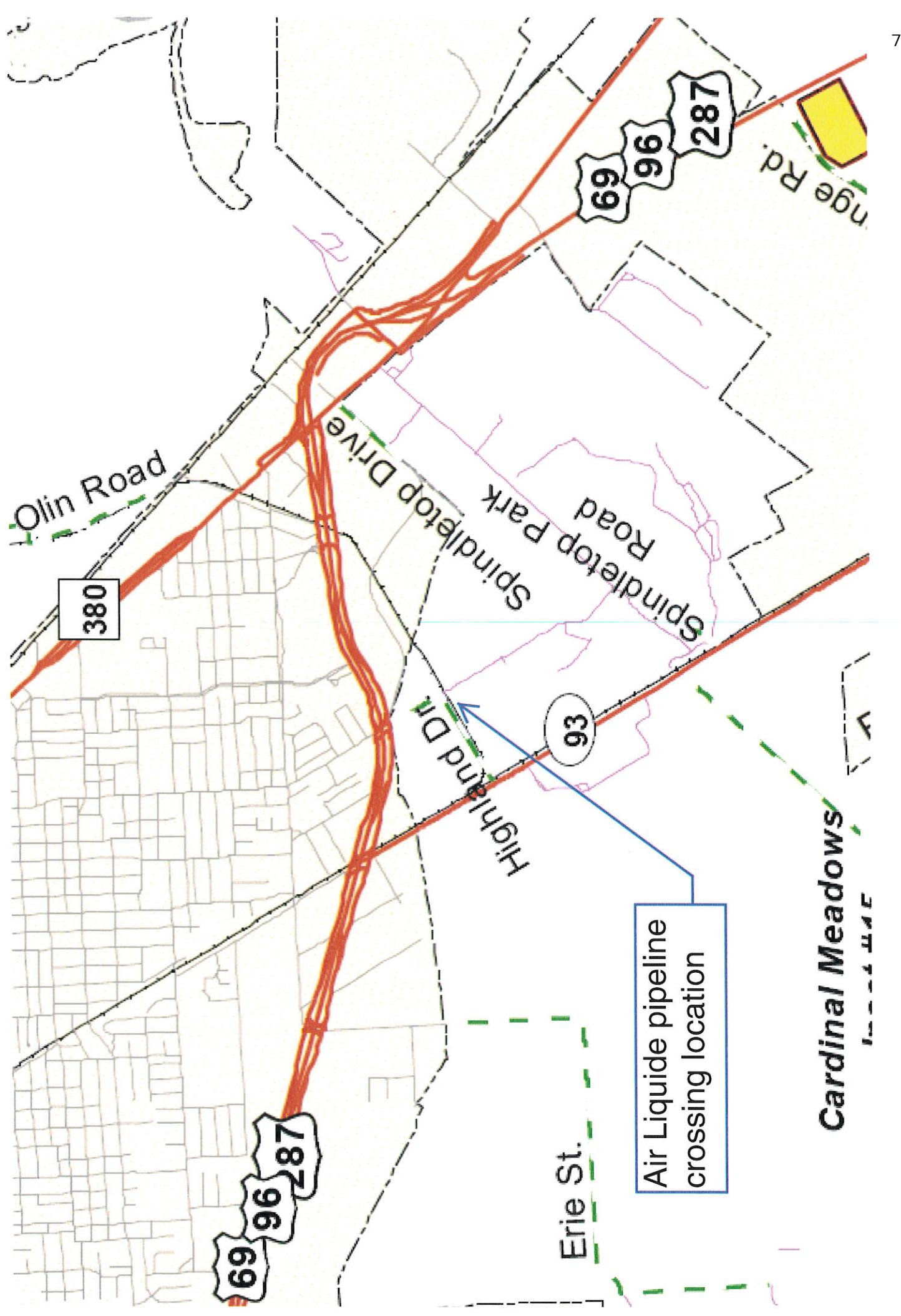
JOHN VEATCH SURVEY, A-55



REVISION			DATE 03-31-2017	DRAWN BY 2M-MCO	AIR LIQUIDE PROPOSED 10" NITROGEN PIPELINE HIGHLAND AVENUE JEFFERSON COUNTY, TEXAS	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	CHECKED				SCALE 1"=20'
1.							JOB NO.
2.							DWG. NO. 007-ACV-2008
3.							
4.							







Regular, July 10, 2017

There being no further business to come before the Court at this time,
same is now here adjourned on this date, July 10, 2017