

Notice of Meeting and Agenda and Minutes
July 24, 2017

SPECIAL, 7/24/2017 1:30:00 PM

BE IT REMEMBERED that on July 24, 2017, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

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

Honorable Zena Stephens, Sheriff (ABSENT)

MAJOR JOHN SHAUBERGER

Honorable Carolyn L. Guidry , County Clerk

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

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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 24, 2017

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **24th 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 **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

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PURCHASING:

1. Consider and approve, execute, receive and file a renewal for (IFB 14-028/JW), Term Contract for Lease of 217.892 Acres at Section 263, Abstract No. 358 for Jefferson County with Robert A. Hoyt for a third additional one (1) year renewal from August 22, 2017 to August 21, 2018.

SEE ATTACHMENTS ON PAGES 8 - 8

Action: TABLED

2. Consider and approve, execute, receive and file an agreement (Agreement 17-026/DC) with Thomson Reuters (Westlaw) and Jefferson County for online website subscription for Law Library Patron Access. This agreement will be for West Proflex service package for a three-year term, at a monthly cost of \$1,851.97 for two (2) users. This is in accordance with Contract # DIR-LGL-CALIR-02 (Option 1A).

SEE ATTACHMENTS ON PAGES 9 - 12

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

3. Consider and approve, execute, receive and file an agreement (Agreement 17-027/DC) with LexisNexis and Jefferson County for online website subscription for Law Library Patron Access. This agreement will be for Lexis Advance service package for a one-year term (7/26/2017 through 6/30/2018), at a monthly cost of \$55.00 for one (1) user; and will increase to a monthly cost of \$401.00 for a three-year term (7/01/2018 through 6/30/2021).

SEE ATTACHMENTS ON PAGES 13 - 18

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY AUDITOR:

4. Consider and approve budget transfer - Voters' Registration - additional cost for postage.

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120-1031-415-4052	POSTAGE	\$2,250.00	
120-1031-415-3078	OFFICE SUPPLIES		\$1,000.00
120-1031-415-5001	ADVERTISING		\$1,250.00

SEE ATTACHMENTS ON PAGES 19 - 19

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

5. Consider and approve budget transfer - R&B Pct.3 - cost for replacement truck due to wreck.

113-0309-431-6042	TRUCKS & TRAILERS	\$32,063.00	
113-0302-431-1028	LABORERS		\$32,063.00

SEE ATTACHMENTS ON PAGES 20 - 22

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

6. Consider and approve budget transfer – Beaumont Maintenance – replacement of chill water 3 way valve.

120-6083-416-6014	BUILDINGS AND STRUCTURES	\$8,047.00	
120-6083-416-4001	COOLING AND HEATING		\$8,047.00

SEE ATTACHMENTS ON PAGES 23 - 24

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

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7. Execute, receive, and file contract for arraignment services and all other duties to be performed by Judge Giblin, Jr., Judge Harold Plessala, or other quailed magistrate for the period 10/01/2017- 09/30/2018.

SEE ATTACHMENTS ON PAGES 25 - 25

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

8. Consider and approve downgrade of a Painter position (Grade 46) with an annual budget of \$47,594 to a Utility Maintenance position (Grade 40) with an annual budget of \$40,841. Consider and approve an upgrade of a HVAC Mechanic position (Grade 56) with an annual budget of \$56,614. These changes will result in an annual savings of \$8,430 including benefits.

SEE ATTACHMENTS ON PAGES 26 - 26

Action: TABLED

9. Regular County Bills – check #435958 through checks #436140.

SEE ATTACHMENTS ON PAGES 27 - 33

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

10. Consider and approve budget transfer - R&B Pct.4 - additional cost for repairs.

114-0405-431-4018	ROAD MACHINERY	\$5,000.00	
114-0402-431-3079	CRUSHED STONE		\$5,000.00

SEE ATTACHMENTS ON PAGES 34 - 34

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

ADDENDUMS

11. Consider and approve budget transfer – 136th District Court – additional cost for repairs on sound and media in courtroom.

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120-2035-412-4011	EQUIPMENT- MISCELLANEOUS	\$2,000.00	
120-2035-412-5062	TRAVEL EXPENSE		\$2,000.00

SEE ATTACHMENTS ON PAGES 35 - 38

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

COUNTY COMMISSIONERS:

12. Consider, possibly approve, authorize the County Judge to execute an Office Lease Agreement between Jefferson County and Sun Travel Shuttle for office space in the Main Commercial Terminal at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 39 - 49

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

SHERIFF'S DEPARTMENT:

13. Consider, possibly approve, authorize County Judge to execute, receive and file Memorandum of Understanding between Jefferson County Correctional Facility and Port Neches Independent School District. (The Memorandum of Understanding is for the use of up to ten (10) buses to evacuate inmates in the case of an emergency).

Action: TABLED

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July 24, 2017

14. Consider, possibly approve, authorize County Judge to execute, receive and file, the New Interlocal Contract with South East Texas Regional Planning Commission 911 operations. The current two year contract expires on Aug. 31, 2017. The new contract will extend that to August 31, 2019. There are no changes to the agreement only the extension of expiration. This contract is needed to further the regional efforts in advancing 911 telecommunications at each of the 12 PSAP locations in the region.

SEE ATTACHED PAGES 50 - 59

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

Jeff R. Branick
County Judge

**CONTRACT RENEWAL FOR IFB 14-028/JW
TERM CONTRACT FOR LEASE OF 217.892 ACRES AT SECTION
263, ABSTRACT NO. 358 FOR JEFFERSON COUNTY**

The County entered into a contract with Robert A. Hoyt for one (1) year, from August 25, 2014 to August 24, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third one (1) additional year from August 22, 2017 to August 21, 2018.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:



Robert A. Hoyt



Order Form

Order ID: Q-00060519

Contact your representative nate.whaley@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1003186826
JEFFERSON COUNTY LAW LIBRARY
 PATRON ACCESS
 1001 PEARL ST
 BEAUMONT
 TX, 77701-3549
 US

Shipping Address

Account #: 1003186826
JEFFERSON COUNTY LAW LIBRARY
 PATRON ACCESS
 1001 PEARL ST
 BEAUMONT
 TX, 77701-3549
 US

Billing Address

Account #: 1003186826
JEFFERSON COUNTY LAW LIBRARY
 PATRON ACCESS
 1001 PEARL ST
 BEAUMONT
 TX, 77701-3549
 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products

See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$1,851.97	36	3%

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For NON-ProFlex Online/Practice Solutions/Software Products: Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then-current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Post Renewal Term for ProFlex Products . Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

Automatic Renewal Term for Window Products. Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may

cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/sch-a-caselogistix.pdf>

The General Terms and Conditions, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>

The General Terms and Conditions for Federal Subscribers are located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

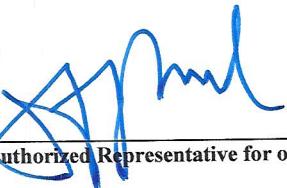
Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- West km Software
- West LegalEdcenter

- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGEMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

 
Signature of Authorized Representative for order

 Jeff R. Branick

Printed Name

 Jefferson County Judge

Title

 July 24, 2017

Date

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This Order Form will expire and will not be accepted after 9/12/2017.

ATTEST 
DATE 7/24/17





THOMSON REUTERS®

Attachment**Order ID: Q-00060519**Contact your representative nate.whaley@thomsonreuters.com with any questions. Thank you.**Order ID: Q-00060519****Payment, Shipping, and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1003186826

PO Number:

SA ID:

GSA Funding:

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)

Contact Name: Tina Williams

Email: twilliams@co.jefferson.tx.us

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003186826	JEFFERSON COUNTY LAW LIBRARY	1001 PEARL ST BEAUMONT TX, 77701-3549	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
2	Seats	42115621	Pat Acc National Core for Patron Access
2	Seats	42115635	Pat Acc Analytical Plus for Patron Access
2	Seats	42115618	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)

Online Contact Information			
User		Email Address	Contact Description
TINA	WILLIAMS	twilliams@co.jefferson.tx.us	EML PSWD CONTACT
TINA	WILLIAMS	twilliams@co.jefferson.tx.us	PATRON ACC TECH CONT

IP Address					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
000.000.000.000					

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40988737	Government Select Level 1 States (WestlawNext™)



**Lexis Advance® Subscription Agreement for State/Local
Government – with Library Patron Access
(New Subscriber Version)**



“Subscriber” Name: Jefferson County Law Library

Account Number:

“LN”: LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. (“LN”) grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis Advance® and the materials available therein (“Materials”) pursuant to terms set forth in the LexisNexis General Terms and Conditions (“General Terms”) and the pricing set forth in the Price Schedule (“Price Schedule”) (the General Terms together with the Price Schedule is collectively referred to as the “Subscription Agreement”), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <http://www.lexisnexis.com/terms/LACommercial2>.

2. Certification of Use of Lexis Advance by Librarians/Library Staff

2.1 Subscriber certifies that the number of government professionals in Subscriber’s organization who will have access to Lexis Advance is as set forth below. A “Government Professional User” is defined as a librarian or researcher who is employed by the Subscriber.

Number of Government Professional Users:	1
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2.2 Each LN ID is issued for the individual use of the Government Professional User to whom it is assigned.

2.3 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.4 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber’s organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber’s organization (the “Reference Number”) as Subscriber has specified above.

- (i) At LN’s request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Use of Lexis Advance by Library Patrons

3.1 In addition to use of Lexis Advance by Subscriber’s Government Professional Users, Subscriber’s “Authorized Users” may also include Subscriber’s library patrons who are accessing Lexis Advance through the use of on-site library terminals (up to the specified number on Schedule I) at Subscriber’s location(s) listed below (each a “Patron”). Non-Patrons of the library or any other persons who are not Government Professional Users are prohibited from receiving access to or use of Lexis Advance under this Agreement. Remote access to Lexis Advance (e.g., via dial-up or other remote connection) is strictly prohibited.

LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
	1

3.2 Subscriber acknowledges and agrees that each Patron may access Lexis Advance only from a library terminal that includes an acceptance screen (as the same is provided by LN) which requires the Patron to accept the LexisNexis General Terms and Conditions of Use. Each Patron must activate an "I Accept" button following the terms and conditions before the Patron will be permitted to access Lexis Advance. If the Patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "I Accept", then the Patron will not have access to Lexis Advance.

3.3 Subscriber's contact and technical information for its library terminals is set forth in the attached Schedule I.

4. Lexis Advance Product and Charges

4.1 This Section 4 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 4.2 below (the "Committed Term"). Subscriber may not terminate this Agreement under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features for Use by Librarians		
Product	SKU Number	Number of Users
Texas State Enhanced with Full Federal	1011587	1
Dorsaneo's, TX Litigation Guide	1010135	1
		1

See attached Rider No. 1 for additional Content & Features

Lexis Advance Content & Features for Use by Library Patrons		
Product	SKU Number	Number of Users
Texas State Enhanced with Full Federal	1011587	
Dorsaneo's, TX Litigation Guide	1010135	

See attached Rider No. 1 for additional Content & Features

4.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 4.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
7/26/2017 - 6/30/2018	\$55.00
7/1/2018 - 6/30/2019	\$401.00
7/1/2019 - 6/30/2020	\$401.00
7/1/2020 - 6/30/2021	\$401.00

4.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

4.4 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

5. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before July 26, 2017.

6. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

7. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

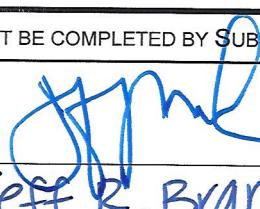
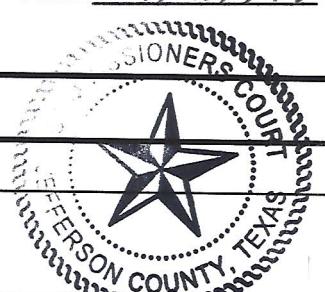
8. Miscellaneous

This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

ATTEST 
DATE July 24, 2017

AGREED TO AND ACCEPTED BY:

Subscriber: Jefferson County Law Library	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature: 	
Printed Name: <u>Jeff R. Branick</u>	
Job Title: <u>Jefferson County Judge</u>	
Date: <u>July 24, 2017</u>	
	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	
Name: _____	
Job Title: _____	
Date: _____	

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)	Jefferson County Law Library	
Billing Frequency:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Physical Address		Invoice Address
Street Address:		
City:		
State:		
Zip:		
County:		
Telephone:		
Fax:		
Parent Company: (if applicable)		

Type of Organization:

Library: _____

Employer Identification Number: _____

Organization Web Address: _____

Tax Exempt: Yes (attach Sales Tax Exemption Certificate) MSA: Yes No
 No

Tax ID No: _____ State Contract No:
(If applicable)

PO No:
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:	_____	_____	_____
Billing:	_____	_____	_____
Policy/Legal Notification:	_____	_____	_____
Scheduling/Training:	_____	_____	_____
Super Admin:	Name _____	Telephone _____	Email _____
			IP Address _____

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS

SCHEDULE I

LN requires accurate IP information from the library. The technical contact at the library will need to set up static IP addresses on the patron access machines. Remember, there is a **6 terminal limit** for Patron Access.

Information needed to set up Patron Access:

1. **Law Library Name:**

2. **Name of Technical Contact at Law Library**

3. **Phone Number, email and availability of Technical Contact at Library**

Number of terminals in contract: 1

Terminal 1 Static IP Address: _____	Terminal 4 Static IP Address: _____
Terminal 2 Static IP Address: _____	Terminal 5 Static IP Address: _____
Terminal 3 Static IP Address: _____	Terminal 6 Static IP Address: _____

4815-5986-7432, v. 1

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR



TERRY WUENSCHEL
CHIEF DEPUTY

July 19, 2017

County Judge, Jeff Branick
Commissioner Pct #1, Eddie Arnold
Commissioner Pct #2, Brent Weaver
Commissioner Pct #3, Michael Sinegal
Commissioner Pct #4, Everette D. Alfred
Jefferson County
Beaumont, Texas

Dear Judge & Commissioners:

2016-2017 Budget Transfer Request

I am requesting a budget transfer in the 2016-2017 Voter Registration budget due to the increase in registered voter correspondence for the budget year.

To: 120-1031-415-4052	Maintenance & Utilities/Postage	\$ 2,250.00
From: 120-1031-415-3078	Materials and Supplies-Office Supplies	\$ 1,000.00
120-1031-415-5001	Misc. Services-Advertising	\$ 1,250.00

Thank you for considering this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Allison Getz".

ALLISON NATHAN GETZ, PCC, CTOP
Assessor-Collector of Taxes
Jefferson County, Texas

ANG:ce

**Jefferson County
Precinct #3**

Memo

To: Fran Lee
From: Kimberly Doyle
CC: Michael Sinegal
Date: July 19, 2017
Re: Budget Transfer Request

\$ 32,043

Please transfer \$28,127.50 from Account #113-0302-431-1028 Laborers and place it in Account #113-0309-431-6042 Trucks & Trailers for the purchase of a new truck to replace unit B-4.

If you have any questions please give me a call (409) 736-2851

Thank You

Kimberly Doyle
Precinct #3

Fran Lee

From: Service Center <pct3sc@co.jefferson.tx.us>
Sent: Thursday, July 20, 2017 9:34 AM
To: 'Fran Lee'
Cc: 'Michael Sinegal'; 'Pct3 Supervisor'
Subject: Replacement Truck for B-4
Attachments: JEFFERSON CO PCT # 3 KIMBERLY.xls

Fran,

Here's the finale Quote with the Towing package, Seat covers & Mats.
We'll need to transfer and extra \$3,935.00 from Acct. #113-0302-431-1028 Laborers and put it in to
Acct. #113-0309-431-6042 Trucks & Trailers.

Thank you,
Kimberly Doyle
Precinct #3 Road & Bridge

May 15, 2017

To The Honorable Commissioners Court,

The Industrial & Commercial Mechanical LLC proposal for Providing Labor and Material to replace (1) Chill Water 3 way valve and convert from existing pneumatic control to electric. It is a preventive maintenance measure. Attached is a bid for \$8,047.00. Your consideration is greatly appreciated in this matter.

Sincerely,

KC/ab

Transfer

120-2083-416-6014 8,047

120-6083-416-4001 8,047



**Industrial and Commercial
Mechanical**
TACLA23943C
4445 Westpark Avenue
Beaumont, TX 77705
Phone (409) 842-3737
Fax (409) 842-3738

February 27, 2017

Jefferson County Court House
1149 Pearl St.
Beaumont, TX, 77006

Attention: **David Knight**
Reference: **Chill Water Valve Jail AHU**
Quote: **036-JA17**

Dear David,

Industrial & Commercial Mechanical LLC is pleased to offer the following proposal for providing Labor and Material to replace (1) Chill Water 3 way valve and convert from existing pneumatic control to electric.

Description

Replace (1) chill water 3 way valve with associated gaskets and miscellaneous bolts. Convert control of valve from pneumatic to electric.

Items not included in Proposed Work

Any changes or modifications not included as part of proposal, or the proposed scope of work.

Note:

Should new valve not be a direct replacement as submittals describe to be, ICM will install a temporary spool piece of pipe in place of existing valve to not interrupt temperature of conditioned space. Should piping modifications need to be made, ICM will provide separate quote for piping modifications.

The proposed price for Repair is:

\$8,047.00 (Eight Thousand Forty Seven dollars) Billed at completion of repair.

Labor: \$2,247.00

Material: \$5,800.00

Any applicable taxes are excluded and will be billed extra. Prices are firm for thirty (30) days. Work to be performed on straight time basis and will begin upon receipt of a signed Repair Service Agreement or mutually agreed Purchase Order referencing the subject proposal.

Thank you for your request for this proposal. We would appreciate the opportunity to provide these services and as always, we certainly appreciate your valuable business.

Respectfully,

Justin Aycock

General Manager

Mobil: 409-781-9744

jaycock@ic-mechanical.com

Industrial & Commercial Mechanical

Accepted By: _____ Date: _____

AGREEMENT

I hereby agree to preside over all jail arraignments and all other proceedings assigned by the judges of the Criminal District, 252nd District and Drug Impact Courts designed to expedite the processing of felony criminal cases.

I will be primarily responsible for performing all such duties. Judge Harold Plessala will assume these responsibilities when I am unable to do so, or I will obtain another qualified magistrate to perform these duties when we are unavailable. Any magistrate so designated will be paid at the same rate.

Payment for such service will be at the rate of \$250 per court session during weekdays, and \$300 per court session on holidays, weekends, or when juvenile detention hearings are held.

This agreement begins on October 1, 2017 and terminates on September 30, 2018.



Judge Leonard J. Giblin, Jr.



ACCEPTED

For Jefferson County

Fran Lee

From: Cary Erickson <cerickson@co.jefferson.tx.us>
Sent: Wednesday, July 19, 2017 4:12 PM
To: 'Fran Lee'
Cc: 'Charmayne Pierce'
Subject: FW: Beaumont Maintenance

See below

From: Cary Erickson [mailto:cerickson@co.jefferson.tx.us]
Sent: Wednesday, July 19, 2017 3:34 PM
To: 'Fran Lee'
Cc: 'Charmayne Pierce'
Subject: Beaumont Maintenance

An agenda item has been submitted by Beaumont Maintenance to reclassify (downgrade) an open Painter position (Grade 46) with an annual budget of \$47,594 to a Utility Maintenance position (Grade 40) with an annual budget of \$40,841. There is also a request to reclassify (upgrade) an open HVAC Mechanic position (Grade 56) with an annual budget of \$56,614 to an Electrician position (Grade 57) with an annual budget of \$56,614. These changes will result in an annual savings of \$8,430 including salary and benefits. Your approval of this request will assist us in better serving the current needs of the County and will result in an overall decrease in the Department's budget.

NAME

AMOUNT

CHECK NO.

TOTAL

ROAD & BRIDGE PCT.#1

BASE SEAL	3,975.40	435972
ENTERGY	786.32	435990
M&D SUPPLY	70.20	435999
MUNRO'S	29.65	436002
OFFICE DEPOT	39.90	436004
VULCAN MATERIALS CO.	3,487.41	436028
SOUTHERN TIRE MART, LLC	284.93	436032
MARTIN PRODUCT SALES LLC	1,280.00	436071
INTERSTATE ALL BATTERY CENTER - BMT	195.96	436086
ADVANCE AUTO PARTS	416.63	436097
SILSSEE FORD INC	187.39	436106
		10,673.99**

ROAD & BRIDGE PCT.#2

SUPERIOR TIRE & SERVICE	18.95	435965
MUNRO'S	40.00	436002
PHILPOTT MOTORS, INC.	41.72	436007
RTTER @ HOME	18.46	436012
AT&T	95.40	436017
BUMPER TO BUMPER	293.69	436064
CENTERPOINT ENERGY RESOURCES CORP	42.24	436066
MARTIN PRODUCT SALES LLC	6,789.12	436071
NEW WAVE WELDING TECHNOLOGY	6.60	436080
MEMBER'S BUILDING MAINTENANCE LLC	149.50	436102
FRED MILLER'S OUTDOOR EQUIPMENT LLC	69.90	436116
GULF COAST	452.22	436132
		8,017.80**

ROAD & BRIDGE PCT. # 3

BEAUMONT TRACTOR COMPANY	200.67	435973
CITY OF PORT ARTHUR - WATER DEPT.	29.32	435977
FARM & HOME SUPPLY	5.07	435987
ENTERGY	27.39	435990
MUNRO'S	23.40	436002
OFFICE DEPOT	58.18	436004
VULCAN MATERIALS CO.	883.84	436028
WEAVER, FALGOUT, & CARRUTH, INC.	151.79	436030
SOUTHERN TIRE MART, LLC	1,376.80	436032
LOWE'S HOME CENTERS, INC.	42.21	436053
TRACTOR SUPPLY CO	99.99	436069
C & I OIL COMPANY INC	5,824.63	436084
FELIX AAA AUTO & TRUCK PARTS LLC	45.60	436121
SMITTY'S HAMSHIRE GULF	222.00	436128
		8,990.89**

ROAD & BRIDGE PCT.#4

CHEM SEARCH	437.54	435976
COASTAL WELDING SUPPLY	54.00	435979
M&D SUPPLY	474.14	435999
MUNRO'S	75.40	436002
OFFICE DEPOT	50.22	436004
OIL CITY TRACTORS, INC.	239.30	436005
SANITARY SUPPLY, INC.	287.01	436013
AT&T	77.82	436017
TAC - TEXAS ASSN. OF COUNTIES	70.00	436020
UNITED STATES POSTAL SERVICE	.40	436042
4IMPRINT, INC.	350.30	436049
KENNETH MINKINS	104.67	436057
MARTIN PRODUCT SALES LLC	5,034.59	436071
ACT PIPE AND SUPPLY	55.00	436083
ON TIME TIRE	145.00	436094
SOUTHEAST TEXAS PARTS AND EQUIPMENT	30.68	436107
GCR TIRES & SERVICE	7,065.27	436114
MARTIN MARIEETA MATERIALS	1,075.62	436119
TRINITY VALLEY TRACTORS INC	608.34	436131
GULF COAST	2,267.72	436132
ALYNIA MACK NELSON	103.25	436137
		18,606.27**

ENGINEERING FUND

UNITED STATES POSTAL SERVICE	1.82	436042
PARKS & RECREATION		1.82**

NAME	AMOUNT	CHECK NO.	TOTAL
JIFFY TROPHIES	374.00	435996	
SPRINT WASTE SERVICES LP	310.80	436108	
GENERAL FUND			684.80**
STEVEN CARR	323.08	436136	
TAX OFFICE			323.08*
ACE IMAGEWEAR	20.74	436016	
UNITED STATES POSTAL SERVICE	513.10	436042	
ALLISON GETZ	69.00	436118	
COUNTY HUMAN RESOURCES			602.84*
UNITED STATES POSTAL SERVICE	.81	436042	
AUDITOR'S OFFICE			.81*
UNITED STATES POSTAL SERVICE	19.61	436042	
COUNTY CLERK			19.61*
UNITED STATES POSTAL SERVICE	321.33	436042	
COUNTY JUDGE			321.33*
TRAVIS EVANS	500.00	435985	
OFFICE DEPOT	51.93	436004	
UNITED STATES POSTAL SERVICE	14.33	436042	
ROCKY LAUDERMILK	500.00	436055	
JAN GIROUARD & ASSOCIATES LLC	400.00	436126	
RISK MANAGEMENT			1,466.26*
UNITED STATES POSTAL SERVICE	2.07	436042	
COUNTY TREASURER			2.07*
UNITED STATES POSTAL SERVICE	169.66	436042	
PURCHASING DEPARTMENT			169.66*
OFFICE DEPOT	88.57	436004	
UNITED PARCEL SERVICE	8.62	436027	
UNITED STATES POSTAL SERVICE	42.49	436042	
GENERAL SERVICES			139.68*
B&L MAIL PRESORT SERVICE	1,339.89	435969	
CASH ADVANCE ACCOUNT	200.00	435995	
OLMSTED-KIRK PAPER	1,695.00	436006	
SANITARY SUPPLY, INC.	34.88	436013	
TEXAS WORKFORCE COMMISSION	35,168.20	436026	
TFORCE FINAL MILE	159.55	436133	
VOTERS REGISTRATION DEPT			38,597.52*
UNITED STATES POSTAL SERVICE	418.02	436042	
ELECTIONS DEPARTMENT			418.02*
UNITED STATES POSTAL SERVICE	3.57	436042	
DISTRICT ATTORNEY			3.57*
CASH ADVANCE ACCOUNT	185.00	435995	
KIRKSEY'S SPRINT PRINTING	24.95	435998	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	436025	
CDW COMPUTER CENTERS, INC.	739.69	436035	
UNITED STATES POSTAL SERVICE	128.36	436042	

NAME	AMOUNT	CHECK NO.	TOTAL
PACER SERVICE CENTER THOMSON REUTERS-WEST	51.20 1,005.39	436050 436099	2,484.59*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE AERIALINK INC	372.37 166.14	436042 436130	538.51*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW THOMAS J. BURBANK PC OFFICE DEPOT KEVIN S. LAINE UNITED STATES POSTAL SERVICE CAROLYN WIEDENFELD LANGSTON ADAMS WILLIAM MARCUS WILKERSON AMY TOMLINSON	94,573.96 5,925.00 195.44 1,800.00 16.89 600.00 800.00 800.00 1,800.00	435971 435975 436004 436034 436042 436054 436056 436096 436123	106,511.29*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.40	436042	.40*
60TH DISTRICT COURT			
LEXIS-NEXIS	268.00	436044	268.00*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.21	436042	1.21*
252ND DISTRICT COURT			
GAYLYN COOPER DAVID W BARLOW KEVIN S. LAINE UNITED STATES POSTAL SERVICE SUMMER TANNER KIMBERLY R. BROUSSARD STEVEN GREENE	800.00 750.00 900.00 61.09 421.95 17,270.85 563.24	435960 435970 436034 436042 436072 436081 436103	20,767.13*
279TH DISTRICT COURT			
DAVID GROVE PHILLIP DOWDEN OFFICE DEPOT ANITA F. PROVO NATHAN REYNOLDS, JR. KEVIN S. LAINE LEXIS-NEXIS JOLEI SHIPLEY JOEL WEBB VAZQUEZ KIMBERLY PHELAN, P.C. P DEAN BRINKLEY JONATHAN L. STOVALL WILLIAM MARCUS WILKERSON WILLIAM FORD DISHMAN MATUSKA LAW FIRM DANE DENNISON GORDON D FRIESZ	75.00 700.00 70.39 300.00 150.00 325.00 56.00 416.26 150.00 300.00 75.00 75.00 75.00 75.00 1,125.00 75.00 1,275.00	435963 435968 436004 436010 436011 436034 436043 436062 436063 436067 436090 436092 436096 436104 436111 436112 436120	5,317.65*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE JUDY PAASCH	1.38 2,323.90	436042 436065	2,325.28*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE JUSTICE COURT-PCT 4	76.65	436042	76.65*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	112.36	436004	
AT&T	77.82	436017	
JUSTICE COURT-PCT 6			190.18*
UNITED STATES POSTAL SERVICE	45.95	436042	
COUNTY COURT AT LAW NO.1			45.95*
UNITED STATES POSTAL SERVICE	.40	436042	
COUNTY COURT AT LAW NO. 2			.40*
TRAVIS EVANS	250.00	435985	
A. MARK FAGGARD	250.00	435986	
UNITED STATES POSTAL SERVICE	1.27	436042	
ANTOINE FREEMAN	250.00	436077	
COUNTY COURT AT LAW NO. 3			751.27*
GAYLYN COOPER	250.00	435960	
BRUCE W. COBB	250.00	435980	
MARVA PROVO	250.00	436009	
TEXAS ASSN. FOR ALTERNATIVE EDUC.	75.00	436021	
KEVIN S. LAINE	300.00	436034	
UNITED STATES POSTAL SERVICE	1.61	436042	
COURT MASTER			1,126.61*
OFFICE DEPOT	67.81	436004	
UNITED STATES POSTAL SERVICE	4.18	436042	
MEDIATION CENTER			71.99*
UNITED STATES POSTAL SERVICE	6.85	436042	
SHERIFF'S DEPARTMENT			6.85*
AT&T	127.32	436017	
UNITED STATES POSTAL SERVICE	933.35	436042	
JAIL - NO. 2			1,060.67*
AT&T	1,390.64	436017	
OAK FARM DAIRY	967.75	436033	
TEXAS GAS SERVICE	299.95	436059	
JAMES KELLY III	60.20	436100	
FOOD MARKETING CONCEPTS INC	441.88	436135	
CHERENETHA JONES	154.29	436139	
CHONA GREEN	353.85	436140	
JUVENILE PROBATION DEPT.			3,668.56*
UNITED STATES POSTAL SERVICE	16.65	436042	
KAREN RIGGS	208.57	436124	
JUVENILE DETENTION HOME			225.22*
ALL STAR PLUMBING	754.63	435966	
CASH ADVANCE ACCOUNT	1,076.10	435995	
BEN E KEITH FOODS	2,735.56	436061	
CENTERPOINT ENERGY RESOURCES CORP	335.36	436066	
CONSTABLE PCT 1			4,901.65*
GT DISTRIBUTORS, INC.	506.21	435988	
OFFICE DEPOT	149.41	436004	
UNITED STATES POSTAL SERVICE	271.59	436042	
GALLS LLC	1,194.00	436117	
CONSTABLE-PCT 4			2,121.21*
AT&T	38.91	436017	

NAME	AMOUNT	CHECK NO.	TOTAL
US POSTAL SERVICE	237.00	436048	
HERRERA'S EMERGENCY LIGHTING	53.00	436060	328.91*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	10.96	436042	10.96*
CONSTABLE PCT. 7			
US POSTAL SERVICE	98.00	436045	98.00*
CONSTABLE PCT. 8			
POSTMASTER	965.80	436008	965.80*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	6.85	436042	6.85*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	36.18	435967	
BROUSSARD'S MORTUARY	1,500.00	435974	
CLAYBAR FUNERAL HOME, INC.	999.00	435978	
ENTERGY	70.00	435991	
AUSTIN CECIL WALKES MD PA	2,932.58	436029	
UNITED STATES POSTAL SERVICE	45.15	436042	5,582.91*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	2,449.86	435989	
AUSTIN CECIL WALKES MD PA	2,932.58	436029	
MCKESSON MEDICAL-SURGICAL INC	28.12	436036	
SAM'S CLUB DIRECT	43.86	436095	5,454.42*
CHILD WELFARE UNIT			
J.C. PENNEY'S	448.80	436051	
SEARS COMMERCIAL CREDIT	100.00	436052	548.80*
ENVIRONMENTAL CONTROL			
US POSTAL SERVICE	294.00	436046	294.00*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	9,741.09	436101	9,741.09*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	337.50	435958	
CONSOLIDATED ELECTRICAL DIST INC.	364.08	435982	
MCCOWN PAINT & SUPPLY OF TEXAS	286.95	436001	
SANITARY SUPPLY, INC.	2,641.47	436013	
ACE IMAGEWEAR	159.30	436016	
TEXAS FIRE & COMMUNICATIONS	105.00	436037	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	436102	
CINTAS CORPORATION	74.46	436127	26,656.52*
MAINTENANCE-PORT ARTHUR			
ALL-PHASE ELECTRIC SUPPLY	126.09	435981	
CURETON & SON	580.00	435983	
TIME WARNER COMMUNICATIONS	71.41	436023	
DRAGO SUPPLY	202.31	436088	
PARKER LUMBER	385.65	436089	1,365.46*
MAINTENANCE-MID COUNTY			
NOACK LOCKSMITH	6.00	436003	
ACE IMAGEWEAR	61.52	436016	
W. JEFFERSON COUNTY M.W.D.	27.14	436031	
LOWE'S HOME CENTERS, INC.	42.74	436053	

NAME

AMOUNT

CHECK NO.

TOTAL

CENTERPOINT ENERGY RESOURCES CORP	78.81	436066	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	436102	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	38.95	436116	
SERVICE CENTER			2,180.68*
ACTION AUTO GLASS	592.49	435961	
SPIDLE & SPIDLE	18,967.78	435962	
J.K. CHEVROLET CO.	184.39	435993	
KINSEL FORD, INC.	528.68	435997	
M&D SUPPLY	15.10	435999	
MUNRO'S	39.70	436002	
PHILPOTT MOTORS, INC.	863.53	436007	
AT&T	63.60	436017	
UNITED PARCEL SERVICE	17.46	436027	
JEFFERSON CTY. TAX OFFICE	7.50	436038	
JEFFERSON CTY. TAX OFFICE	7.50	436039	
JEFFERSON CTY. TAX OFFICE	7.50	436040	
BUMPER TO BUMPER	1,142.02	436064	
AIRPORT GULF TOWING LLC	95.00	436068	
AMERICAN TIRE DISTRIBUTORS	114.80	436082	
MIGHTY OF SOUTHEAST TEXAS	47.22	436093	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	180.06	436107	
1800RADIATOR & AC	139.00	436115	
VETERANS SERVICE			23,013.33*
HILARY GUEST	98.33	436058	
MOSQUITO CONTROL FUND			98.33*
ADAPCO, INC.	108,350.00	435959	
SUPERIOR TIRE & SERVICE	25.64	435964	
EASTEX RUBBER & GASKET	83.82	435984	
JACK BROOKS REGIONAL AIRPORT	1,459.75	435994	
MUNRO'S	82.20	436002	
SETZER HARDWARE, INC.	18.71	436015	
TEXAS WORKFORCE COMMISSION	80.33	436026	
UNITED PARCEL SERVICE	12.71	436027	
CENTERPOINT ENERGY RESOURCES CORP	35.22	436066	
VACUUM CITY	86.29	436073	
AIRGAS SOUTHWEST	334.63	436078	
CROP PRODUCTION SERVICES	4,676.40	436085	
ONSITE AVIONICS LLC	820.00	436113	
PRO PEST AND LAWN STORE	10,692.00	436138	
J.C. FAMILY TREATMENT			126,757.70**
PATRICIA VELASCO	1,225.00	436125	
LAW LIBRARY FUND			1,225.00**
THOMSON REUTERS-WEST	2,508.05	436098	
GRANT A STATE AID			2,508.05**
CASH ADVANCE ACCOUNT	346.74	435995	
OFFICE DEPOT	90.60	436004	
YOUTH ADVOCATE PROGRAM	4,683.68	436076	
CORNELL CORRECTIONS OF TEXAS	4,869.00	436109	
279 JUVENILE DRUG COURT			9,990.02**
CATHERINE BRUNNEY	1,600.00	435992	
COMMUNITY SUPERVISION FND			1,600.00**
TIME WARNER COMMUNICATIONS	163.27	436024	
TEXAS DISTRICT & COUNTY ATTY ASSN.	250.00	436025	
UNITED STATES POSTAL SERVICE	172.93	436042	
US POSTAL SERVICE	58.80	436047	
REDWOOD TOXICOLOGY LABORATORY	40.00	436074	

NAME	AMOUNT	CHECK NO.	TOTAL
JCCSC	38.00	436091	723.00**
JEFF. CO. WOMEN'S CENTER			
MARKET BASKET	31.38	436000	
SYSKO FOOD SERVICES, INC.	1,209.19	436018	
BEN E KEITH FOODS	1,230.90	436061	
REDWOOD TOXICOLOGY LABORATORY	38.25	436075	
ATTABOY TERMITES & PEST CONTROL	50.00	436087	
CINTAS CORPORATION	71.14	436127	
COMMUNITY CORRECTIONS PRG			2,630.86**
TEXAS DISTRICT & COUNTY ATTY ASSN.	125.00	436025	125.00**
DRUG DIVERSION PROGRAM			
TISH JONES	114.49	436110	114.49**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	17,688.44	436035	
UNITED STATES POSTAL SERVICE	6.77	436042	
CONST. PCT. 2 EDUCATION			17,695.21**
TAC - TEXAS ASSN. OF COUNTIES	230.00	436019	230.00**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	178.20	435964	
CASH ADVANCE ACCOUNT	803.80	435995	
TIME WARNER COMMUNICATIONS	110.53	436022	
KATHI HUGHES	131.50	436070	
JESSIE DAVIS	56.71	436079	
CINTAS CORPORATION	84.86	436127	
1957 ROAD BOND FUND			1,365.60**
TIM RICHARDSON	10,500.00	436105	10,500.00**
AIRPORT FUND			
AT&T	609.66	436017	
UNITED STATES POSTAL SERVICE	4.20	436042	
CENTERPOINT ENERGY RESOURCES CORP	104.43	436066	
VALLEN DISTRIBUTION INC	652.92	436129	
LIABILITY CLAIMS ACCOUNT			1,371.21**
CALVERT EAVES CLARKE & STELLY LLP	7,270.66	436122	7,270.66**
SHERIFF'S FORFEITURE FUND			
ANNUAL MVCI ASSOCIATION	680.00	436134	680.00**
GUARDIANSHIP FEE			
KEVIN PAULA SEKALY PC	200.00	436014	200.00**
MARINE DIVISION			
AT&T	83.18	436017	83.18**
			502,917.33***



MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct # 4

Date: July 14, 2017

RE: Transfer Funds

Please transfer **\$20,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0402-431-30-80 (Cover Stone) for additional cost of road material; and

Count [Please transfer **\$5,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

Thank you.

EA/nr

MEMORANDUM

TO: FRAN, AUDITING

FROM: JUDGE BAYLOR WORTHAM, 136TH DISTRICT COURT

DATE: July 19, 2017

RE: REQUEST FOR BUDGET TRANSFER OF FUNDS
Account: 120-2035-412

Dear Fran:

As you know, in January I began my term as Judge of the 136th District Court replacing Judge Shuffield. Judge Shuffield upgraded the sound and media in the courtroom back in 2001. The sound and media in our courtroom is in need of immediate repair and some upgrades that can wait until another budget year.

In order to take care of immediate needs, I would like to transfer funds from other areas rather than request a budget addition to cover this expense. I attach the following:

1. An invoice for the call-out to see what the issues were with the current system in the amount of \$145.00 to be paid.
2. An estimate for new DVD player interface and installation (immediate necessity to get rid of a continuous "buzz" in the audio system) in the amount of \$199.40. Please advise if I need to request a PO for this estimate.
3. An estimate for new microphones for the entire courtroom in the amount of \$1,485.07. Please advise if I need to request a PO for this estimate.

Accordingly, please transfer the following funds into "Equipment/Miscellaneous" and pay all three of the attached from that account:

From	120-2035-412.50-62	Travel Expense	2,000
To	120-2035-412.40-11	Equipment/Miscellaneous	

Please call if you have any questions or need anything further from my office. Otherwise, I would appreciate your placing these invoices in line for payment once the transfer has been made.

Baylor Wortham

Sweet Southern Sound
 PO Box 5854
 Beaumont, TX 77726
 (409)2420422

Invoice



SWEET SOUTHERN SOUND
 Professional Sound | Lighting | Video

BILL TO

136th District Court
 1085 Pearl Street
 Beaumont, Texas 77701

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
17146	07/19/2017	\$145.00	07/19/2017	Due on receipt	

JOB NAME
 Audio System Service

LOCATION
 136th district court

DESCRIPTION	QTY	RATE	AMOUNT
-------------	-----	------	--------

Onsite Service Call. 1 hour minimum and 1 hour of vehicle usage\drive time.
 Includes time onsite, drive time, transportation expense, and tool usage while onsite.

Additional time and materials used will be billed as Time+Material expense, in addition to service call rate.

Issue: Sound System not working

Notes: Tech onsite Clint Hill and Jordan Grimes. Found the main mixer volume turned down and a buzz coming from sub mixer that was connected to a DVD player. Adjusted the volume for the main mixer and the individual mic channels. Isolated the DVD player buzz down to the Soundcraft sub mixer. Recommend installing a direct box for the DVD player. Also made some adjustments to the main system EQ. Customer is interested in replacing the DVD player direct box and four new microphones. Will provide pricing in a separate quote.

BALANCE DUE **\$145.00**

Baylor Wortham

Invoice terms are due on receipt with a 15 day grace period. 5% late fee will be assessed to any invoice outstanding past 15 days. No returns after 10 days. Returns are subject to a 30% restocking fee.

Sweet Southern Sound
 PO Box 5854
 Beaumont, TX 77726
 (409)2420422

Estimate



SWEET SOUTHERN SOUND
 Professional Sound | Lighting | Video

ADDRESS

136th District Court
 1085 Pearl Street
 Beaumont, Texas 77701

ESTIMATE #

2458

DATE

07/19/2017

JOB NAME
 DVD Player Interface

LOCATION
 136th Court Room

DESCRIPTION	QTY	RATE	AMOUNT
Dual RCA to Mono XLR interface - with volume control	1	69.40	69.40
Equipment Installation	2	65.00	130.00
TOTAL			\$199.40

Accepted By

Accepted Date

Baylor Wortham

Sweet Southern Sound requires a 50% non-refundable deposit before any equipment or services are guaranteed. In cases of event productions the remaining balance is due 2 weeks before the event date. No returns after 10days. Returns are subject to a 30% restocking fee. Estimate and pricing is valid for 10days from quote date.

Sweet Southern Sound
 PO Box 5854
 Beaumont, TX 77726
 (409)2420422

Estimate



SWEET SOUTHERN SOUND
 Professional Sound | Lighting | Video

ADDRESS

136th District Court
 1085 Pearl Street
 Beaumont, Texas 77701

ESTIMATE #	DATE
2457	07/19/2017

JOB NAME
 Replacement Microphones

LOCATION
 136th Court Room

DESCRIPTION	QTY	RATE	AMOUNT
Counsel Table Mics			
Professional tabletop microphone set	2	269.99	539.98
Standard Series - 15ft Mic Cable, nickel Neutrik Connector	2	17.28	34.56
Judge Desk			
Professional tabletop microphone set	1	269.99	269.99
Standard Series - 3ft Mic cable, nickel Neutrik Connector	1	13.43	13.43
Witness Stand			
Rugged 50 cm gooseneck with integrated XLR connector	1	199.99	199.99
Screw-on hypercardioid microphone capsule module, only for GN / HM modules, W30 windscreens included	1	159.99	159.99
Stand adapter for straight shaft mics	1	45.70	45.70
Surface Mount Male Mic Flange	1	7.33	7.33
6" Flexible Gooseneck Ebony	1	5.67	5.67
Standard Series - 3ft Mic cable, nickel Neutrik Connector	1	13.43	13.43
Installation of microphones, cables, and mounts - includes calibration	3	65.00	195.00
TOTAL			\$1,485.07

Baylor Wortham

Sweet Southern Sound requires a 50% non-refundable deposit before any equipment or services are guaranteed. In cases of event productions the remaining balance is due 2 weeks before the event date. No returns after 10 days. Returns are subject to a 30% restocking fee. Estimate and pricing is valid for 10 days from quote date.

**AGENDA ITEM****July 24, 2017**

Consider, possibly approve, authorize the County Judge to execute an Office Lease Agreement between Jefferson County and Sun Travel Shuttle for office space in the Main Commercial Terminal at the Jack Brooks Regional Airport.

THE STATE OF TEXAS	}	<u>OFFICE MONTH TO MONTH</u>
COUNTY OF JEFFERSON	}	<u>LEASE AGREEMENT</u>

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and Sun Travel Shuttle, doing business in the State of Texas, made and entered into this 24th day of July, 2017.

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

WHEREAS, Sun Travel Shuttle, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter an Office Rental Agreement with the Lessor for the purpose of leasing an office with the understanding that the scope of business operations permitted by this agreement is limited to the use of an office. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

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

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

SECTION I

LETTING AND TERMS

1.01 Premises. Lessor hereby leases to the Lessee space as depicted on the attached Exhibit "A" for the operation of an office. The space is more fully described as follows:

1.01.1 For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "Main Terminal Suite 108 containing 192 square feet, more or less, of office space (as shown on Exhibit "A" attached hereto) at a rate of \$24 SqFt Per Year / \$4,608.00 Year / \$384.00 Month.

1.01.2 Terms. This agreement shall become effective August 1st, 2017, and shall be a month-to-month lease subject to adjustment of rental described in Section 1.05.

1.01.3 Rentals. Lessee covenants and agrees to pay to Lessor rental as described in paragraph 1.01.1 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, State of Texas, Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the office space, its use or occupancy.

1.04 Due Date. All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall bear interest at the highest rate allowed by law from the date it is due until paid.

1.05 Adjustment of Rental. Commencing on January 1, 2019, and at the expiration of each subsequent calendar year, the rental price may be adjusted to reflect current economic conditions, to include, but not limited to, existing rental rates in the area, cost of utilities, and other relevant factors.

1.06 Taxes. Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

SECTION II

PROHIBITED USES

2.01 Prohibited Uses. Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for (a) any non-aeronautically related use; (b) the sale of aircraft fuels, lubricants, or propellants; or (c) the operating of any public restaurant, cafeteria, kitchen stand, or game machines.

2.02 Fueling Facility. LESSEE may not install and operate its own fueling facility for any purpose. LESSEE shall not sell fuel to the public or operate a fueling operation as a fixed base operator in competition with LESSOR or any other fixed base operator approved by the LESSOR.

SECTION III

UTILITIES

3.01 Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities.

SECTION IV

CONDITION, MAINTENANCE, AND SURRENDER

4.01 Lessor's Responsibilities. Lessor shall, at its expense and risk, maintain the roof, foundation, heat and air conditioning, exterior walls and weight-bearing interior walls, the exterior walls (excluding windows, window glass, plate glass, and doors leading into the exclusive space), and reasonable care of landscaping and the regular mowing of grass and maintenance of paving outside the building. Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.

4.02 Lessee's Responsibilities. Lessee shall, at its own expense and risk, maintain the exclusive space, including interior walls, floors, ceiling, windows, window glass, plate glass, doors, light fixtures, and shall be responsible for painting and repairing the exclusive space. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and electrical fixtures necessitated by alterations to the exclusive space made by Lessee. **Lessee shall, at its own expense, change and replace, on a monthly basis, the HVAC filters.** Lessee shall maintain the premises and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty accepted. In the event Lessee should neglect to reasonably maintain the premises, Lessor shall have the right, but not the obligation, after written notice and a reasonable opportunity to correct the alleged condition, to cause repairs or corrections to be made, and any reasonable costs, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

4.03 Janitorial Service. Lessee shall provide its own janitorial service as needed.

4.04 Alterations. Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Manager of Lessor. Lessor acknowledges lessee desires to install a sign above the leased space.

4.05 Condition and Surrender. By execution of this lease agreement, Lessee acknowledges that it

has inspected the leased premises, including the common area, and accepts the same in an "as is" condition. Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section I and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs, therefore, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

SECTION V

5.01 Hold Harmless Covenant. Lessee covenants and agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of Lessee, his agents, servants, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

SECTION VI

DEFAULT

6.01 Events of Default. If Lessee shall allow the rent to be in arrears more than fifteen (15) days after written notice of such delinquency, or is in default under any other condition of this lease for a period of fifteen (15) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, any such event shall be deemed to be an event of default by Lessee under this lease.

If at any time, Lessor determines Lessee's business operations negatively impacts the commercial airlines enplanements or operations, Lessor will notify Lessee in writing of negative impacts. Lessee will have 15 days to correct the acts causing the impacts. If corrections are not or cannot be made, such impacts shall be deemed to be an event of default by Lessee under this lease.

6.02 Remedies. Upon the occurrence of any event of default specified in Section 6.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this lease in which event Lessee shall immediately surrender the premises

to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination.

(b) Enter upon the premises by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

No reentry or taking possession of the premises by Lessor shall be construed as an election on its part to terminate this lease, unless a written notice of such intention be given to Lessee. Notwithstanding any such re-letting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession. Should Lessor at any time terminate this lease for any default, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of such default, including cost of recovering the premises and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term

over the reasonable rental value of the premises for the remainder of the said term, all of which amounts shall be immediately payable from Lessee to Lessor.

SECTION VII
CANCELLATION BY LESSEE

7.01 Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than twenty (20) days written notice to Lessor of its interest to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at the will of Lessor.

SECTION VIII
ASSIGNMENT OR SUBLEASE

8.01 Lessee agrees not to assign the premises leased, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent which shall not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein, without Lessor's written consent, and Lessor's consent shall not be unreasonably withheld. Lessee shall have no right to sublease any part of this lease or of the lease premises.

SECTION IX
RIGHT OF ENTRY

9.01 Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall provide Lessee reasonable advanced notice except in the case of an emergency.

SECTION X

STANDARD ASSURANCES

10.01 Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, including FAA approved Certification Manual, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.

10.02 Airport Regulations. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.

10.03 Air Operations Area Security. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Federal Aviation Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.

10.04 Airport Hazard. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

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

SECTION XI

NOTICES

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

AIRPORT MANAGER
Jack Brooks Regional Airport
5000 Jerry Ware Drive
Beaumont, Texas 77705

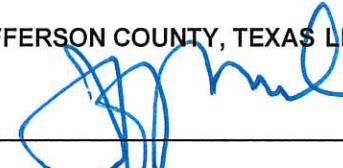
and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

Sun Travel LLC
Mailing:
P.O. Box 12691
Beaumont, TX
77726
1 Tel. 409.721-9636
2 Tel. 409.284.0753
Email 1: m.labrie@yahoo.com

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

JEFFERSON COUNTY, TEXAS LESSOR

BY: _____

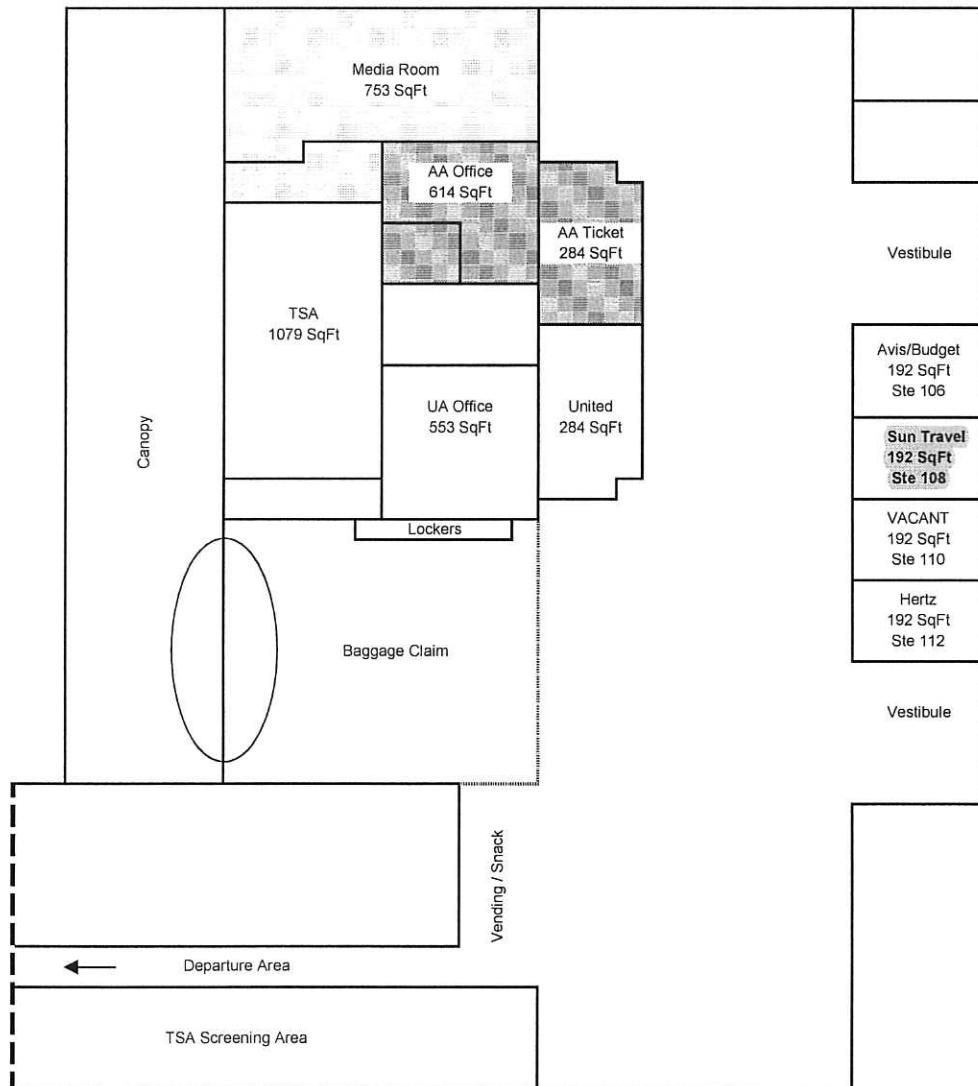

Jeff Branick
County Judge, Jefferson County

LESSEE

BY: _____

Michael LaBrie
Sun Travel Shuttle

Exhibit "A" - Approx Location Leased Premises





Emergency Network

South East Texas
Regional Planning Commission

June 28, 2017

Sheriff Zena Stephens
Jefferson County Sheriff's Office
1001 Pearl St
Beaumont, Texas 77701

Dear Sheriff Stephens:

The South East Texas Regional Planning Commission 9-1-1 Emergency Network has developed an "Interlocal Agreement for Operation of a Regional 9-1-1 System" that meets the State of Texas requirements of program and system accountability regarding maintenance, equipment upgrade, and training associated with the 9-1-1 program. This agreement replaces the current two-year contract that expires on August 31, 2017 with SETRPC. There are no changes with this new agreement other than extending the two-year term which is set to expire on August 31, 2019. Execution of this contract is needed as a part of our regional effort to enhance 9-1-1 telecommunications at each of the twelve (12) PSAP locations throughout Hardin, Jefferson and Orange counties.

Two originals of this agreement are enclosed for your review and approval by the County Commissioners Court. Please return the signed agreements to my office by August 15, 2017.

Should you have any questions arise, feel free to contact me at (409) 899-8444 x 6106.

Sincerely,

A handwritten signature in blue ink that reads "Jeff Wilmore".

Jeff Wilmore
SETRPC
9-1-1 Emergency Network

PD/
Enclosure

SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION
9-1-1 EMERGENCY COMMUNICATIONS

INTERLOCAL CONTRACT RELATING TO THE
PLANNING, DEVELOPMENT, OPERATION AND PROVISION
OF 9-1-1 SERVICE AND THE USE OF 9-1-1 FUNDS

This Contract is entered into between the
South East Texas Regional Planning Commission

and

Jefferson County, Texas

South East Texas Regional Planning Commission

INTERLOCAL CONTRACT FOR
PLANNING, DEVELOPMENT, OPERATION AND PROVISION
OF 9-1-1 SERVICE AND USE OF 9-1-1 FUNDS

Parties and Purpose

1.1 The South East Texas Regional Planning Commission (SETRPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. SETRPC has developed a Strategic Plan for the administration and operation of 9-1-1 emergency telephone service in Hardin, Jefferson and Orange counties. The Commission on State Emergency Communications (CSEC) has approved SETRPC's current strategic plan.

1.2 Jefferson County (Public Agency) is a Texas municipality that operates one or more Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as authorized by Chapter 771 of the Health and Safety Code.

1.3 This contract is entered into between SETRPC and Public Agency under Chapter 791 of the Government Code. This contract relates to the planning, development, operation and provision of 9-1-1 service, the use of 9-1-1 funds, and adherence to applicable law.

Goods and Services

2.1 Public Agency agrees to:

(1) cooperate with SETRPC in acquiring and installing necessary equipment for the 9-1-1 system;

(2) comply with applicable provisions of the Uniform Grant Management Standards, as established by the Governor's Office of Budget and Planning, under the authority of Chapter 783 of the Texas Government Code.

(3) comply with the Uniform Grant Management Standards, applicable law, and SETRPC policies, as outlined in Section 3 of this contract, related to ownership, transfer of ownership, and /or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service;

(4) abide by all rules, regulations, performance training standards, etc. adopted by SETRPC and CSEC or its successor agency;

(5) purchase supplies such as printer paper, printer ribbons, cleaning materials, etc. necessary for the continuous operation of PSAP(s);

(6) secure the premises of PSAP(s) against unauthorized entrance and protect the 9-1-1 equipment from unauthorized use and ensure sufficient controls and security exists by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

(7) practice preventive maintenance for the 9-1-1 equipment, including at a minimum, testing emergency power generators periodically, and ensuring that all equipment is working properly;

(8) participate in emergency communications training for call-takers/dispatchers as scheduled and provided by SETRPC;

(9) complete such reports and other documentation as may be reasonably required by CSEC, the PSAPs, SETRPC, or the service provider.

E 9-1-1 Equipment Purchasing and Leasing

3.1 (a) SETRPC hereby agrees to provide services and equipment, whether purchased or leased, for Public Agency including all non-recurring and monthly recurring charges for equipment and network charges as approved by the CSEC. SETRPC also agrees to provide for repairs, updates to and replacement of equipment as deemed necessary by SETRPC and as approved by the CSEC.

(b) All leased equipment remains the sole property of the lessor.

3.2 Except as noted in paragraph 3.6, SETRPC owns all 9-1-1 equipment purchased on behalf of Public Agency with emergency service fees. Public Agency is licensed to use the 9-1-1 equipment in providing enhanced 9-1-1 emergency telephone services.

3.3 Public Agency agrees to notify SETRPC in writing before encumbering, transferring, or otherwise disposing of the 9-1-1 equipment. In addition, Public Agency and PSAP(s) shall reimburse SETRPC and/or the CSEC, as applicable, for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by PSAP employees, normal wear and tear or ordinary day to day use of equipment excepted. Further, upon the installation of any additional equipment or software by SETRPC, Public Agency agrees to comply with the provisions of Exhibit "A" attached hereto and incorporated herein as referenced.

3.4 Public Agency acknowledges that SETRPC representatives will visit Public Agency on a regular basis to monitor functionality and use of all equipment associated with 9-1-1 call handling and processing and on an annual basis to conduct a physical inventory of all said equipment.

3.5 Paragraphs 3.1, 3.2 and 3.3 survive the expiration or early termination of

this contract and continue in effect so long as Public Agency uses the 9-1-1 equipment.

3.6 When 9-1-1 equipment is purchased with a combination of monies from Public Agency and emergency service fees, SETRPC may elect to transfer ownership of said equipment to Public Agency. SETRPC will provide Public Agency with a "Certification of Purchase by City/County/Agency Transfer of Ownership" document outlining the responsibilities of Public Agency. Those responsibilities include, but are not limited to, maintenance of equipment and ensuring equipment is fully functional at all times. Additionally, Public Agency shall provide adequate insurance policies on said equipment to provide for replacement of equipment in cases of loss where applicable.

3.7 SETRPC will provide 9-1-1 funds to Public Agency and/or PSAP(s) on a reimbursement basis using a monitoring process that provides assurances that the reimbursement requests from the Public Agency and/or PSAP(s) are complete, accurate and appropriate.

Effective Date and Term of Contract

4.1 The term of this contract shall be two years, effective on September 1, 2017 and shall terminate on August 31, 2019.

Independent Contractor

5.1 Public Agency is not an employee or agent of SETRPC, but furnishes services under this contract solely as an independent contractor.

Assignment and Subcontracting

6.1 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of SETRPC. An attempted assignment or subcontract in violation of this paragraph is void.

6.2 If SETRPC consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Records

7.1 Public Agency agrees to assist SETRPC, where applicable, in maintaining a current inventory of all 9-1-1 equipment, consistent with the Uniform Grant Management Standards and applicable federal and state law.

7.2 Public Agency and PSAP(s) agree to comply with SETRPC requirements for documenting and reporting 9-1-1 data base errors and ANI/ALI problems.

7.3 Public Agency and PSAP(s) agree to maintain, consistent with Uniform Grant Management Standards and applicable federal and state law, adequate fiscal records and supporting documentation for all 9-1-1 funds reimbursed to Public Agency and PSAP(s) and all 9-1-1 funds spent by such Public Agency and PSAP(s).

7.4 Subject to the additional requirement of paragraph 7.5, Public Agency agrees to preserve records, at a minimum, for three years.

7.5 If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

7.6 SETRPC is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved.

7.7 SETRPC is also entitled to visit Public Agency's offices, talk to its personnel, monitor and inventory equipment, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

7.8 SETRPC, CSEC, the Texas State Auditor, and/or their duly authorized representatives, shall have access to and the right to examine all books, accounts, records, files, and /or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Public Agency, PSAP(s), or by any other entity that has performed or will perform addressing or addressing data base maintenance activities.

Nondiscrimination and Equal Opportunity

8.1 Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Dispute Resolution

9.1 The parties desire to resolve disputes arising under this contract without

litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 9.1-9.2, until they have exhausted the procedures set out in these paragraphs.

9.2 At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Jefferson County for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Suspension for Unavailability of Funds; Withholding, Decrease or Reimbursement of Funds Due to Non-compliance

10.1 Public Agency acknowledges that SETRPC's sole source of funding for this contract is 9-1-1 emergency service fees. In the event that:

- (1) SETRPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Public Agency provided for in this Agreement, and
- (2) Such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of SETRPC, and
- (3) SETRPC has exhausted all funds legally available for reimbursement to Public Agency, and no other legal procedures shall exist whereby payment hereunder can be made to Public Agency; and
- (4) SETRPC has negotiated in good faith with Public Agency to develop an alternative payment schedule or new agreement that will accommodate SETRPC's approved budget and/or appropriations for the applicable period, then SETRPC will not be obligated to reimburse Public Agency for the applicable budget year(s).

10.2 Public Agency acknowledges that SETRPC may withhold, decrease or seek reimbursement of 9-1-1 funds in the event such funds are or were used in non-compliance with applicable federal or state law. Further, Public Agency and PSAP(s) shall return or reimburse SETRPC and/or CSEC, as applicable, any 9-1-1 funds used in non-compliance with applicable law. Such return or reimbursement of 9-1-1 funds to SETRPC and/or the CSEC, as applicable, shall be made by the Public Agency or PSAP(s) within sixty (60) days after demand by SETRPC, unless an alternative repayment plan is approved by SETRPC and CSEC.

Termination for Convenience

11.1 Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, this contract terminates 60 calendar days after a party receives the notice of termination.

Notice to Parties

12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party; (1) when it is delivered to the party personally; (2) when a party receives a facsimile of the notice, as confirmed by the sender's facsimile machine; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 12.2 and signed on behalf of the party; or (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 12.2.

12.2 SETPRC's address is 2210 Eastex Freeway, Beaumont, Texas 77703
 Attention: 9-1-1 Director. SETRPC's telephone number is (409) 724-1911, and its facsimile number is (409) 347-1953. Public Agency's address is 1001 Pearl St, Beaumont, TX 77701.
 Attention: Sheriff Zena Stephens. Public Agency's telephone number is 409-835-8734, and its facsimile number is 409-839-2351.

12.3 Public Agency agrees to notify SETRPC of a change of address or contact information by providing notice of the change in accordance with paragraph 12.1.

Further Agreements; Miscellaneous

13.1 By their respective signatures below, SETRPC, Public Agency, and PSAP(s), as applicable, commit to continue providing 9-1-1 services as a condition of the receipt of 9-1-1 funds as prescribed by the SETRPC Strategic Plan.

13.2 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that such party is legally authorized to perform the obligations undertaken.

13.3 This contract states the entire agreement of the parties, and an amendment to this contract is not effective unless in writing and signed by all parties.

13.4 This contract is binding on and inures to the benefit of the parties' successors in interest.

13.5 This contract is executed in duplicate originals.

County of: Jefferson

Signature 

Printed Name: JEFF R. BRANICK

Title: County Judge

Date: 07-24-2017

SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION

Signature 

Printed Name: Shaun P. Davis

Title: Executive Director

Date: 7-3-17

EXHIBIT A**PSAP RULES REGARDING 9-1-1 EQUIPMENT**

1. Only the designated Dispatch Supervisor or other designated supervisor is to have the administrative password or security code for the 9-1-1 computer equipment.
2. No unauthorized software is to be loaded onto the 9-1-1 system.
3. No unauthorized personnel are to service or repair the 9-1-1 system components.
4. No unauthorized personnel are to use the 9-1-1 system.
5. PSAP personnel are responsible for reporting any hardware or software problems to the appropriate service provider and/or SETRPC within a reasonable period from the time the problem is first detected.
6. Public Agency and PSAP(s) shall be liable for expenses incurred by the SETRPC in repairing or replacing software or hardware that must be replaced due to abuse or negligence or as a direct result of any violation of the rules stated herein.
7. Public Agency and PSAP(s) will not be held monetarily liable for costs incurred for items that are covered by warranty, or if they are the result of an incident over which they have no control (i.e. lightning, water as a result of flooding, power failure, etc.)
8. Failure to abide by these rules may result in the SETRPC terminating this agreement and not placing a PSAP at that location.

Special, July 24, 2017

There being no further business to come before the Court at this time,
same is now here adjourned on this date, July 24, 2017