

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

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

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

Notice of Meeting and Agenda and Minutes
July 10, 2017

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

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.

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.

(IFB 14-032/JW)

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 Chief Deputy
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
BEAUMONT, TX, 77705-1258

Estimate Date 05/10/2017

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 Pigtails for the Rental Chiller (Pigtails Provided By Carrier)
- Connect Electrical From Pigtails 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, steam 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.

PGM: GMCOMMV2	DATE 07-03-2017	PAGE: 1
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
		190.40**
PARKS & RECREATION		
ENTERGY	388.82	435236
		388.82**
GENERAL FUND		
TAX OFFICE		
CASH ADVANCE ACCOUNT	474.92	435243
OFFICE DEPOT	1,934.49	435255
ACE IMAGEWEAR	20.74	435267
TERRY WUENSCHER	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
		.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
		226.09*
COUNTY JUDGE		

PGM: GMCOMMV2	DATE 07-03-2017		PAGE: 2
NAME	AMOUNT	CHECK NO.	TOTAL 21
OFFICE DEPOT	454.61	435255	
UNITED STATES POSTAL SERVICE	3.31	435301	
DANIEL CLAYTON	500.00	435303	
ROCKY LAWDERMILK	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	5,457.92*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	11.64	435301	11.64*
COUNTY TREASURER			
CASH ADVANCE ACCOUNT	833.56	435243	
UNITED STATES POSTAL SERVICE	194.94	435301	
TIM FUNCHESS	1,042.73	435351	2,071.23*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	435339	
FUNCTION 4 LLC	270.00	435401	769.00*
PURCHASING DEPARTMENT			
OFFICE DEPOT	172.43	435255	
PORT ARTHUR NEWS, INC.	252.20	435259	
UNITED STATES POSTAL SERVICE	70.02	435301	494.65*
GENERAL SERVICES			
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	40,313.49*
DATA PROCESSING			
OFFICE DEPOT	51.24	435255	
CDW COMPUTER CENTERS, INC.	933.54	435289	
VERIZON WIRELESS	75.98	435299	
DATALOGICS INC	1,249.98	435388	2,310.74*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	182.67	435301	
ALLISON GETZ	294.25	435384	476.92*
ELECTIONS DEPARTMENT			
OFFICE DEPOT	445.67	435255	
UNITED STATES POSTAL SERVICE	7.62	435301	453.29*
DISTRICT ATTORNEY			
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	1,729.20*
DISTRICT CLERK			
OFFICE DEPOT	84.99	435255	
UNITED STATES POSTAL SERVICE	250.41	435301	335.40*
CRIMINAL DISTRICT COURT			
OFFICE DEPOT	118.06	435255	
RENE MULHOLLAND	1,343.45	435279	
UNITED STATES POSTAL SERVICE	3.08	435301	1,464.59*
60TH DISTRICT COURT			

PGM: GMCOMMV2	DATE 07-03-2017	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
OFFICE DEPOT	78.27	435255
136TH DISTRICT COURT		78.27*
UNITED STATES POSTAL SERVICE	.81	435301
172ND DISTRICT COURT		.81*
UNITED STATES POSTAL SERVICE	13.12	435301
252ND DISTRICT COURT		13.12*
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,581.25	435224
CRISTY SMITH	3,251.30	435227
UNITED STATES POSTAL SERVICE	168.19	435301
ALEX BILL III	800.00	435358
279TH DISTRICT COURT		7,800.74*
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
317TH DISTRICT COURT		2,793.26*
UNITED STATES POSTAL SERVICE	.46	435301
JUDY PAASCH	2,323.90	435325
JUSTICE COURT-PCT 1 PL 1		2,324.36*
UNITED STATES POSTAL SERVICE	31.78	435301
JUSTICE COURT-PCT 2		31.78*
OFFICE DEPOT	385.98	435255
JUSTICE COURT-PCT 6		385.98*
TEXAS STATE UNIVERSITY SAN MARS	150.00	435270
UNITED STATES POSTAL SERVICE	39.22	435301
SIERRA SPRING WATER CO. - BT	8.95	435302
JUSTICE COURT-PCT 7		198.17*
OFFICE DEPOT	184.71	435255
AT&T	31.18	435271
COUNTY COURT AT LAW NO.1		215.89*
UNITED STATES POSTAL SERVICE	4.20	435301
COUNTY COURT AT LAW NO. 2		4.20*
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
COUNTY COURT AT LAW NO. 3		1,642.56*
OFFICE DEPOT	181.12	435255

PGM: GMCOMMV2	DATE 07-03-2017	AMOUNT	CHECK NO.	PAGE: 4 23 TOTAL
NAME				
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		19,663.66*
CRIME LABORATORY				
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		1,574.51*
JAIL - NO. 2				
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		
KOMMERICAL 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		

PGM: GMCOMMV2	DATE 07-03-2017	PAGE: 5 24
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
CHARMTX INC.	111.60	435317
FLOWERS FOODS	69.51	435321
BEN E KEITH FOODS	229.04	435322
PORT ARTHUR EMERGENCY PHYSICIANS	2,007.00	435333
VANSHECA 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*

PGM: GMCOMMV2	DATE 07-03-2017	PAGE: 6
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
		73,518.80*
MAINTENANCE-PORT ARTHUR		
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
		7,490.01*
MAINTENANCE-MID COUNTY		
ENTERGY	475.27	435236
		475.27*
SERVICE CENTER		
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
		9,026.16*
VETERANS SERVICE		
CAROLYN G WRIGHT	94.48	435329
		94.48*
		658,809.84**
MOSQUITO CONTROL FUND		
A&B OUTDOOR EQUIPMENT	40.98	435210
SUPERIOR TIRE & SERVICE	25.64	435217
MUNRO'S	82.20	435251
TIME WARNER COMMUNICATIONS	75.82	435274
		224.64**
BREATH ALCOHOL TESTING		
ALCOHOL TESTING ALLIANCE	555.00	435312
		555.00**
J.C. FAMILY TREATMENT		
JUDY PAASCH	100.00	435324
JUDY PAASCH	50.00	435325
PATRICIA VELASCO	20.00	435391
		170.00**
LAW LIBRARY FUND		

PGM: GMCOMMV2	DATE 07-03-2017	AMOUNT	CHECK NO.	PAGE: 7 26 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	568.72**
JEFF. CO. WOMEN'S CENTER				
ENTERGY		1,953.62	435236	
KIM MCKINNEY, LPC, LMFT		75.00	435248	
OFFICE DEPOT		114.65	435255	
SYSCO 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	9,701.44**
DRUG DIVERSION PROGRAM				
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	36,783.24**
J.P. COURTROOM TECH. FUND				
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	1,360.63**
CAPITAL PROJECTS FUND				
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	5,824.61**
AIRPORT IMPROVE. GRANTS				

PGM: GMCOMMV2	DATE 07-03-2017	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
GARVER LLC	4,265.00	435347
TOLUNAY-WONG ENGINEERS INC	2,924.50	435350
SE TX EMP. BENEFIT POOL		7,189.50**
HOLMES MURPHY	13,750.00	435330
GROUP ADMINISTRATIVE CONCEPTS INC	123,073.67	435352
LIABILITY CLAIMS ACCOUNT		136,823.67**
STEVENS BALDO & LIGHTY PLLC	105.00	435412
WORKER'S COMPENSATION FD		105.00**
TRISTAR RISK MANAGEMENT	17,959.01	435328
SHERIFF'S FORFEITURE FUND		17,959.01**
NIGHT FLIGHT CONCEPTS INC	370.00	435360
PAYROLL FUND		370.00**
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 HEALTHCARD 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
MARINE DIVISION		265.93**
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***

PGM: GMCOMMV2	DATE 07-10-2017	AMOUNT	CHECK NO.	PAGE: 1 28 TOTAL
JURY FUND				
TRI-CITY COFFEE SERVICE	461.45	435487		461.45**
ROAD & BRIDGE PCT.#1				
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562		
FUNCTION 4 LLC	19.41	435617		89.41**
ROAD & BRIDGE PCT.#2				
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	90.00	435562		
FUNCTION 4 LLC	24.96	435617		8,599.66**
ROAD & BRIDGE PCT. # 3				
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		4,350.66**
ROAD & BRIDGE PCT.#4				
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		3,144.85**
ENGINEERING FUND				
DE LAGE LANDEN PUBLIC FINANCE	460.94	435562		

PGM: GMCOMMV2	DATE 07-10-2017		PAGE: 2 29
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	2,262.90**
GENERAL FUND			
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	1,729.08*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.21	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	90.62*
AUDITOR'S OFFICE			
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	110.75*
COUNTY CLERK			
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	1,654.36*
COUNTY JUDGE			
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 MUCKLERROY	500.00	435613	
FUNCTION 4 LLC	19.41	435617	3,347.72*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	38.94	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	128.35*
COUNTY TREASURER			
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	697.11*
PRINTING DEPARTMENT			

PGM: GMCOMMV2	DATE 07-10-2017	AMOUNT	CHECK NO.	PAGE: 3 30 TOTAL
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	1,200.00 333.16	435562 435617		
PURCHASING DEPARTMENT				1,533.16*
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	7.22 70.00 19.41	435508 435562 435617		
GENERAL SERVICES				96.63*
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		
DATA PROCESSING				3,355.68*
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		
VOTERS REGISTRATION DEPT				3,845.71*
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	143.03 70.00 19.41	435508 435562 435617		
ELECTIONS DEPARTMENT				232.44*
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	71.47 271.65 75.34	435508 435562 435617		
DISTRICT ATTORNEY				418.46*
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		
DISTRICT CLERK				908.62*
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		
CRIMINAL DISTRICT COURT				3,911.99*
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		
58TH DISTRICT COURT				19,472.78*
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	.40 70.00 19.41	435508 435562 435617		
60TH DISTRICT COURT				89.81*

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NAME	AMOUNT	CHECK NO.	TOTAL 31
UNITED STATES POSTAL SERVICE	4.84	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	94.25*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	90.22*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	6.56	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	95.97*
252ND DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,581.25	435423	
CASH ADVANCE ACCOUNT	763.14	435446	
KIRKSEY'S SPRINT PRINTING	38.50	435451	
UNITED STATES POSTAL SERVICE	57.12	435508	
LANGSTON ADAMS	900.00	435516	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
M.K. HAMZA, PHD, P.A.	3,200.00	435578	
SAMUEL & SON LAW FIRM PLLC	1,833.64	435593	
FUNCTION 4 LLC	19.41	435617	10,463.06*
279TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	89.41*
317TH DISTRICT COURT			
JACK LAWRENCE	1,050.00	435416	
PHILLIP DOWDEN	900.00	435419	
THOMAS J. BURBANK PC	325.00	435426	
ANITA F. PROVO	650.00	435464	
KEVIN PAULA SEKALY PC	1,050.00	435468	
GLEN M. CROCKER	1,100.00	435512	
JOEL WEBB VAZQUEZ	1,200.00	435528	
KIMBERLY PHELAN, P.C.	325.00	435532	
TONYA CONNELL TOUPS	75.00	435541	
ALLEN PARKER	75.00	435554	
P DEAN BRINKLEY	75.00	435555	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
WILLIAM FORD DISHMAN	225.00	435583	
MATUSKA LAW FIRM	75.00	435586	
TARA SHELANDER	75.00	435589	
MELANIE AIREY	375.00	435596	
LAW OFFICE OF J SCOTT FREDERICK	650.00	435597	
ASHLEY CEDILLO	150.00	435609	
FUNCTION 4 LLC	19.41	435617	
THE DAWS LAW FIRM PLLC	75.00	435618	8,539.41*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	36.24	435508	
DE LAGE LANDEN PUBLIC FINANCE	90.00	435562	
FUNCTION 4 LLC	24.96	435617	151.20*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	89.41*
JUSTICE COURT-PCT 4			
RAY S. CHESSON	28.13	435497	
DE LAGE LANDEN PUBLIC FINANCE	90.00	435562	
FUNCTION 4 LLC	24.96	435617	143.09*
JUSTICE COURT-PCT 6			

PGM: GMCOMMV2	DATE 07-10-2017		PAGE: 5 32 TOTAL
NAME	AMOUNT	CHECK NO.	
TEXAS STATE UNIVERSITY SAN MARS	150.00	435473	
UNITED STATES POSTAL SERVICE	54.55	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
GALLS LLC	68.94	435598	
FUNCTION 4 LLC	19.41	435617	362.90*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	307.12	435509	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
THOMSON REUTERS-WEST	336.00	435580	
FUNCTION 4 LLC	19.41	435617	732.53*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.84	435508	
SIERRA SPRING WATER CO. - BT	85.30	435510	
DE LAGE LANDEN PUBLIC FINANCE	245.92	435562	
FUNCTION 4 LLC	68.20	435617	401.26*
COUNTY COURT AT LAW NO. 2			
EDWARD B. GRIPON, M.D., P.A.	595.00	435442	
UNITED STATES POSTAL SERVICE	4.49	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	688.90*
COUNTY COURT AT LAW NO. 3			
JACK LAWRENCE	500.00	435416	
DONALD BOUDREAUX	300.00	435425	
OFFICE DEPOT	52.30	435459	
UNITED STATES POSTAL SERVICE	3.22	435508	
LANGSTON ADAMS	300.00	435516	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
MATUSKA LAW FIRM	300.00	435586	
FUNCTION 4 LLC	19.41	435617	1,544.93*
COURT MASTER			
JUDGE LARRY GIST	590.61	435441	
UNITED STATES POSTAL SERVICE	.46	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	680.48*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	2.80	435508	
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562	
FUNCTION 4 LLC	19.41	435617	92.21*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	280.00	435562	
FUNCTION 4 LLC	77.64	435617	357.64*
SHERIFF'S DEPARTMENT			
TRUCKVAULT, INC.	39.00	435420	
CITY OF NEDERLAND	77.48	435431	
KAY ELECTRONICS, INC.	930.00	435450	
KIRKSEY'S SPRINT PRINTING	24.95	435451	
OFFICE DEPOT	1,544.26	435459	
AT&T	32.53	435474	
UNITED STATES POSTAL SERVICE	1,124.12	435508	
SPECTRUM CORPORATION	843.81	435542	
DE LAGE LANDEN PUBLIC FINANCE	800.00	435562	
INDEPENDENT STATIONERS	110.26	435564	
RITA HURT	825.00	435569	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	498.99	435584	
AMERICAN TOWING	250.00	435587	
FUNCTION 4 LLC	221.84	435617	7,322.24*
CRIME LABORATORY			

PGM: GMCOMMV2	DATE 07-10-2017	PAGE: 6
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
		2,677.96*
JAIL - NO. 2		
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
		63,852.15*
JUVENILE PROBATION DEPT.		
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
		3,332.30*
JUVENILE DETENTION HOME		
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
		11,701.38*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	37.72	435508
DE LAGE LANDEN PUBLIC FINANCE	323.13	435562
FUNCTION 4 LLC	89.62	435617
		450.47*
CONSTABLE-PCT 4		
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562
FUNCTION 4 LLC	19.41	435617
		89.41*
CONSTABLE-PCT 6		
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
		169.59*
CONSTABLE PCT. 7		
CASH ADVANCE ACCOUNT	378.49	435446
		378.49*
CONSTABLE PCT. 8		

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

PGM: GMCOMMV2	DATE 07-10-2017	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
AT&T	12,847.94	435606
FUNCTION 4 LLC	19.41	435617
VECTOR SECURITY	90.00	435620
		23,990.02*
MAINTENANCE-PORT ARTHUR		
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
		1,193.54*
MAINTENANCE-MID COUNTY		
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
		2,596.22*
SERVICE CENTER		
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
		22,194.19*
VETERANS SERVICE		
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
		410.06*
		308,156.51**
MOSQUITO CONTROL FUND		
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
		533.70**
FAMILY GROUP CONFERENCING		
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562
FUNCTION 4 LLC	19.41	435617
		89.41**
LAW LIBRARY FUND		
DE LAGE LANDEN PUBLIC FINANCE	70.00	435562
FUNCTION 4 LLC	19.41	435617
		89.41**
COMMUNITY SUPERVISION FND		
TIME WARNER COMMUNICATIONS	84.61	435478
UNITED STATES POSTAL SERVICE	217.41	435508

PGM: GMCOMMV2	DATE 07-10-2017		PAGE: 9
NAME	AMOUNT	CHECK NO.	TOTAL 36
UNITED STATES POSTAL SERVICE	319.74	435509	
JCCSC	58.00	435558	
			679.76**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	1,565.05	435429	
ECOLAB	336.60	435438	
ISI COMMERCIAL REFRIGERATION	202.50	435445	
SYSCO 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	
			6,502.73**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	90.00	435562	
FUNCTION 4 LLC	24.96	435617	
			114.96**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	435562	
FUNCTION 4 LLC	22.19	435617	
			102.19**
JAG GRANTS			
OFFICE DEPOT	119.99	435459	
			119.99**
LAW OFFICER TRAINING GRT			
PARKER	247.89	435524	
INDEPENDENT STATIONERS	26.19	435564	
			274.08**
COUNTY RECORDS MANAGEMENT			
TEXAS HISTORICAL COMMISSION	440.00	435481	
			440.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	968.35	435446	
TEXAS NARCOTICS OFFICER'S ASSN.	325.00	435484	
TEXAS NARCOTICS OFFICER'S ASSN.	325.00	435485	
			1,618.35**
HOTEL OCCUPANCY TAX FUND			
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	
			6,682.82**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	435562	
FUNCTION 4 LLC	38.82	435617	
			178.82**
CAPITAL PROJECTS FUND			
TEXAS GENERAL LAND OFFICE	2,191,222.97	435482	
			2,191,222.97**
AIRPORT FUND			

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	
			59,555.28**
SE TX EMP. BENEFIT POOL			
CHLIC-CHICAGO	63,142.81	435550	
			63,142.81**
WORKER'S COMPENSATION FD			
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/tpi> 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 (Jun 22, 2017)

Name: Dave Gancarz

Title: Director, Finance

Date: Jun 22, 2017

CLIENT: COUNTY OF JEFFERSON

By: JEFF R. BRANICK

Name: JEFF R. BRANICK

Title: COUNTY JUDGE

Date: 6/12/17

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. LSPCA 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.

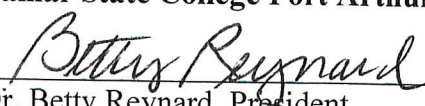
THAT: This Memorandum of Understanding shall become effective upon the date of signature of the last signatory hereto.

Jefferson County, Texas



Jeff R. Branick
County Judge

Lamar State College Port Arthur



Dr. Betty Reynard, President
Lamar State College Port Arthur

07-10-2017
Date

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] Chief Deputy
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:


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 possibly 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". The signature is fluid and cursive, with the first name "Eddie" being more prominent than the last name "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
tfunchess@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, CCT, CIO
Enclosure

Agenda should read:

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

JEFFERSON COUNTY
MONTH END JUNE 30, 2017 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)	
POOLED CASH ACCOUNT																	
INVESTMENT ACCT	01-Jun-17		\$7,732.38		100	0.300%	30-Jun-17		30	30	7580310386	WELLS FARGO					\$7,732.38
CDs and Securities																	
FNMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00		100	1.375%	21-Jun-19	21-Dec-16	721	1095	3136G3RD9	WELLS SECURITIES	\$1,996,300.00	\$99.82	\$763.89	\$13,750.00	\$1,997,063.89
FNMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00		100	1.400%	21-Jun-19	21-Dec-16	721	1095	3136G3RM9	NATIONAL ALLIANCE	\$1,997,280.00	\$99.86	\$777.78	\$14,000.00	\$1,998,057.78
FHLMC 1.25%	30-Sep-16	\$2,000,000.00	\$2,000,000.00		100	1.250%	30-Sep-19	30-Mar-16	822	1095	3134GAHW7	NATIONAL ALLIANCE	\$1,988,460.00	\$99.42	\$6,319.44	\$12,500.00	\$1,994,779.44
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00		100	1.300%	18-Oct-19	18-Jan-17	840	1095	3134GAPF5	NATIONAL ALLIANCE	\$1,990,520.00	\$99.53	\$5,272.22	\$13,000.00	\$1,995,792.22
FHLMC 1.30%	23-Aug-16	\$4,000,000.00	\$4,000,000.00		100	1.300%	23-Aug-19	23-Jan-17	784	1095	3134GAAF1	COASTAL SECURITIES	\$3,984,000.00	\$99.60	\$18,488.89	\$26,000.00	\$4,002,488.89
FNMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00		100	1.550%	27-Dec-19	27-Jun-17	910	1095	3136G4JK0	NATIONAL ALLIANCE	\$1,996,080.00	\$99.80	\$344.44	\$0.00	\$1,996,424.44
FHLMC 1.80%	28-Feb-17	\$2,000,000.00	\$2,000,000.00		100	1.800%	28-Feb-20	28-Aug-17	973	1095	3134GAV50	COASTAL SECURITIES	\$2,006,720.00	\$100.34	\$12,300.00	\$0.00	\$2,019,020.00
FNMA 1.80%	13-Mar-17	\$2,450,000.00	\$2,450,000.00		100	1.800%	13-Mar-20	13-Sep-17	987	1096	3136G4MG5	NATIONAL ALLIANCE	\$2,457,693.00	\$100.31	\$13,230.00	\$0.00	\$2,470,923.00
FHLMC 1.70%	30-Jun-17	\$2,000,000.00	\$2,000,000.00		100	1.700%	29-Jun-20	29-Sep-17	1095	1095	3134GBVT6	NATIONAL ALLIANCE	\$1,998,240.00	\$99.91	\$94.44	\$0.00	\$1,998,334.44
ICD-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00		100	1.350%	12-Feb-19	None	592	1096	05580ADT8	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,265.82	\$3,357.17	\$249,265.82
ICD-Discover Bk 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87		100	1.600%	13-Nov-18	None	501	1096	254672WL8	WELLS SECURITIES	\$248,000.00	\$100.00	\$543.56	\$5,946.56	\$248,543.56
ICD-Ally Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87		100	1.600%	13-Nov-18	None	501	1096	02006LVO3	WELLS SECURITIES	\$248,000.00	\$100.00	\$543.56	\$5,946.56	\$248,543.56
ICD-Goldman S. 1.65%*	13-Nov-15	\$248,000.00	\$248,011.21		100	1.650%	13-Nov-18	None	501	1096	38148JZ53	WELLS SECURITIES	\$248,000.00	\$100.00	\$560.55	\$6,132.39	\$248,560.55
* (Investment CDs)																	
												TOTAL MARKET VALUE					

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# 022058615APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)Date 07/03/17HONORABLE 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, 20 17.

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> miles parallel @ \$150.00/mile or fraction	<u> </u>	\$ <u> </u>
TOTAL <u> </u>		\$ <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

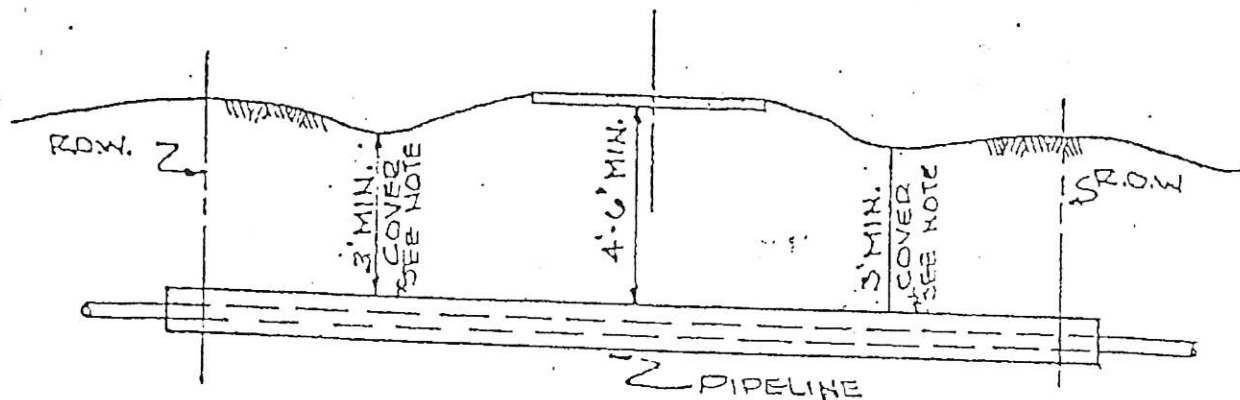
By 

Title Director

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

Phone No. 713 585-5689

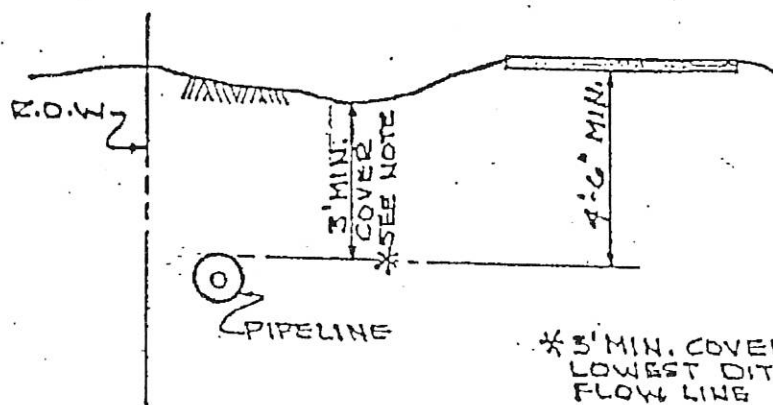
FAX No. NA



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

NOTE: CASING TO EXTEND
1'-0" OUTSIDE R.O.W. 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



Director of Engineering


07/03/17
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

, as principal (the "Principal"),
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 Obligor'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 Obligor for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligor 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 Obligor.
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 Obligor named herein or the heirs, executors, administrators or successors of the Obligor.
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, 20 17.

WITNESS / ATTEST

Paige M. 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

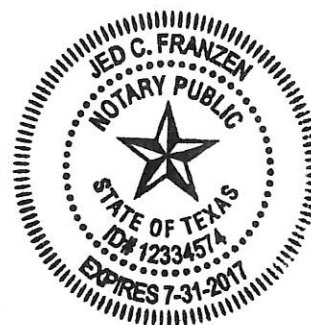
THE STATE OF TEXAS

§
§
§

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



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.



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

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

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 Insurance 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

By: Teresa Pastella
Teresa Pastella, Notary Public

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.

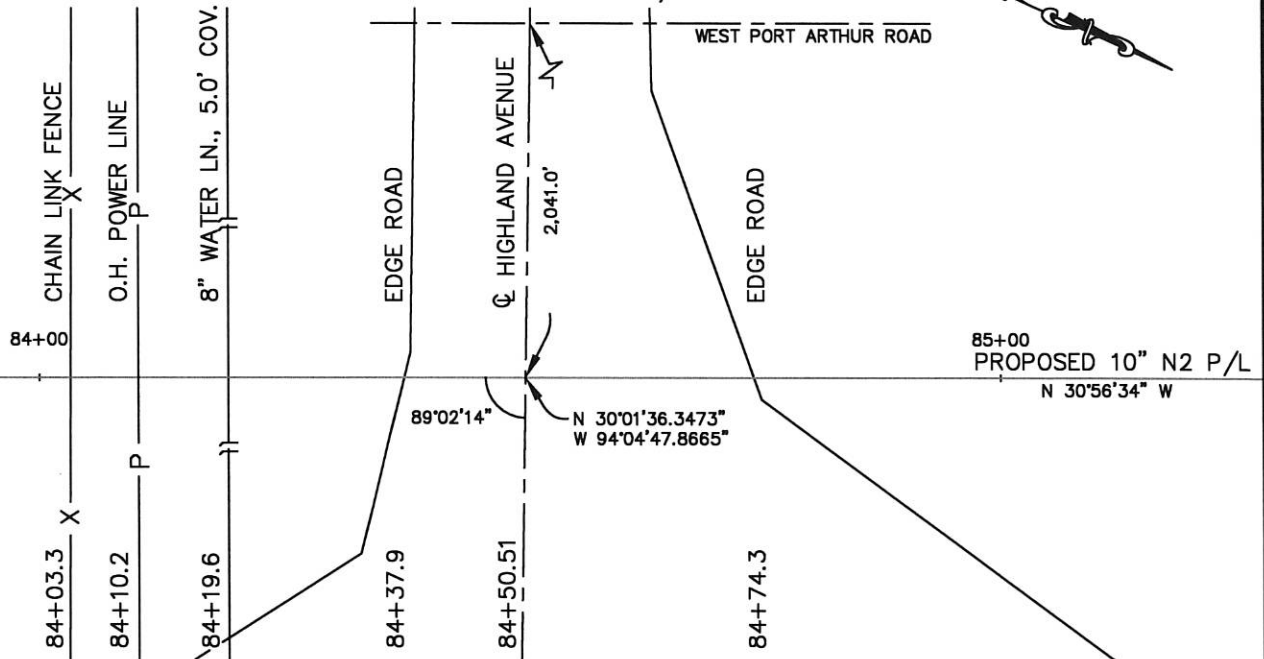
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of June, 2017.



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

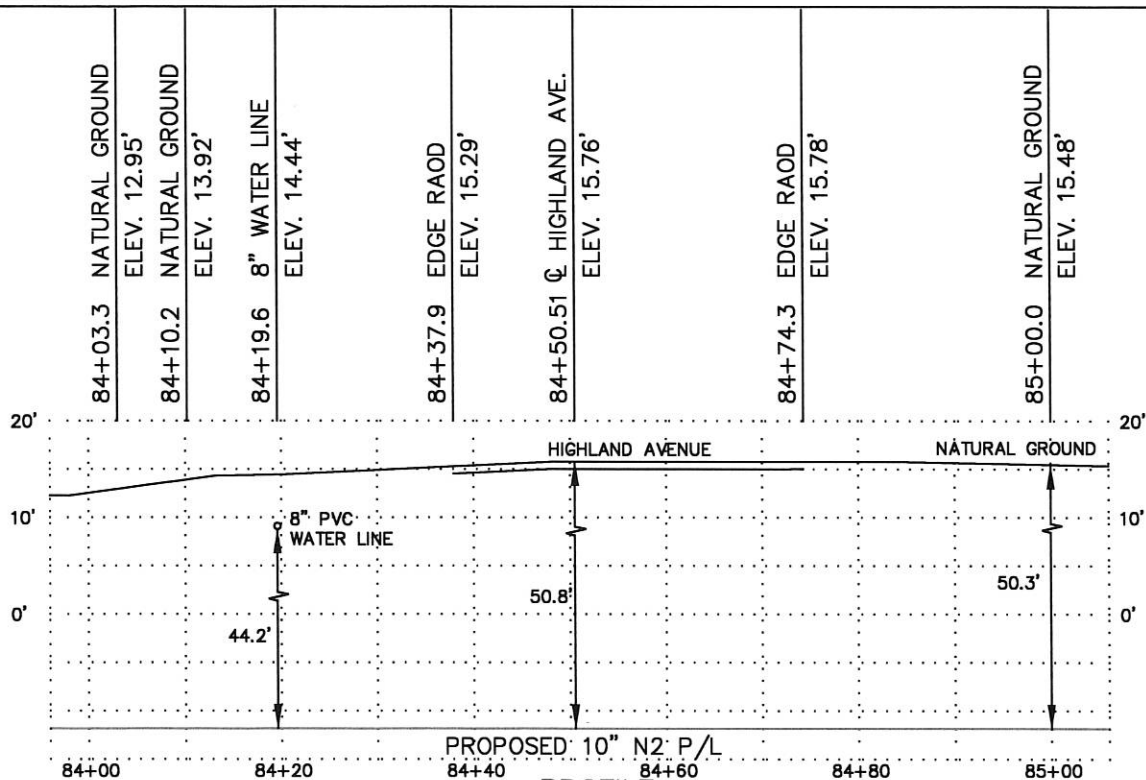
JEFFERSON COUNTY, TEXAS

JOHN VEATCH SURVEY, A-55



PLAN

1" = 20'




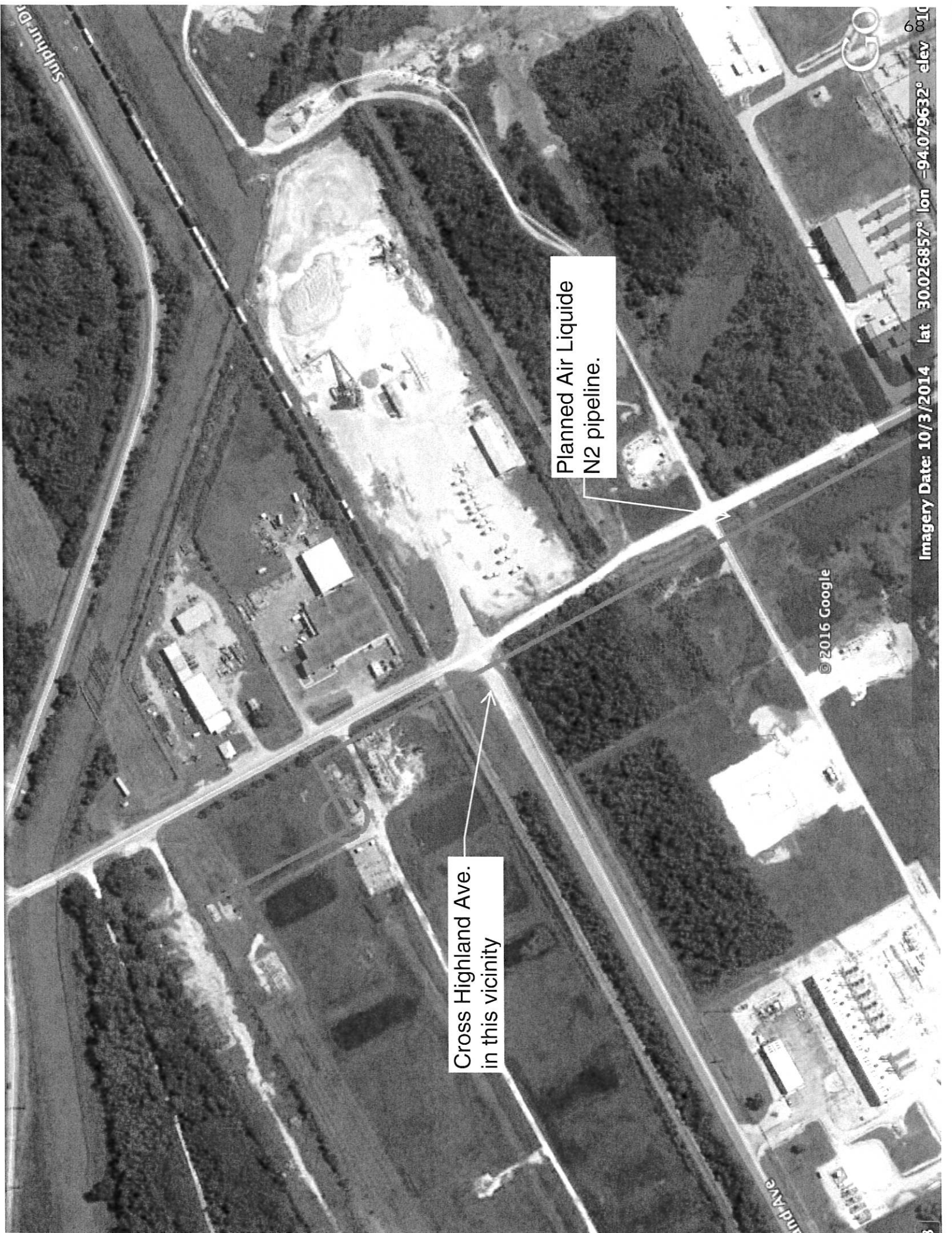
T.B.M. : \odot UNION PACIFIC R.R. \odot STA. 85+56.68.
ELEVATION: 16.13 FT.

PROFILE

1" = 20' Hrz. & Vrt.

PIPE SPECS.: 10.750" O.D. x 0.365" W.T., API 5LX-52M, PSL2
NORMALIZED ERW, PEB, TRL, 14-16 MILS FBE, 20 MILS ARO

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



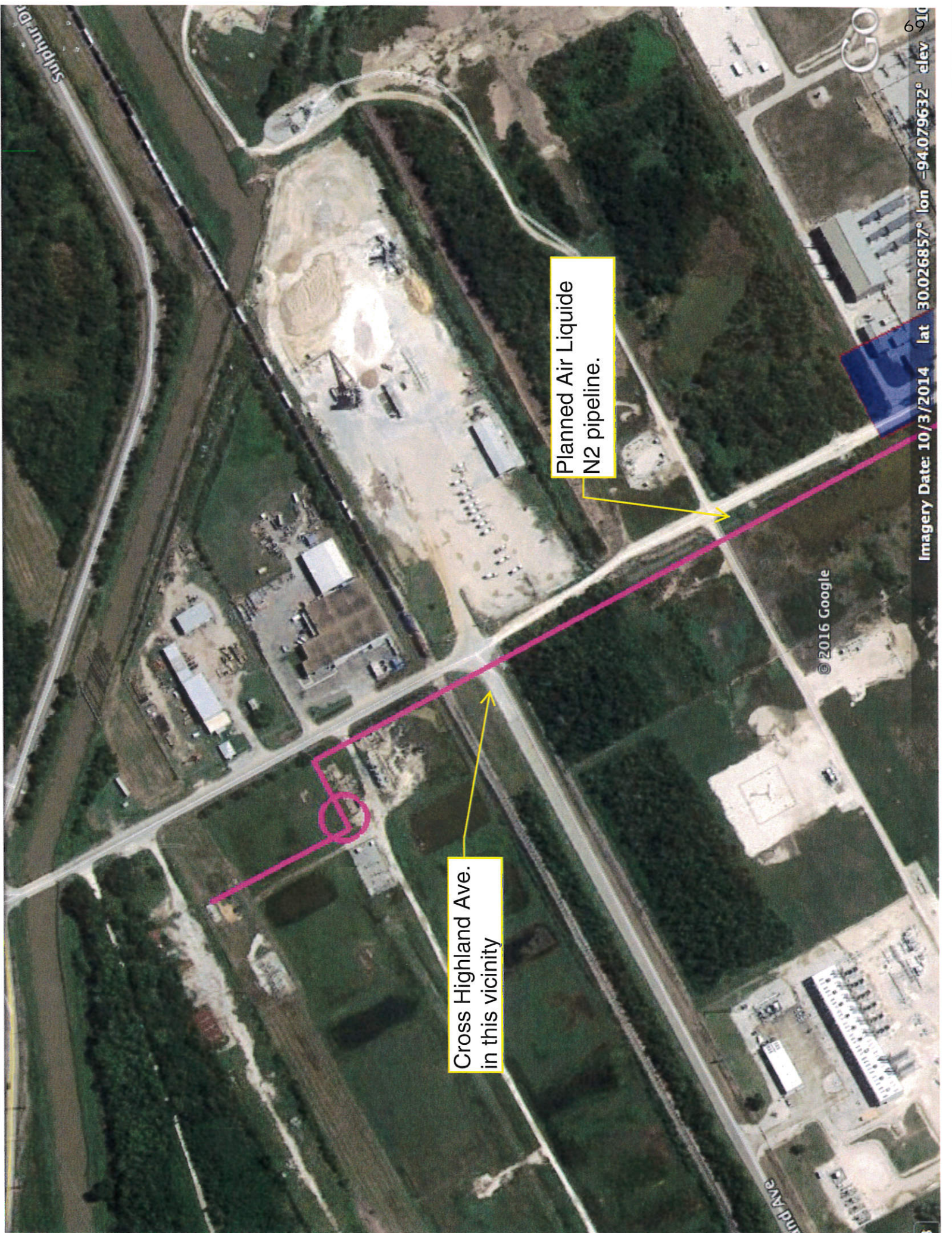
Sulphur Dr

Cross Highland Ave.
in this vicinity

Planned Air Liquefaction
N2 pipeline.

© 2016 Google

Imagery Date: 10/3/2014 lat 30.026857° lon -94.079632° elev 810



Planned Air Liquide
N2 pipeline.

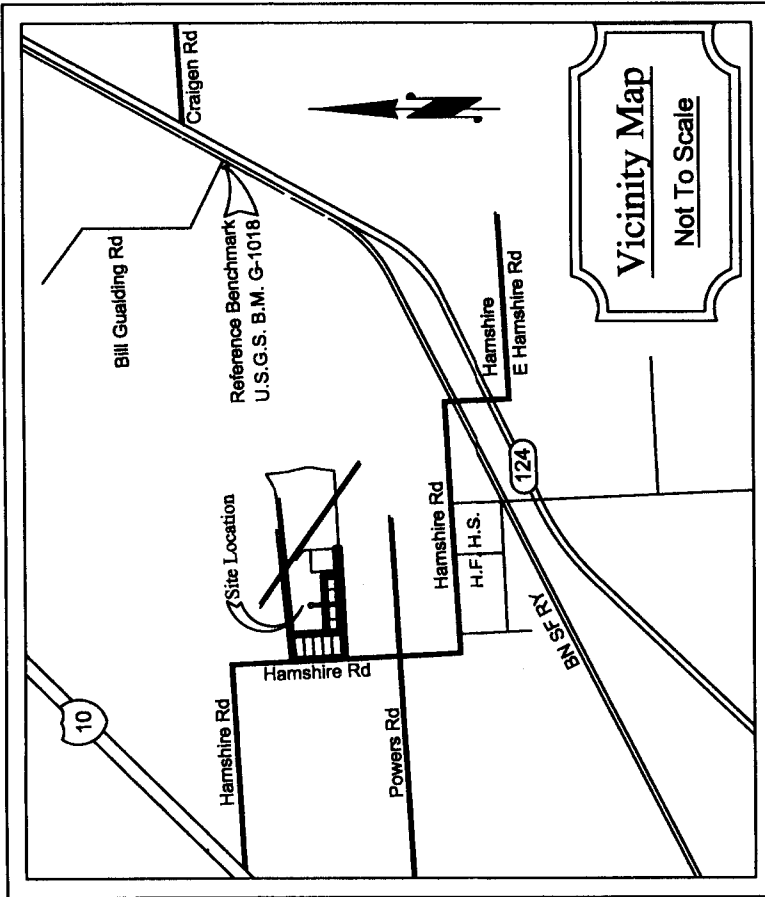
Cross Highland Ave.
in this vicinity

© 2016 Google

Imagery Date: 10/3/2014 lat 30.026857° lon -94.079632° elev 6910



THIS PROPERTY IS LOCATED IN "FLOOD ZONE "X" & AE"
THE PROPERTY IS LOCATED IN "FLOOD ZONE "X" & AE"
THE PROPERTY IS LOCATED IN "FLOOD ZONE "X" & AE"
THE PROPERTY IS LOCATED IN "FLOOD ZONE "X" & AE"



TYPE OF FACILITY	Area (sq. ft.)	Volume (cu. yd.)	Weight (lb.)	Volume (cu. yd.)	Weight (lb.)
Single Family (1-2 Bedrooms)	225	4628	188	5145	5145
Single Family (3 Bedrooms)	300	6711	240	6871	6871
Single Family (4 Bedrooms)	375	8714	300	8571	8571
Single Family (5 Bedrooms)	450	12871	360	12086	12086
Single Family (6 Bedrooms)	525	15000	420	13800	13800

- GENERAL NOTES:
- REFERENCE BENCHMARK IS U.S.G.S. BENCHMARK, G-018 ELEVATION 13.40 FEET (GPS ELEVATION 12.74 FEET).
 - TEMPORARY BENCHMARK IS A 58 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF PHASE II AND HAS A M.S.L. ELEVATION OF 14.15 FEET.
 - COORDINATES AS SHOWN HEREON ARE GRID COORDINATES. STATE PLANE COORDINATE SYSTEM, NAD83 CONUS, TEXAS SOUTH CENTRAL ZONE.
 - NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.
 - THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT SCHOOL DISTRICT.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
 - WEST JEFFERSON WATER SUPPLY CORPORATION, AN APPROVED WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE IN THE POLICIES OF THE DISTRICT TO PROVIDE WATER TO THE SUBDIVISION IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.
 - ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.
 - ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
 - NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

FIELD NOTES DESCRIBING AN 23.040 ACRE TRACT OF LAND LYING IN THE CHRISTOPHER TEAL SURVEY, ABSTRACT NO. 204, IN JEFFERSON COUNTY, TEXAS, OUT OF A CALLED 80.765 ACRE TRACT, JEFFERSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN A DEED TO PAMELA A. SIMINO, ET UX, RECORDED IN CLERK'S FILE NO. 2004045848 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL OF THE HORIZONTAL CONTROL IS REFERRED TO THE CALLED BEARING OF EAST ON THE SOUTH LINE AS CALLED FOR IN THE SAID 80.765 ACRE TRACT.

COMMENCING AT AN IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF EASY ACRES - PHASE - I, TO JEFFERSON COUNTY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED IN COUNTY CLERK'S FILE NO. 2001029425 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, SAID POINT OF BEGINNING HAS A STATE PLANE COORDINATE VALUE OF Y: 770,872.80, AND X: 3,483,875.63.

THENCE NORTH 00°09'28" WEST ALONG AND WITH THE EAST LINE OF PHASE - I FOR A DISTANCE OF 300.00 FEET TO AN IRON ROD SET FOR THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE SOUTHWEST CORNER OF EASY ACRES - PHASE III.

THENCE CONTINUING NORTH 00°09'28" WEST ALONG AND WITH THE EAST LINE OF PHASE - I, PASSING AN IRON ROD AT A DISTANCE OF 712.75 FEET FOUND AT THE NORTHEAST CORNER OF TRACT 6 OF PHASE - I, AND CONTINUING FOR A TOTAL DISTANCE OF 777.75 FEET THE NORTHWEST CORNER OF PHASE III, IN THE SOUTH LINE OF A DRAINAGE EASEMENT CONVEYED TO DRAINAGE DISTRICT #6 DESCRIBED IN A DEED RECORDED IN F.C. 2001029425 O.P.R.J.C.

THENCE NORTH 88°51'32" EAST ALONG THE NORTH LINE OF THE SAID DRAINAGE EASEMENT FOR A DISTANCE OF 1,212.45 FEET TO A POINT FOR THE NORTHEAST CORNER OF PHASE - I.

THENCE SOUTH 00°29'33" EAST ALONG AND WITH THE EAST LINE OF PHASE - I, PASSING AN IRON ROD SET AT A DISTANCE OF 64.92 FEET FOR THE NORTHEAST CORNER OF TRACT 3 OF PHASE - I, AND CONTINUING FOR A TOTAL DISTANCE OF 844.13 FEET TO AN IRON SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE N.E. COR. OF PHASE - II.

THENCE WEST ALONG THE NORTH LINE OF PHASE - II AND THE SOUTH LINE OF PHASE III FOR A DISTANCE OF 581.02 FEET TO AN IRON ROD SET FOR THE NORTHWEST CORNER OF LOT 1 BLOCK 2 OF PHASE - II AND THE SOUTHWEST CORNER OF TRACT 5 IN THE EAST LINE OF A 60' PRIVATE STREET EASEMENT.

THENCE SOUTH 00°09'28" WEST ALONG AND WITH THE EAST LINE OF THE SAID STREET EASEMENT AND THE WEST LINE OF LOT 1 BLOCK 2 OF PHASE - II FOR A DISTANCE OF 300.00 FEET TO AN IRON ROD SET FOR THE SOUTHWEST CORNER OF LOT 1 BLOCK 2 OF PHASE - II IN THE NORTH LINE OF SIMINO DRIVE.

THENCE WEST ALONG THE NORTH LINE OF SIMINO DRIVE AND THE SOUTH LINE OF PHASE III FOR A DISTANCE OF 60.00 FEET TO AN IRON ROD SET FOR THE SOUTHEAST CORNER OF LOT 2 BLOCK 1 OF PHASE - II.

THENCE NORTH 00°09'28" EAST ALONG AND WITH THE WEST LINE OF THE SAID STREET EASEMENT AND THE EAST LINE OF LOT 1 BLOCK 2 OF PHASE - II FOR A DISTANCE OF 300.00 FEET TO AN IRON ROD SET FOR THE NORTHEAST CORNER OF LOT 2 BLOCK 1 OF PHASE - II.

THENCE WEST ALONG THE NORTH LINE OF PHASE - I AND THE SOUTH LINE OF PHASE III AND THE SOUTH LINE OF PHASE II AND THE SOUTH LINE OF PHASE I FOR A DISTANCE OF 579.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 23.040 ACRES OF LAND, MORE OR LESS.

2017022628

EASY ACRES - PHASE III

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS THE
DAY OF July, 2017, AUTHORIZING THE FILING FOR RECORD OF THIS
PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR MAINTENANCE OF
STREET'S, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COUNTY CLERK
JEFFERSON COUNTY, TEXAS
Steve Boucher
COMMISSIONER PRECINCT NO.1
JEFFERSON COUNTY, TEXAS
Steve Boucher
COMMISSIONER PRECINCT NO.2
JEFFERSON COUNTY, TEXAS
Steve Boucher
COMMISSIONER PRECINCT NO.3
JEFFERSON COUNTY, TEXAS
Steve Boucher
COMMISSIONER PRECINCT NO.4
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF JEFFERSON

I, Donna A. Simino, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO
HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITHIN 11/2 DAY OF
CERTIFICATE OF AUTHENTICATION WAS FILED IN THE PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, AND DULY RECORDED IN THE
PLAT OF 2017022628 AT 2:53 O'CLOCK P.M. IN THE PLAT
RECORDS OF JEFFERSON COUNTY, TEXAS, IN BOOK 2017022628
FILE NO. 2017022628

Donna A. Simino
COUNTY CLERK
JEFFERSON COUNTY, TEXAS
Donna A. Simino
By: Donna A. Simino, Deputy Clerk
COUNTY OF JEFFERSON

KNOWN ALL MEN BY THESE PRESENTS, THAT I PAMELA A. SIMINO, OWNER OF 80.765
ACRES OF LAND OUT OF THE CHRISTOPHER TEAL SURVEY, ABSTRACT NO. 204,
JEFFERSON COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED NOVEMBER 19,
2004, AND RECORDED IN C.C.F. NO. 2004 045848, JEFFERSON COUNTY, TEXAS, AS
THEIR OWNERS, HAVE HEREBY SUBSCRIBED AND ACKNOWLEDGED TO ME THE SAID EXECUTED
RECORDS, DOING AS EASY ACRES, PHASE II, IN ACCORDANCE WITH THE PLAT SHOWN
HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE
GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS
SHOWN HEREON.

WITNESS MY HAND, THIS 5th DAY OF July, 2017

Donna A. Simino
PAMELA A. SIMINO

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
PAMELA A. SIMINO, KNOWN TO ME AS THE OWNER OF THE SAID EASEMENTS, WHO IS SUBSCRIBED
AND ACKNOWLEDGED TO ME THE SAID EXECUTED RECORDS, DOING AS EASY ACRES,
THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE THIS 5th DAY OF
July, 2017

Donna A. Simino
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

I, DON RAO, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY
CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES
AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT
OF JEFFERSON COUNTY, TEXAS.

Donna A. Simino
DIRECTOR OF ENGINEERING

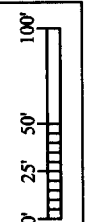
I, STEVEN RAY BOUCHER, REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE
STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL
SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND
THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE
WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

Steve Boucher
STEVEN RAY BOUCHER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5056



Survey Plat Showing a
23.040 Acre Tract
EASY ACRES
Phase II

Tract being out of a Called
80.765 Acre Tract
Plat No. 2004045848
(Clerk's File No. 2004045848)
Official Public Records of Jefferson County, Texas
Christopher Teal Survey
Jefferson County, Texas
MAY 15, 2017



1" IRON PIPE
@ S.W.C. A-204
N-771172-443
E-3483223-43
M.S.L. EL.=16.90

24 X 36

1" IRON PIPE
@ S.W.C. A-204
N-771172-443
E-3483223-43
M.S.L. EL.=16.90

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