

SPECIAL, 7/31/2017 1:30:00 PM

BE IT REMEMBERED that on July 31, 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 (ABSENT)

Commissioner Eddie Arnold, Commissioner Pct. No. 1

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

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF DEPUTY COOPER

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 31, 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 31, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **31st** 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:

WORKSHOP: 11:00 a.m.- To hear presentation from Mr. Mike Connor of the Beaumont Dream Center.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Consider and approve, execute, receive and file a renewal for (IFB 13-009/KJS), Term Contract for On Call Court Reporting and Transcription for Jefferson County with Jan Girouard & Associates for a fourth additional one (1) year renewal from August 8, 2017 to August 7, 2018.

SEE ATTACHMENTS ON PAGES 9 - 9

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Consider and approve, execute, receive and file an agreement (Agreement 17-028/JW) with Thomson Reuters (Westlaw) and Jefferson County for online website subscription for the Jefferson County Correctional Facility. The monthly cost for this service will be \$344.00 per month for two (2) users. This is in accordance with Contract # DIR-LGL-CALIR-02 (Option 1B).

SEE ATTACHMENTS ON PAGES 10 - 15

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider and approve, execute, receive and file an agreement with Verizon Wireless for purchases for Jefferson County pursuant to State of Texas (DIR Contract No. DIR-TSO-3415) for existing account number (947283). This new state contract will replace the expired State of Texas (DIR Contract No. DIR-SDD-1779.)

SEE ATTACHMENTS ON PAGES 16 - 16

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
July 31, 2017

4. a. Consider and approve inter-department transfer of (9) vehicles from Constable Pct. 8 to A.S.A.P as authorized by Local Government Code §262.011 (j), as follows: 2008 Ford Crown Victoria (VIN 2FAFP71V18X158505); 2008 Ford Crown Victoria, (VIN 2FAFP71VX8X158504); 2010 Ford Crown Victorian, (VIN 1FTFW1EV6AKE38613); 2010 Ford Crown Victoria (VIN 1FTFW1EV0AKE18096); 2007 Ford Crown Victoria, (VIN 2FAFP71W47X107734); 2008 Ford Crown Victoria (VIN 2FAFP41V28X158500); 2008 Ford Crown Victoria (VIN 2FAFP71V48X154349); 2010 Ford Explorer (VIN 1FMEU6DE1AUA50768); 2014 Ford Police Explorer (VIN 1FM5K8AR9EGB90855)

SEE ATTACHMENTS ON PAGES 17 - 18

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

5. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 19 - 21

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AIRPORT:

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

SEE ATTACHMENTS ON PAGES 22 - 32

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

7. 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 57) with an annual budget of \$56,614 to an Electrician position (Grade 58) with an annual budget of \$56,614. These changes will result in an annual savings of \$8,430 including benefits.

SEE ATTACHMENTS ON PAGES 33 - 33

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

8. Consider and approve budget transfer - Road &; Bridge Pct.4 - additional cost.

114-0406-431-3015	CEMENT, CONCRETE, ETC.	\$5,000.00	
114-0402-431-3001	ASPHALT	\$7,000.00	
114-0405-431-3044	JANITOR SUPPLIES	\$1,000.00	
114-0401-431-4052	POSTAGE	\$200.00	
114-0405-431-4015	COMMUNICATION EQUIPMENT	\$200.00	
114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$5,000.00	
114-0405-431-4011	EQUIPMENT- MISCELLANEOUS	\$2,310.00	
114-0402-431-1028	LABORERS		\$20,710.00

SEE ATTACHMENTS ON PAGES 34 - 34

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

9. Consider and approve budget transfer - Service Center - abrasive blast and resurface of fuel tank.

120-8095-417-6024	FUEL STORAGE TANKS	\$7,261.00	
120-8095-417-3037	GASOLINE		\$7,261.00

Notice of Meeting and Agenda and Minutes
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SEE ATTACHMENTS ON PAGES 35 - 41

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

10. Consider and approve budget transfer - Road &; Bridge Pct.4 - additional cost for dues &; subscription.

114-0407-431-5021	DUES/SUBSCRIPTIONS	\$165.00	
114-0402-431-3079	CRUSHED STONE		\$165.00

SEE ATTACHMENTS ON PAGES 42 - 42

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

11. Consider and approve budget transfer - Road &; Bridge Pct.4 - purchase of a mower.

114-0409-431-6018	POWER TOOLS & APPLIANCES	\$9,220.00	
114-0402-431-1028	LABORERS		\$9,220.00

SEE ATTACHMENTS ON PAGES 43 - 43

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

12. Regular County Bills - check #436141 through checks #436406.

SEE ATTACHMENTS ON PAGES 44 - 52

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

13. Consider and possible approve the resignation of Susan Haver as Commissioner to the Jefferson County Emergency Services District #1 effective July 31, 2017.

SEE ATTACHMENTS ON PAGES 53 - 53

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

14. Consider and possible approve, execute, receive and file the appointment of Twila Baker as Commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners effective July 31, 2017. Appointment by Commissioner Arnold.

SEE ATTACHMENTS ON PAGES 54 - 54

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

15. Consider and possibly approve a Proclamation for Pioneering Women.

SEE ATTACHMENTS ON PAGES 55 - 55

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

ADDENDUMS

SHERIFF'S DEPARTMENT:

16. Consider, possibly approve and authorize the County Judge to execute an Inter-local Contract between the Jefferson County Sheriff's Office and the City of Port Arthur, Texas for the purpose of maintaining a multi-agency narcotics enforcement Unit pursuant to Sec. 791.011, Texas Government Code.

SEE ATTACHMENTS ON PAGES 56 - 65

Action: TABLED

Notice of Meeting and Agenda and Minutes
July 31, 2017

17. 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).

SEE ATTACHMENTS ON PAGES 66 - 68

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Jeff R. Branick
County Judge

CONTRACT RENEWAL FOR IFB 13-009/JW ON CALL COURT REPORTING FOR JEFFERSON COUNTY


The County entered into a contract with Jan Girouard & Associates for one (1) year, from August 11, 2014 to August 10, 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 fourth one-year option to renew the contract for one (1) additional year from August 8, 2017 to August 7, 2018.

ATTEST:

JEFFERSON COUNTY, TEXAS



Carolyn L. Guidry, County Clerk


Jeff Branick, County Judge



CONTRACTOR:

Jan Girouard & Associates


(Name)

WEST ORDER FORM

610 Opperman Drive, P.O. Box 64833

St. Paul, MN 55164-1803

Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number Nathaniel Whaley - 6042447		*** R E Q U I R E D ***
New <input type="checkbox"/> (NACI Form attached)		Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input checked="" type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # 1000076759 Quote # _____ PO # _____ Date 7/12/2017				
Name/Subscriber JEFFERSON COUNTY CORR FACILITY Bill To Acct # _____				
Order Confirmation Contact Name Misty Reeves				
E-Mail mreeves@co.jefferson.tx.us				
Password Contact Name (for password delivery) Misty Reeves				
E-Mail mreeves@co.jefferson.tx.us				
Time and Billing Contact Name Misty Reeves				
E-Mail mreeves@co.jefferson.tx.us				I F N E E D E D
Federal Government Account Type Non-FEDLINK <input type="checkbox"/> FEDLINK <input type="checkbox"/> GSA <input type="checkbox"/>				
MSA Jurisdiction Texas Contract # DIR-LGL-CALIR-02 Option # _____				
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/> Name _____ Attn: _____ Address _____ Suite/Floor _____ City _____ State _____ County _____ Zip _____				

Online/CD-ROM/Practice Solutions/Software Products

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
	OPTION 1B—ALL STATE AND FEDERAL	2		77		154
	Corpus Juris Secundum	2		11		22
	All Analytical Library	2		19		38
	Texas Form Finder	2		11		22
	Texas Graphical Bundle	2		21		42
	Texas Briefs Plus Library	2		21		42

Notes:	Texas Criminal Secondary Library	2	12	24
SAID CODE: TXMS # DIR-LGL-CALIR-02, Option 1B				

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges \$ 344

Online/Practice Solutions/Software Products Subscriptions

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below for a longer Minimum Term.

24 month Minimum Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

36 month Minimum Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

N/A

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, 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 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.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. 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 in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	West LegalEdcenter Products Subscriptions	
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Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

Initial below for a longer Minimum Term.

24 month Minimum Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

36 month Minimum Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Post Minimum Term. Your West LegalEdcenter subscription, not part of a WestlawPRO Select, 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 the then current retail rate. Either of us may cancel effective at the end of the Minimum Term or any time thereafter on 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.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

_____ West LegalEdcenter annual billing (please check if requested)

	CD-ROM Products	
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Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westlaw access, you will be charged at our then current rate. Westlaw Charges will be invoiced and due monthly as incurred. For your reference, the current Westlaw charges schedules are located at <http://legalsolutions.com/schedule-a-westlaw>. Westlaw charges may change after at least 30 days written or online notice. Modification of Westlaw charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

Initials for Post Minimum Term Subscription Services. I understand that West will continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions 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.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on 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.

_____ CD-ROM annual billing (please check if requested)

	Banded Products Subscriptions	
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You certify that you have a total of _____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students. 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.

Internal Corporate Use Only	
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	BND
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Technical Contacts for Westlaw Patron Access and Campus Research

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. If you are ordering the per terminal option, we reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only**OF Instructions:** Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59**Online/Practice Solutions/Software Renewals**

Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*

Notes:

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below to select the Renewal Term.

N/A / **12 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

N/A / **24 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ____% over the first 12 months.

N/A / **36 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ____% over the first 12 months; Monthly Charges for the third 12 months will be ____% over the second 12 months.

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the 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.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. 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 in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

		Passwords and QuickView+						
Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)
SEE ATTACHED LIST								

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

		Print/CD-ROM Products				
Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Charges	Print Subscription Service (y/n)

Notes:

Total Charges \$ _____

N/A/ Initial for Subscription Services. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

		Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	# of Passwords		
	CGWN SO MSA PER PASSWORD			

Notes:

		Westlaw Roaming Access		
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If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

N/A/ Initial to block roaming access

Miscellaneous

1. **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.

2. **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.

3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

4. **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 are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM 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 Peer Monitor 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.

6. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. **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.

8. **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 is 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.

9. **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
- CD-ROM
- ContractExpress
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- West LegalEdcenter
- West km software
- Westlaw Public Records



ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Jeff R. Branick
 Title Jefferson County Judge
 Date July 31, 2017
 Signature [Signature] / PRO TEM

ATTEST [Signature]
 DATE 7/31/17

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____
 Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____
 Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)

By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.

Date: _____ Time: _____

Name of Customer Placing Order: _____

Signature of Rep: _____



Addendum to Order Form


For Law Enforcement Agencies and Correctional Facilities Only – Indirect Inmate Westlaw Access (users share results with inmates)

Subscriber: JEFFERSON COUNTY CORR FACILITY

Account #: 1000076759

Subscriber Certifications must be completed and executed for every order, including renewals.

By initialing below, I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw; Subscriber's responsibility for controlling Westlaw, internet and network access; and, how Subscriber will be using Westlaw. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.


 **Subscriber's Initials.** Subscriber will provide internal and/or inmate-requested Westlaw access for employees only, for administrative or internal use as well as for research on behalf of or at the request of inmates, for example:


- Employee conducts Westlaw research online and provides printed Westlaw documents to inmates.
- Employee conducts Westlaw research online and posts printed Westlaw documents in the prison.
- Employee conducts Westlaw research online and makes printed Westlaw documents available for check-out from the inmate library.


All Westlaw access use will fully comply with the following restrictions:


- In no event will inmates be provided direct access to or control of the terminal.
- Westlaw terminals will be located in a secure location that does not provide inmate access.
- Access shall be given only to Subscriber employees.
- Access to Westlaw Public Records will be blocked.
- No access shall be outsourced or otherwise provided to third parties.
- Subscriber will be solely responsible for ensuring that no sensitive information is provided to inmates.

In no event will inmates or anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw.

 **Subscriber's Initials.** Functionality of Westlaw cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

 **Subscriber's Initials.** Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

 **Subscriber's Initials.** Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

 **Subscriber's Initials.** Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.


All other terms and conditions of the Order Form will remain unchanged. Please have this document initialed where indicated and signed by you an authorized representative and returned to us along with the signed Order Form.

West Publishing Corporation

Accepted By _____

Title _____

Date _____

 **Subscriber**

Signed Jamey West

Name (please print) Jamey West

Title Assistant Purchasing Agent

Date July 31, 2017

To be used with order forms 8, 647, 767

Appendix D
DIR Contract No. DIR-TSO-3415
Verizon Wireless Customer Agreement

This agreement is dated July 24, 2017 between Cellco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and Jefferson County ("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR") and Verizon Wireless, DIR Contract No. DIR-TSO-3415 (the "DIR Agreement") with an effective date of April 27, 2016.

This Customer Agreement shall be governed by the terms and conditions of the DIR Number DIR-TSO-3415. A copy of the DIR Agreement is incorporated herein by reference and is available online at <http://www.dir.texas.gov> or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

FEIN Number: Existing Vendor Customer Account Number(s):

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.):

Verizon Wireless Sales Representative Name: and Wireless Phone Number: and GID: XXWTM

Verizon Wireless Profile ID(s): 947283

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this 24th day of July, 2017

Customer Name:	Jefferson County
Authorized Signature:	<i>Jeff R. Branick</i> / PRO TERM
Printed Name:	JEFF R. BRANICK
Title:	Jefferson County Judge
Date:	July 31, 2017

ATTEST
DATE





JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent *dc*

Date: July 26, 2017

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of (9) vehicles from Constable Pct. 8 to A.S.A.P as authorized by Local Government Code §262.011 (j).

2008 Ford Crown Victoria	VIN 2FAFP71V18X158505
2008 Ford Crown Victoria	VIN 2FAFP71VX8X158504
2010 Ford Crown Victoria	VIN 1FTFW1EV6AKE38613
2010 Ford Crown Victoria	VIN 1FTFW1EV0AKE18096
2007 Ford Crown Victoria	VIN 2FAFP71W47X107734
2008 Ford Crown Victoria	VIN 2FAFP41V28X158500
2008 Ford Crown Victoria	VIN 2FAFP71V48X154349
2010 Ford Explorer	VIN 1FMEU6DE1AUA50768
2014 Ford Police Explorer	VIN 1FM5K8AR9EGB90855

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

TRANSFER OF VEHICLE
July 31, 2017

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
2008 Ford Crown Victoria	Constable Pct. 8	2FAFP71V18X158505		A.S.A.P.
2008 Ford Crown Victoria	Constable Pct. 8	2FAFP71VX8X158504		A.S.A.P.
2010 Ford Crown Victoria	Constable Pct. 8	1FTFW1EV6AKE38613		A.S.A.P.
2010 Ford Crown Victoria	Constable Pct. 8	1FTFW1EV0AKE18096		A.S.A.P.
2007 Ford Crown Victoria	Constable Pct. 8	2FAFP71W47X107734	31290	A.S.A.P.
2008 Ford Crown Victoria	Constable Pct. 8	2FAFP41V28X158500	33276	A.S.A.P.
2008 Ford Crown Victoria	Constable Pct. 8	2FAFP71V48X154349	32969	A.S.A.P.
2010 Ford Explorer	Constable Pct. 8	1FMEU6DE1AUA50768	33641	A.S.A.P.
2014 Ford Police Explorer	Constable Pct. 8	1FM5K8AR9EGB90855	34865	A.S.A.P.

Approved by Commissioners' Court: _____



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in black ink, appearing to be "DC", is written over the name "Deborah Clark" and extends slightly below the line for "Purchasing Agent".

Date: July 25, 2017

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY
July 31, 2017

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
FORD PARK	CASIO TE-4500F CASH REGISTER	0202195	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202211	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202197	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202189	
FORD PARK	CASIO TE-4500F CASH REGISTER	0203023	
FORD PARK	CASIO TE-4500F CASH REGISTER	0203055	
FORD PARK	CASIO TE-4500F CASH REGISTER	0203027	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202174	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202153	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202179	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202188	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202163	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202159	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202205	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202202	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202426	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202176	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202201	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202170	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202171	
FORD PARK	CASIO TE-4500F CASH REGISTER	0203040	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202198	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202186	
FORD PARK	CASIO TE-4500F CASH REGISTER	0202185	
FORD PARK	ROYAL CASH REGISTER	21245824	
FORD PARK	ROYAL CASH REGISTER	21245821	
FORD PARK	ROYAL CASH REGISTER	21245972	
FORD PARK	ROYAL CASH REGISTER	21245799	
contact person: Brad Breaux			

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY
July 31, 2017

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AUDITING	CANON CP1013D ADDING MACHINE	7212	
AUDITING	SHARP COMPET QS2760 ADDING MACHINE	7217	

Approved by Commissioners' Court: _____

**AGENDA ITEM****July 31, 2017**

Consider, possibly approve and authorize the County Judge to execute an Office Lease Agreement between Jefferson County and REGENCY Real Estate 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 **REGENCY Real Estate Professionals, LLC**, doing business in the State of Texas, made and entered into this **31st** 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, **REGENCY Real Estate Professionals, LLC**, 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 110** 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 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:

**REGENCY Real Estate Professionals, LLC
P.O. Box 1115
Nederland, Texas 77627**

**1 Tel. 409.724.6683
Email: libbymitchellrealtor@gmail.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: _____

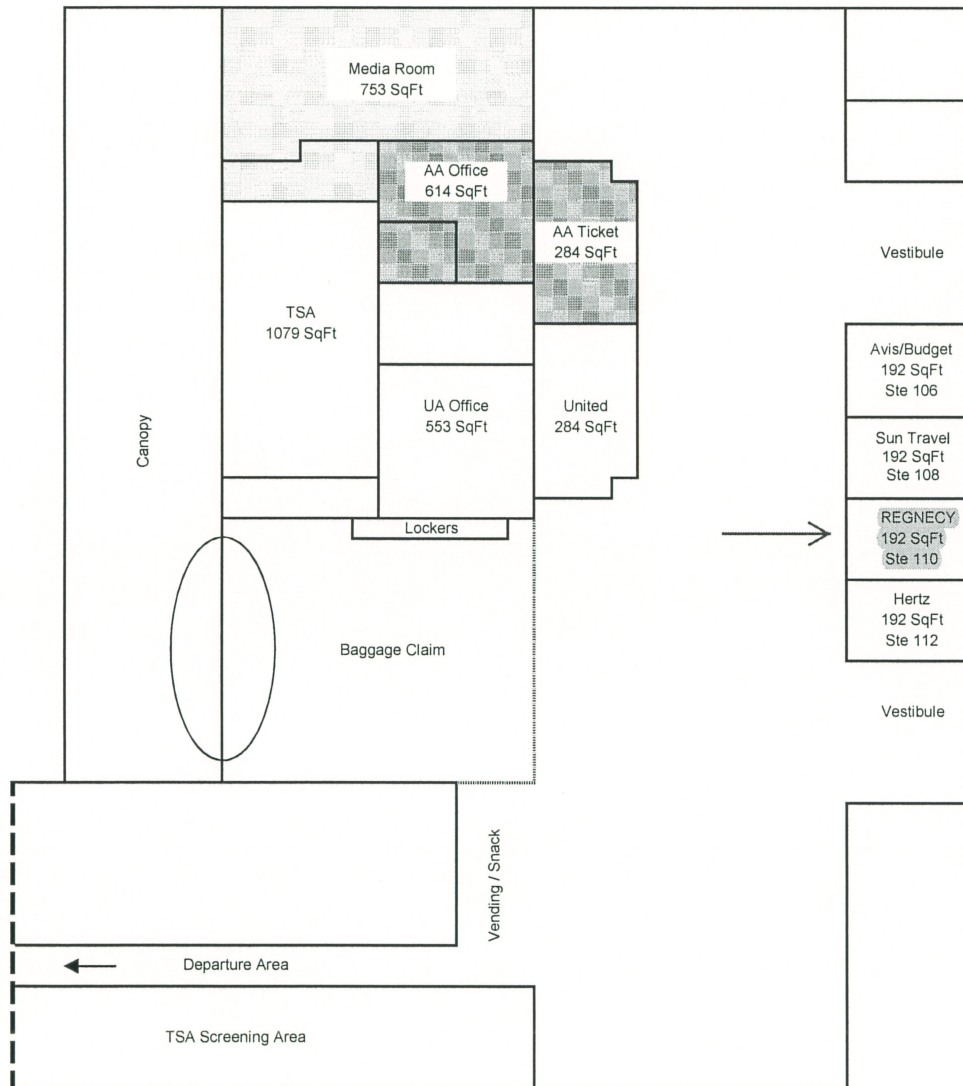
**Jeff Branick
County Judge, Jefferson County**

LESSEE

BY: _____

**Libby Mitchell, Broker/Owner
REGENCY Real Estate Professionals, LLC**

Exhibit "A" - Approx Location Leased Premises



Fran Lee

Subject: FW: Beaumont Maintenance

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 57) with an annual budget of \$56,614 to an Electrician position (Grade 58) 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.



MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everett Alfred, Precinct # 4

Date: July 25, 2017

RE: **Transfer Funds – Out of Series**

Please transfer **\$5,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0406-431.30-15 (Cement, Concrete, Etc.); and

Please transfer **\$7,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0402-431.30-01 (Asphalt) for cost of road material; and

Please transfer **\$1,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0405-431.30-44 (Janitor Supplies) for cost of janitor supplies; and

Please transfer **\$200** from account # 114-0402-431.10-28 (Laborers) into account # 114-0401-431.40-52 (postage) for cost of postage; and

Please transfer **\$200** from account # 114-0402-431.10-28 (Laborers) into account # 114-0405-431.40-15 (Communication Equipment) for cost of radio repairs; and

Please transfer **\$9,220** from account # 114-0402-431.10-28 (Laborers) into account # 114-0409-431.60-18 (Capital Outlay / Power Tools and Appliances) for cost of a mower; and

Please transfer **\$165** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0407-431.50-21 (Dues and Subscriptions) for cost of subscriptions; and

Please transfer **\$5,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0405-431.40-08 (Automobiles and Trucks); and

Please transfer **\$2,310** from account # 114-0402-431.10-28 (Laborers) into account # 114-0405-431.40-11 (Equipment Misc) for cost of equipment repairs.

Thank you.

EA/nr

Fran Lee

From: Joe Zurita <jzurita@co.jefferson.tx.us>
Sent: Monday, July 24, 2017 10:58 AM
To: Fran Lee
Subject: Fuel Tank
Attachments: MX-M465N_20170721_071624.pdf; Fuel Tank 02.jpg; Fuel Tank 01.jpg

Good morning Fran, I would like to request a budget amendment. I would like to transfer \$7261.00 from account 120-8095-417-3037 to account 120-8095-417-60-24. This request concerns the exterior of the fuel tank and its integrity. Can you please put this on the commissioner's court agenda? I have also included the quote and photos for your viewing, the quote does include taxes but will get corrected once all is approved. Thank you and have a great day.

*Jose L. Zurita Jr.
Director of Service Center
7789 Viterbo Rd.
Nederland, Tx 77627
409-719-5937*



Jefferson County Mid County Maintenance
Precinct No.2
7759 Viterbo Road Suite 1
Beaumont, Texas 77705

Date: 7-19-2017

Attn: Frank Adams

Ref: Gas Tank Exterior surfaces only Abrasive blast and 3 coat system
Partner Quote Number 102-0009

Mr. Adams,

Partner Industrial LLC. is pleased to have the opportunity to provide you with our firm quote for the above referenced project; our proposal is as follows:

	Item Description	Labor	Equipment	Material	Subtotal	Taxes	Total
Option 1	Exterior Surfaces	4,521	806	1,934	7,261	599	7,860

Our proposal is based on the following clarifications:

- All Exterior work is scheduled utilizing four (4) days per week at ten (10) hours per day, no overtime is included in our proposal.
- Standard black grit (Coal Slag) to be utilized for all abrasive blasting activities
- We have included for clean-up of spent media from blasting activities; we plan on placing spent blast media in dumpsters provided by Precinct 2 for disposal by Precinct 2
- We plan to utilize Sherwin Williams Paint.
- We estimate approximately 3 tons of spent grit for this project.
- We plan to utilize continuous in-line CO2 monitor with alarm for monitoring blasters breathing air; please be advised that we have no cost included for providing bottled breathing air; if bottled breathing air is required it will be in addition to our quoted price.
- All Exterior coatings will be applied by standard brush and roll application.
- Our price is based on standard open air blasting as, we have not included any type of containment in our pricing; If containment is required it will be an additional cost to the contract.

Scope of Work is as follows;

- SP-10 near white blast exterior surfaces.
- Apply primer coat of Sherwin Williams inorganic zinc @ 3-4 dft.
- Apply intermediate coat of Sherwin Williams Macropoxy 646 @ 5-6 dft.



- Apply 1 stripe coat of Sherwin Williams 646 @ 4-6 dft.
- Apply Finish coat of Sherwin Williams Acrlon 218 White urethane @ 2-3 dft.
- Total system to be 10- 13 DFT.

Health and Safety Work Plan

Employees:

- Employees will pass substance abuse test and background check as required.
- Each employee will attend internal company E, H & S policies and procedures training applicable to the work they are performing.
- Each employee will attend ISTC Basic safety and health training and facility site specific training.
- Employees will wear approved personal protection equipment as required for the work they are performing.

Equipment:

- ¾ Ton Pick-up Trucks
- 375cfm Air Compressor
- 6-ton blast pots.
- After-cooler Air Dryers
- Forklift/Lull
- Diesel fuel holding tank.
- Pneumatic Paint Mixer
- CO2 in-line breathing monitor with alarm.

Administrative Controls:

- Employees will be evaluated periodically for fatigue, heat, cold & potential exposures.
- Employees will rotate job functions as necessary to ensure employee safety and health.
- Employees will be medically approved, trained to wear respiratory protection equipment and be fit tested for the respirator that they are using.

Personal Protective Equipment:

- Hard Hat
- Approved Safety Glasses
- Full Body Harnesses when required
- Leather Gloves and Rubber Gloves
- Respiratory Equipment
- Steel Toed Boots
- Face shields while water pressure washing.

**Equipment Safety Devices:**

- Hose Whip Checks
- Safety Wire
- High Temperature Shut Off on air compressors
- Equipment Grounding
- Breathing Air Line Incompatible Fittings
- Dead-man control (shut off) valves on blast nozzles
- Fall arrest system – Full Body Harness, Rope Grab and Independent Lanyards while working on stage.
- H2S Monitors

Work Permit:

- Partner on-site supervisor will obtain a work permit from facility operations prior to beginning work or entry into the area.
- The work permit will be reviewed with all employees.
- Permit to be posted at worksite area.

Work Planning:

- Partner Industrial will perform a Safety Action Plan for all tasks associated with the work and use this information as a topic guide for instructing our employees.
- Partner Industrial will perform a pre-job safety analysis for the job prior to beginning any work which involves the identification of the following:
 1. Emergency Numbers & Procedures
 2. Eye Wash / Showers
 3. Safe Havens
 4. Appropriate PPE
 5. Hazardous Communication and MSDS Review
 6. Environmental Hazards
 7. Physical Hazards
 8. Housekeeping
 9. Equipment
 10. Pre-Job Instructions

Spill Prevention Plan:

- We plan to utilize drip pans under equipment to ensure that no contact with soil happens; it will be our intension to remove any equipment from the jobsite that starts leaking and replace with proper equipment.
- We plan to utilize mixing pans for all paints to ensure that no paints or solvents contact soil.



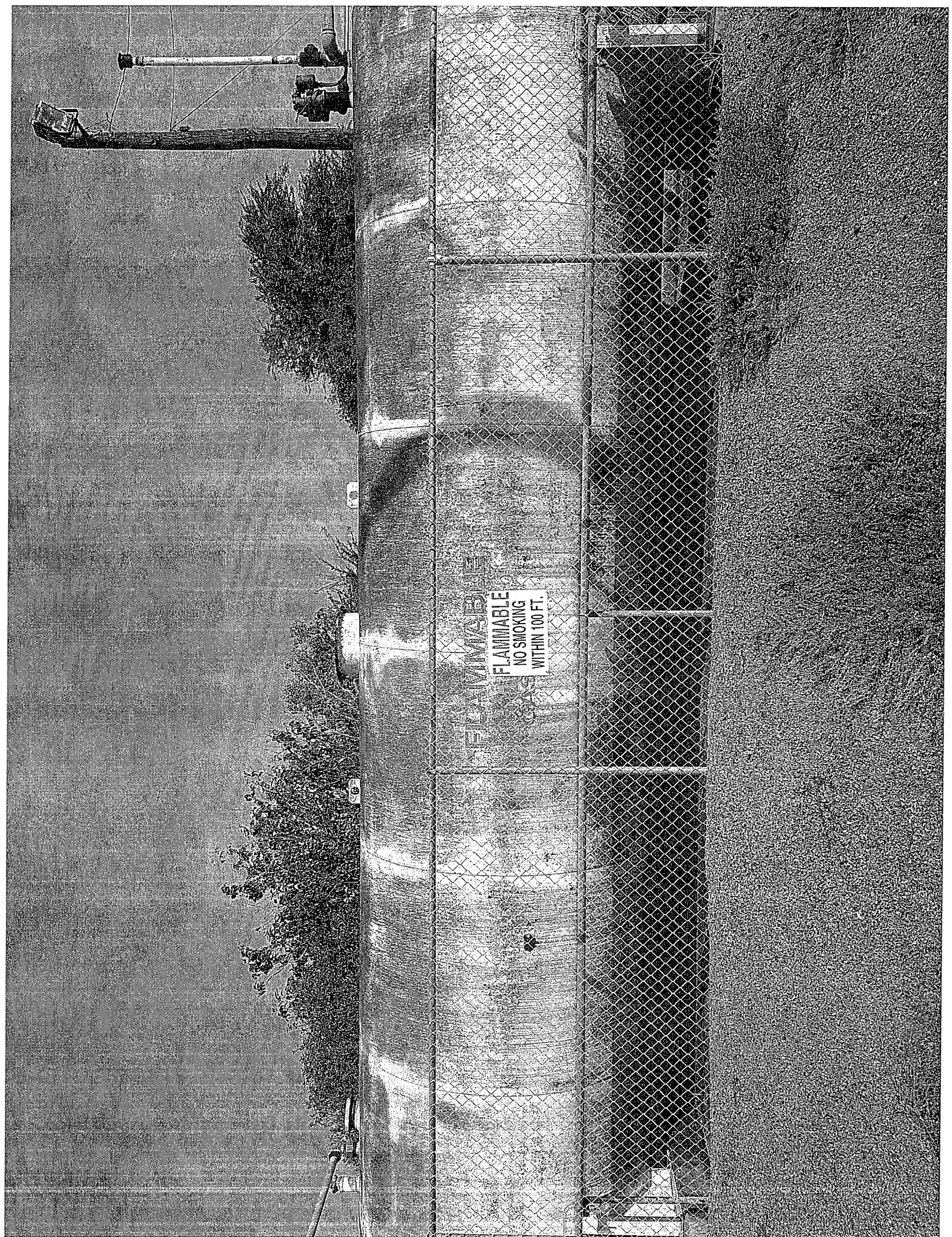
- All fuel tanks will have catch pans or will have double wall containments built on them to prevent any possible soil contact.

Schedule:

- Abrasive blasting and 3 coating of exterior surfaces will require approximately four (4) working days utilizing a three (3) man crew for completion.
- Please be advised that any lost working days due to inclement weather or reasons beyond Partner's control will need to be added back into our submitted working days' schedule.

We appreciate the opportunity to provide you with our proposal for this project; please feel free to contact me at 409-553-1559 (cell) should you have any questions or need any additional assistance.

Sincerely,
Partner Industrial LLC.
Joseph (Bo) Guidry
E-mail; bguidry@partnerind.com







MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everett Alfred, Precinct # 4

Date: July 25, 2017

RE: **Transfer Funds – Out of Series**

Please transfer **\$5,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0406-431.30-15 (Cement, Concrete, Etc.); and

Please transfer **\$7,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0402-431.30-01 (Asphalt) for cost of road material; and

Please transfer **\$1,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0405-431.30-44 (Janitor Supplies) for cost of janitor supplies; and

Please transfer **\$200** from account # 114-0402-431.10-28 (Laborers) into account # 114-0401-431.40-52 (postage) for cost of postage; and

Please transfer **\$200** from account # 114-0402-431.10-28 (Laborers) into account # 114-0405-431.40-15 (Communication Equipment) for cost of radio repairs; and

Please transfer **\$9,220** from account # 114-0402-431.10-28 (Laborers) into account # 114-0409-431.60-18 (Capital Outlay / Power Tools and Appliances) for cost of a mower; and

Please transfer **\$165** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0407-431.50-21 (Dues and Subscriptions) for cost of subscriptions; and

Please transfer **\$5,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0405-431.40-08 (Automobiles and Trucks); and

Please transfer **\$2,310** from account # 114-0402-431.10-28 (Laborers) into account # 114-0405-431.40-11 (Equipment Misc) for cost of equipment repairs.

Thank you.

EA/nr



MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everett Alfred, Precinct # 4

Date: July 25, 2017

RE: **Transfer Funds – Out of Series**

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Please transfer **\$165** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0407-431.50-21 (Dues and Subscriptions) for cost of subscriptions; and

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Thank you.

EA/nr

PGM: GMCOMMV2	DATE 07-31-2017	AMOUNT	CHECK NO.	PAGE: 1 44 TOTAL
JURY FUND				
TRI-CITY COFFEE SERVICE	481.35	436256		
DAWN DONUTS	91.00	436383		
				572.35**
ROAD & BRIDGE PCT.#1				
BEAUMONT ENTERPRISE	323.68	436198		
AT&T	66.34	436243		
MARTIN MARIEETA MATERIALS	240.96	436377		
REPUBLIC SERVICES	45.00	436382		
				675.98**
ROAD & BRIDGE PCT.#2				
RITTER @ HOME	4.40	436234		
DEPARTMENT OF INFORMATION RESOURCES	.05	436270		
BK INDUSTRIAL SOLUTIONS LLC	40.31	436374		
REPUBLIC SERVICES	72.60	436382		
				117.36**
ROAD & BRIDGE PCT. # 3				
FARM & HOME SUPPLY	13.74	436200		
GULFWAY LUMBER	77.85	436203		
ENTERGY	220.24	436204		
AT&T	73.31	436243		
AMERICAN STEAM-A-WAY	365.00	436266		
DEPARTMENT OF INFORMATION RESOURCES	.08	436270		
NORTHERN TOOL AND EQUIPMENT	59.99	436346		
FELIX AAA AUTO & TRUCK PARTS LLC	26.60	436378		
WALLER COUNTY ASPHALT	662.50	436390		
				1,499.31**
ROAD & BRIDGE PCT.#4				
SPIDLE & SPIDLE	2,224.44	436179		
CITY OF BEAUMONT - WATER DEPT.	19.60	436191		
FED EX	178.42	436201		
M&D SUPPLY	91.62	436220		
MUNRO'S	77.78	436224		
OIL CITY TRACTORS, INC.	281.47	436228		
PARTS EXCHANGE COMPANY, INC.	120.00	436229		
PARTS EXCHANGE COMPANY, INC.	96.00	436230		
EVERETT D ALFRED	104.32	436297		
ASCO	119.27	436357		
REPUBLIC SERVICES	72.60	436382		
TRINITY VALLEY TRACTORS INC	602.15	436393		
				3,987.67**
ENGINEERING FUND				
OFFICE DEPOT	223.18	436227		
				223.18**
PARKS & RECREATION				
ENTERGY	315.32	436204		
WALLER COUNTY ASPHALT	662.50	436390		
				977.82**
GENERAL FUND				
TAX OFFICE				
HERNANDEZ OFFICE SUPPLY, INC.	609.23	436206		
OFFICE DEPOT	854.71	436227		
PITNEY BOWES, INC.	562.50	436232		
DEPARTMENT OF INFORMATION RESOURCES	.06	436270		
UNITED STATES POSTAL SERVICE	477.76	436283		
ROCHESTER ARMORED CAR CO INC	352.00	436338		
				2,856.26*
COUNTY HUMAN RESOURCES				
MOORMAN & ASSOCIATES, INC.	1,200.00	436223		
SOCIETY FOR HUMAN RESOURCE	199.00	436241		
PRE CHECK, INC.	241.00	436273		
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	25.00	436387		
				1,665.00*
AUDITOR'S OFFICE				

PGM: GMCOMMV2	DATE 07-31-2017	PAGE: 2 45 TOTAL
NAME	AMOUNT	CHECK NO.
OFFICE DEPOT	232.95	436227
UNITED STATES POSTAL SERVICE	2.36	436283
COUNTY CLERK		235.31*
OFFICE DEPOT	310.39	436227
TEXAS COLLEGE OF PROBATE JUDGE	800.00	436254
CDW COMPUTER CENTERS, INC.	68.98	436267
UNITED STATES POSTAL SERVICE	218.50	436283
COUNTY JUDGE		1,397.87*
COUNTY PROGRESS MAGAZINE	40.70	436261
UNITED STATES POSTAL SERVICE	4.72	436283
ROCKY LAWDERMILK	2,400.00	436294
HARVEY L WARREN III	1,650.00	436331
JAN GIROUARD & ASSOCIATES LLC	400.00	436386
RISK MANAGEMENT		4,495.42*
UNITED STATES POSTAL SERVICE	3.11	436283
COUNTY TREASURER		3.11*
UNITED STATES POSTAL SERVICE	236.92	436283
PRINTING DEPARTMENT		236.92*
CIT TECHNOLOGY FINANCING SERVICE	499.00	436322
FUNCTION 4 LLC	1,086.50	436394
PURCHASING DEPARTMENT		1,585.50*
CASH ADVANCE ACCOUNT	1,297.96	436211
PORT ARTHUR NEWS, INC.	562.60	436233
UNITED STATES POSTAL SERVICE	7.41	436283
GENERAL SERVICES		1,867.97*
CASH ADVANCE ACCOUNT	65.00	436211
DAVID J. KNIGHT	56.94	436215
SPINDLETOP MHMR	32,990.75	436217
TIME WARNER COMMUNICATIONS	606.90	436249
TRI-CITY COFFEE SERVICE	111.30	436256
TEXAS COFFEE COMPANY	87.90	436265
AMERICAN ARBITRATION ASSOCIATION	75.00	436288
ALLISON, BASS & ASSOCIATES, LLP	357.00	436296
CROWN CASTLE INTERNATIONAL	1,499.91	436303
ROCHESTER ARMORED CAR CO INC	3,888.69	436338
TFORCE FINAL MILE	79.64	436396
DATA PROCESSING		39,819.03*
PRO DATA COMPUTER SERVICES, INC.	680.00	436264
CDW COMPUTER CENTERS, INC.	148.00	436267
VERIZON WIRELESS	75.98	436280
MORSE COMMUNICATIONS INC	4,253.19	436323
VOTERS REGISTRATION DEPT		5,157.17*
UNITED STATES POSTAL SERVICE	129.78	436283
ELECTIONS DEPARTMENT		129.78*
HART INTER CIVIC	457.52	436205
KIRKSEY'S SPRINT PRINTING	102.90	436214
OFFICE DEPOT	155.14	436227
CDW COMPUTER CENTERS, INC.	501.73	436267
UNITED STATES POSTAL SERVICE	3.57	436283
PV RENTALS LLC	108.25	436385
DISTRICT ATTORNEY		1,329.11*

PGM: GMCOMMV2	DATE 07-31-2017		PAGE: 3 46
NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	7.40	436201	
CASH ADVANCE ACCOUNT	25.20	436211	
KIRKSEY'S SPRINT PRINTING	60.30	436214	
OFFICE DEPOT	216.92	436227	
UNITED STATES POSTAL SERVICE	425.66	436283	
ASHLEY MOLFINO	120.00	436313	
SUMMER TANNER	327.50	436315	
MARCELO MOLFINO	42.50	436388	
NATIONAL WHITE COLLAR CRIME CENTER	150.00	436406	1,375.48*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	312.63	436283	312.63*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	34.73	436283	
JOHN STEVENS JR	485.74	436317	
ALEX BILL III	800.00	436341	
BRITTANIE HOLMES	250.00	436351	1,570.47*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	42.00	436283	42.00*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.02	436283	2.02*
252ND DISTRICT COURT			
KEVIN S. LAINE	900.00	436263	
UNITED STATES POSTAL SERVICE	125.62	436283	1,025.62*
317TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	455.01	436211	
JUDY PAASCH	2,323.90	436307	2,778.91*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	32.17	436283	32.17*
JUSTICE COURT-PCT 2			
CASH ADVANCE ACCOUNT	784.67	436211	784.67*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.25	436270	.25*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	46.93	436283	
SIERRA SPRING WATER CO. - BT	22.17	436285	
CLASSIC FORMS AND PRODUCTS	198.00	436299	267.10*
JUSTICE COURT-PCT 7			
AT&T	32.09	436243	
DEPARTMENT OF INFORMATION RESOURCES	.23	436270	32.32*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.61	436283	1.61*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	250.00	436176	
BRUCE W. COBB	250.00	436192	
CASH ADVANCE ACCOUNT	1,114.10	436211	
TEXAS COURT REPORTERS ASSOCIATION	150.00	436255	
UNITED STATES POSTAL SERVICE	.81	436283	

PGM: GMCOMMV2	DATE 07-31-2017	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
DANIEL CLAYTON	250.00	436286
WILLIAM MARCUS WILKERSON	250.00	436353
COUNTY COURT AT LAW NO. 3		2,264.91*
GAYLYN COOPER	400.00	436175
TEXAS ASSN. FOR COURT ADMINISTRATIO	75.00	436247
TEXAS COURT REPORTERS ASSOCIATION	150.00	436255
UNITED STATES POSTAL SERVICE	4.43	436283
JARED GILTHORPE	1,000.00	436369
COURT MASTER		1,629.43*
UNITED STATES POSTAL SERVICE	3.40	436283
MEDIATION CENTER		3.40*
UNITED STATES POSTAL SERVICE	8.17	436283
SHERIFF'S DEPARTMENT		8.17*
SOUTHERN COMPUTER WAREHOUSE	2,654.76	436184
EQUINE MEDICINE & SURGERY	28.00	436199
CASH ADVANCE ACCOUNT	296.00	436211
KAY ELECTRONICS, INC.	465.00	436212
MOORMAN & ASSOCIATES, INC.	600.00	436223
NATIONAL NARCOTICS DECT. DOG ASSN.	55.00	436225
OFFICE DEPOT	112.09	436227
CDW COMPUTER CENTERS, INC.	212.43	436267
DEPARTMENT OF INFORMATION RESOURCES	534.50	436270
UNITED STATES POSTAL SERVICE	1,224.09	436283
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	436289
SORENSEN FORENSIC	1,520.00	436352
REPUBLIC SERVICES	45.00	436382
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	100.00	436387
JERRY LOWE	45.00	436405
CRIME LABORATORY		7,924.82*
LYNN PEAHEY CO., INC.	436.50	436219
OFFICE DEPOT	114.07	436227
SANITARY SUPPLY, INC.	156.78	436236
HENRY SCHEIN, INC.	211.50	436237
VERIZON WIRELESS	113.97	436279
AIRGAS SOUTHWEST	72.67	436321
SAFARILAND	45.79	436330
CAYMAN CHEMICAL COMPANY	352.00	436332
JULIE HANNON	600.00	436362
EXCEL MEDICAL WASTE LLC	35.00	436376
ATTAINIT	305.84	436381
JAIL - NO. 2		2,444.12*
JOHNSTONE SUPPLY	172.83	436180
CITY OF BEAUMONT - WATER DEPT.	13,901.58	436191
COBURN'S, BEAUMONT BOWIE (1)	152.43	436193
ECOLAB	399.90	436196
W.W. GRAINGER, INC.	617.05	436202
JACK BROOKS REGIONAL AIRPORT	2,080.82	436209
KIRKSEY'S SPRINT PRINTING	24.95	436214
KOMMERICAL KITCHENS	35.05	436216
M&D SUPPLY	329.25	436220
SHERIFF'S ASSOCIATION OF TEXAS	25.00	436239
SHERWIN-WILLIAMS	27.51	436240
SUTHERLAND LUMBER CO.	169.80	436244
WORTH HYDROCHEM	327.00	436260
OAK FARM DAIRY	1,935.50	436262
DEPARTMENT OF INFORMATION RESOURCES	1.96	436270
MR. ROOTER PLUMBING	876.00	436281
STANLEY SHIPPER	5.89	436300
INTERCONTINENTAL JET CORP	75.00	436308
WORLD FUEL SERVICES	1,696.74	436329
FIVE STAR CORRECTIONAL SERVICE	5,843.49	436334

PGM: GMCOMMV2	DATE 07-31-2017	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
INDEPENDENT STATIONERS	913.05	436340
INDUSTRIAL & COMMERCIAL MECHANICAL	3,360.33	436349
CONMED INC	238,535.30	436356
THOMSON REUTERS-WEST	903.00	436360
KROPP HOLDINGS INC	6.62	436364
ENTERPRISE RENT A CAR COMPANY	57.62	436370
LONE STAR UNIFORMS	755.73	436379
REPUBLIC SERVICES	2,696.00	436382
IMPACT WASTE LLC	1,440.00	436392
FOOD MARKETING CONCEPTS INC	16,304.57	436398
HARDIE'S FRESH FOODS	2,560.65	436399
RB DISTRIBUTING	1,045.40	436400
NATIONAL FOOD GROUP INC	6,902.93	436401
JUVENILE PROBATION DEPT.		304,178.95*
FED EX	90.99	436201
G. FRAN HUDGINS	1,059.00	436207
CASH ADVANCE ACCOUNT	393.20	436211
SAFER SOCIETY PRESS	495.90	436235
VERIZON WIRELESS	85.61	436280
UNITED STATES POSTAL SERVICE	1.67	436283
TENNILLE DAW	235.93	436295
LATASHA DILL	298.53	436312
JUVENILE DETENTION HOME		2,660.83*
CITY OF BEAUMONT - WATER DEPT.	2,578.43	436191
FLOWERS FOODS	228.79	436304
BEN E KEITH FOODS	206.41	436305
ATTABOY TERMITE & PEST CONTROL	80.00	436327
REPUBLIC SERVICES	455.00	436382
CONSTABLE PCT 1		3,548.63*
VERIZON WIRELESS	227.94	436280
UNITED STATES POSTAL SERVICE	14.79	436283
CONSTABLE-PCT 2		242.73*
JESUS LOCKSMITH	6.00	436173
VERIZON WIRELESS	113.97	436280
CONSTABLE-PCT 4		119.97*
TAC - TEXAS ASSN. OF COUNTIES	70.00	436246
DEPARTMENT OF INFORMATION RESOURCES	.02	436270
VERIZON WIRELESS	113.97	436280
SILSBEE FORD INC	1,151.54	436366
JIM CROLEY	70.37	436404
CONSTABLE-PCT 6		1,405.90*
VERIZON WIRELESS	113.97	436280
UNITED STATES POSTAL SERVICE	7.33	436283
CONSTABLE PCT. 7		121.30*
AT&T	32.01	436243
DEPARTMENT OF INFORMATION RESOURCES	.07	436270
VERIZON WIRELESS	113.97	436280
CONSTABLE PCT. 8		146.05*
VERIZON WIRELESS	113.97	436280
HEALTH AND WELFARE NO. 1		113.97*
MUNRO'S	53.45	436224
AUSTIN CECIL WALKES MD PA	3,245.08	436258
UNITED STATES POSTAL SERVICE	101.97	436283
CENTERPOINT ENERGY RESOURCES CORP	28.16	436309
HEALTH AND WELFARE NO. 2		3,428.66*

PGM: GMCOMMV2	DATE 07-31-2017	PAGE: 6 49 TOTAL
NAME	AMOUNT	CHECK NO.
AT&T	32.09	436243
TIME WARNER COMMUNICATIONS	115.61	436251
AUSTIN CECIL WALKES MD PA	3,245.08	436258
NURSE PRACTITIONER		
		3,392.78*
GEORGE V. ZUZUKIN, M.D.	1,000.00	436181
MCKESSON MEDICAL-SURGICAL INC	216.57	436268
CHILD WELFARE UNIT		
		1,216.57*
J.C. PENNEY'S	445.52	436290
SEARS COMMERICAL CREDIT	355.13	436291
ENVIRONMENTAL CONTROL		
		800.65*
AT&T	61.92	436243
DEPARTMENT OF INFORMATION RESOURCES	.19	436270
INDIGENT MEDICAL SERVICES		
		62.11*
KING'S PHARMACY	147.87	436182
MAINTENANCE-BEAUMONT		
		147.87*
AAA LOCK & SAFE	75.00	436170
LOUIS AND COMPANY	896.04	436174
BUILDING SPECIALTIES	348.80	436187
CERTIFIED LABORATORIES	682.39	436189
CITY OF BEAUMONT - WATER DEPT.	12,829.41	436191
CONSOLIDATED ELECTRICAL DIST INC.	225.00	436194
ENTERGY	52,108.26	436204
M&D SUPPLY	29.87	436220
OFFICE DEPOT	101.83	436227
ACE IMAGEWEAR	187.53	436238
AT&T	5,346.75	436243
DEPARTMENT OF INFORMATION RESOURCES	647.36	436270
OTIS ELEVATOR COMPANY	2,808.46	436302
CARRIER ENTERPRISE LLC	1,164.76	436363
WASTEWATER TRANSPORT SERVICES LLC	496.00	436368
REPUBLIC SERVICES	1,365.00	436382
FLOOR CARE & INTERIOR	1,449.12	436403
MAINTENANCE-PORT ARTHUR		
		80,761.58*
OFFICE DEPOT	142.77	436227
AT&T	1,365.58	436243
WHOLESALE ELECTRIC SUPPLY CO.	82.35	436259
DEPARTMENT OF INFORMATION RESOURCES	.29	436270
SOLAR	218.81	436287
LOWE'S HOME CENTERS, INC.	448.50	436292
TEXAS GAS SERVICE	317.47	436298
BAKER DISTRIBUTING COMPANY	173.93	436301
IMPACT PLUMBING COMPANY	159.72	436311
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	105.00	436326
PARKER LUMBER	189.91	436335
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	436365
FRED MILLER'S OUTDOOR EQUIPMENT LLC	85.95	436373
AQUA CAM	3,323.56	436402
MAINTENANCE-MID COUNTY		
		9,363.12*
REPUBLIC SERVICES	109.00	436382
SERVICE CENTER		
		109.00*
ACTION AUTO GLASS	406.24	436177
J.K. CHEVROLET CO.	498.14	436208
KINSEL FORD, INC.	135.04	436213
M&D SUPPLY	136.71	436220
MUNRO'S	39.70	436224
PHILPOTT MOTORS, INC.	99.97	436231
JEFFERSON CTY. TAX OFFICE	7.50	436274

PGM: GMCOMMV2	DATE 07-31-2017	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	436275
JEFFERSON CTY. TAX OFFICE	7.50	436276
JEFFERSON CTY. TAX OFFICE	7.50	436277
JEFFERSON CTY. TAX OFFICE	7.50	436278
BUMPER TO BUMPER	155.12	436306
AIRPORT GULF TOWING LLC	125.00	436314
AMERICAN TIRE DISTRIBUTORS	3,512.28	436324
MIGHTY OF SOUTHEAST TEXAS	99.09	436344
SILSBEE FORD INC	155.19	436366
SOUTHEAST TEXAS PARTS AND EQUIPMENT	201.44	436367
REPUBLIC SERVICES	72.60	436382
DENNIS LOWE	79.95	436389
MIDNIGHT AUTO	179.90	436391
		5,933.87*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	3.24	436283
		3.24*
		501,036.33**
MOSQUITO CONTROL FUND		
SUPERIOR TIRE & SERVICE	76.92	436183
EASTEX RUBBER & GASKET	16.20	436197
MUNRO'S	82.20	436224
OFFICE DEPOT	140.97	436227
TIME WARNER COMMUNICATIONS	75.82	436250
DEPARTMENT OF INFORMATION RESOURCES	.04	436270
LJA ENGINEERING INC	812.50	436347
REPUBLIC SERVICES	72.60	436382
		1,277.25**
J.C. FAMILY TREATMENT		
JUDY PAASCH	50.00	436307
PATRICIA VELASCO	20.00	436384
		70.00**
SECURITY FEE FUND		
ROSE MERCIER	143.44	436361
		143.44**
LAW LIBRARY FUND		
LEXISNEXIS MATTHEW BENDER	1,076.69	436293
THOMSON REUTERS-WEST	182.70	436360
		1,259.39**
EMPG GRANT		
SOUTHEAST TEXAS WATER	69.55	436242
TIME WARNER COMMUNICATIONS	85.43	436252
		154.98**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	64.36	436280
		64.36**
GRANT A STATE AID		
BI INCORPORATED	470.32	436269
SAN MARCOS FAMILY MEDICINE PA	338.52	436316
COASTAL BUSINESS FORMS	601.16	436358
		1,410.00**
COMMUNITY SUPERVISION FND		
CASH ADVANCE ACCOUNT	5,515.03	436211
TEXAS PROBATION ASSOCIATION	900.00	436253
DEPARTMENT OF INFORMATION RESOURCES	1.78	436270
VERIZON WIRELESS	121.19	436280
UNITED STATES POSTAL SERVICE	186.01	436283
JCCSC	300.00	436339
STACY TULLIER	42.80	436345
TX TAG	10.41	436380
		7,077.22**
JEFF. CO. WOMEN'S CENTER		
A&A ELECTRIC CO OF BEAUMONT INC	1,207.00	436171

PGM: GMCOMMV2	DATE 07-31-2017	PAGE: 8
NAME	AMOUNT	CHECK NO.
		TOTAL
BELL'S LAUNDRY	1,152.97	436186
TDCJ - CASHIER'S OFFICE	100.00	436188
ECOLAB	336.60	436196
ENTERGY	1,895.44	436204
LUBE SHOP	44.48	436218
MARKET BASKET	203.20	436221
KIM MCKINNEY, LPC, LMFT	300.00	436222
OFFICE DEPOT	153.08	436227
AT&T	136.74	436243
SYSCO FOOD SERVICES, INC.	1,257.26	436245
TIME WARNER COMMUNICATIONS	35.04	436248
BURT WALKER PARTNERS, LTD	4,500.00	436257
DEPARTMENT OF INFORMATION RESOURCES	.51	436270
TEXAS FIRE & COMMUNICATIONS	128.80	436271
VERIZON WIRELESS	32.17	436280
CLASSIC FORMS AND PRODUCTS	574.90	436299
BEN E KEITH FOODS	1,242.14	436305
ROCHESTER ARMORED CAR CO INC	114.75	436338
SPANKY'S WRECKER SERVICE INC	65.00	436348
SAM'S CLUB DIRECT	374.78	436350
MATERA PAPER COMPANY INC	153.27	436359
WASTEWATER TRANSPORT SERVICES LLC	248.00	436368
REPUBLIC SERVICES	91.00	436382
CHARLES L OLLIFF M ED LPC	600.00	436397
		14,947.13**
DARE CONTRIBUTIONS FUND		
OFFICE DEPOT	80.38	436227
CREATIVE PRODUCT SOURCING	201.60	436318
		281.98**
DEPUTY SHERIFF EDUCATION		
CASH ADVANCE ACCOUNT	1,889.40	436211
		1,889.40**
J.P. COURTROOM TECH. FUND		
VERIZON WIRELESS	227.94	436280
		227.94**
HOTEL OCCUPANCY TAX FUND		
ENTERGY	1,394.40	436204
DEPARTMENT OF INFORMATION RESOURCES	3.87	436270
UNITED STATES POSTAL SERVICE	5.06	436283
REPUBLIC SERVICES	72.60	436382
		1,475.93**
CAPITAL PROJECTS FUND		
LJA ENGINEERING INC	1,026.45	436347
WEAVER CONSULTANTS GROUP	4,126.25	436395
		5,152.70**
AIRPORT FUND		
HILO / O'REILLY AUTO PARTS	89.59	436172
TRIANGLE LOCKSMITH	207.00	436178
WORTH HYDROCHEM	120.00	436260
DEPARTMENT OF INFORMATION RESOURCES	.04	436270
E. SULLIVAN ADVERTISING & DESIGN	17,538.19	436272
VERIZON WIRELESS	37.99	436280
PAX SUPPLY	29.88	436320
UNIFIRST HOLDINGS INC	133.63	436328
MOWERS TRACTORS INC	595.01	436343
CRAWFORD ELECTRIC SUPPLY COMPANY	66.32	436354
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	436365
SOUTHEAST TEXAS PARTS AND EQUIPMENT	278.89	436367
EASTERN AVIATION FUELS INC	40,886.46	436371
REPUBLIC SERVICES	582.80	436382
		64,906.02**
AIRPORT IMPROVE. GRANTS		
GARVER LLC	12,163.00	436333
TOLUNAY-WONG ENGINEERS INC	1,004.00	436336
ARCENEUX WILSON & COLE LLC	3,712.50	436372
		16,879.50**
SE TX EMP. BENEFIT POOL		

PGM: GMCOMMV2	DATE 07-31-2017	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
GROUP ADMINISTRATIVE CONCEPTS INC	121,888.03	436337 121,888.03**
SETEC FUND		
REPUBLIC SERVICES	812.80	436382 812.80**
LIABILITY CLAIMS ACCOUNT		
TRISTAR RISK MANAGEMENT	2,527.54	436310 2,527.54**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	15,868.34	436310 15,868.34**
BAIL BONDING FUND		
KEITH DAY	71,800.00	436284 71,800.00**
SHERIFF'S FORFEITURE FUND		
AVIALL	253.91	436185
GALLS LLC	6,294.91	436375 6,548.82**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	13,863.50	436141
CLEAT	306.00	436142
JEFFERSON CTY. TREASURER	16,845.42	436143
RON STADTMUELLER - CHAPTER 13	530.00	436144
INTERNAL REVENUE SERVICE	475.00	436145
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,380.00	436146
JEFFERSON CTY. COMMUNITY SUP.	9,708.48	436147
JEFFERSON CTY. TREASURER - HEALTH	464,108.74	436148
JEFFERSON CTY. TREASURER - GENERAL	25.00	436149
JEFFERSON CTY. TREASURER - PAYROLL	1,590,451.49	436150
JEFFERSON CTY. TREASURER - PAYROLL	623,580.64	436151
MONY LIFE INSURANCE OF AMERICA	126.84	436152
POLICE & FIRE FIGHTERS' ASSOCIATION	2,880.31	436153
TGSLC	408.14	436154
UNITED WAY OF BEAUMONT& N JEFFERSON	8.00	436155
JEFFERSON CTY. TREASURER - TCDRS	589,764.96	436156
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,539.99	436157
JEFFERSON COUNTY TREASURER	2,679.95	436158
JEFFERSON COUNTY - TREASURER -	6,884.60	436159
NECHES FEDERAL CREDIT UNION	49,950.71	436160
JEFFERSON COUNTY - NATIONWIDE	54,325.55	436161
TENNESSEE CHILD SUPPORT	115.38	436162
SBA - U S DEPARTMENT OF TREASURY	168.49	436163
U S DEPARTMENT OF TREASURY	186.83	436164
WILLIAM E HEITKAMP	748.53	436165
JOHN TALTON	2,073.08	436166
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	436167
BELINDA M ZURITA	230.77	436168
CONSERVE	143.22	436169 3,436,559.47**
CNTY & DIST COURT TECH FD		
VERIZON WIRELESS	265.93	436280 265.93**
MARINE DIVISION		
COTTON CARGO	448.00	436195
JACK BROOKS REGIONAL AIRPORT	1,284.89	436209
LONG'S TRAILER REPAIR	208.49	436319
C & I OIL COMPANY INC	7,942.49	436325
CARLISLE & FINCH	282.40	436342
GALLS LLC	1,739.71	436375 11,905.98**
ASAP - CONSTABLE		
JESUS LOCKSMITH	91.50	436173
CHRISTOPHER BATES	89.88	436355 181.38**
		4,294,665.53***

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 24, 2017

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda items on the Jefferson County Commissioners' Court Agenda under County Commissioners for July 31, 2017.

Consider and possibly approve the resignation of Susan Haver as Commissioner to the Jefferson County Emergency Services District #1 effective July 31, 2017.

Thank you,

A handwritten signature in blue ink that reads "Eddie Arnold". The signature is fluid and cursive, with the first name "Eddie" and last name "Arnold" clearly distinguishable.

Eddie Arnold
County Commissioner, Pct. #1



Form #2204 Rev. 10/2011

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Twila Baker, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Jefferson County Emergency Services District No 1 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Twila Baker
Signature of Officer

State of Texas
County of Jefferson

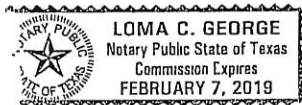
Sworn to and subscribed before me
this

(seal)

31st day of July, 2017

Loma C. George
Signature of Notary Public or Other Officer
Administering Oath

Loma C. George
Printed or Typed Name



Form #2201 Rev. 01/2015

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Twila Baker, do solemnly swear (or affirm) that I have not
directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or
thing of value, or promised any public office or employment for the giving or withholding of a vote at the
election at which I was elected or as a reward to secure my appointment or confirmation, whichever the
case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson County Emergency Service District No 1

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein
are true.

Date: July 31, 2017

Twila Baker
Signature of Officer

Revised 01/2015

RETURN TO
COUNTY JUDGE
BEAUMONT, TX 77701

Form 2201

2

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

August 01, 2017 10:39:10 AM

FEE \$0.00 2017025682

ss

OF JEFFERSON COUNTY, TEXAS


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****July 31, 2017**

Consider, possibly approve and authorize the County Judge to execute an Inter-local Contract between the Jefferson County Sheriff's Office and the City of Port Arthur, Texas for the purpose of maintaining a multi-agency narcotics enforcement Unit pursuant to Sec. 791.011, Texas Government Code.



JEFFERSON COUNTY SHERIFF'S OFFICE
SHERIFF ZENA STEPHENS

MEMORANDUM

DATE: 7/26/2017

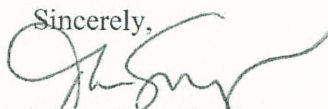
TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Major John Shauburger

RE: Interlocal Contract with the City of Pt. Arthur

Please consider and approve the attached interlocal contract with the City of Port Arthur, Texas. This interlocal contract is for the purpose of maintaining a multi-agency narcotics enforcement unit with the Jefferson County Sheriff's Office and the City of Port Arthur Police Department. Both agencies believe it to be in their best interests to maintain this multi-agency narcotics enforcement unit and for the best service to the citizens of Jefferson County.

Sincerely,



Major John Shauburger

P.R. No. 19792
5/17/17 gt

RESOLUTION NO. 17-136

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL CONTRACT BETWEEN THE CITY OF PORT ARTHUR AND THE JEFFERSON COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF MAINTAINING A MULTI-AGENCY NARCOTICS ENFORCEMENT UNIT

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the Port Arthur City Council desires to enter into an Interlocal Contract between the City of Port Arthur and the Jefferson County Sheriff's Office for the purpose of maintaining a multi-agency narcotics enforcement unit, attached as Exhibit "A".

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

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council of the City of Port Arthur hereby authorizes the City Manager and the Chief of Police to execute an Interlocal Contract between the City of Port Arthur and the Jefferson County Sheriff's Department, in order to maintain a multi-agency narcotics enforcement unit, in substantially the same form as attached hereto as Exhibit "A".

Section 3. That a copy of the Resolution be spread upon the minutes of the City Council.

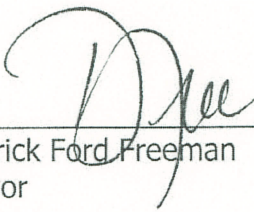
READ, ADOPTED, AND APPROVED on this the 23rd day of May, 2017, at a regular meeting of the City council of the City of Port Arthur, Texas, by the following votes:

AYES:

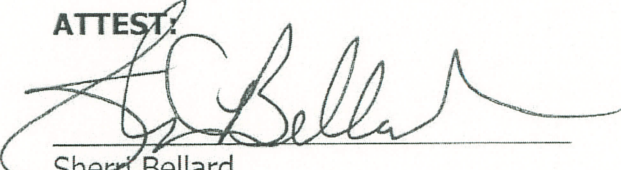
Mayor: Freeman; Mayor Pro Tem Jones

Councilmembers: Scott, Kinlaw, Isuat,
Lauri, Swati, Moses and Frank.

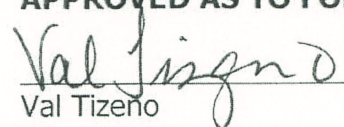
NOES: None.


 Derrick Ford Freeman
 Mayor

ATTEST:


 Sherri Bellard
 City Secretary

APPROVED AS TO FORM:


 Val Tizeno
 City Attorney

APPROVED FOR ADMINISTRATION:


 Brian McDougal
 City Manager

EXHIBIT "A"

INTERAGENCY AGREEMENT
JEFFERSON COUNTY NARCOTICS TASK FORCE

STATE OF TEXAS

COUNTY OF JEFFERSON

This Interlocal Contract (**Contract**) is entered into by and between the Jefferson County Sheriff's Office, hereinafter referred to as **JCSO**, and the Port Arthur Police Department, hereinafter called **PAPD**, a municipal police department situated in Jefferson County, Texas. This agreement is pursuant to Chapter 791 of the Texas Government Code, concerning interlocal cooperation contracts. The Contract is being approved by Jefferson County, a political subdivision of the State of Texas, and the City of Port Arthur, a municipal corporation situated in Jefferson County, Texas, in order to establish the responsibility for liability for law enforcement services and effectuate insurance coverage and offer provisions that normally fall within other authority.

WITNESSETH

WHEREAS, JCSO, and PAPD believe it to be in their best interest to maintain a multi-agency, narcotics enforcement unit, herein after referred to as the **TASK FORCE**.

NOW, THERE FORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

TERM

1.01 The term of this Agreement is to commence on the execution of this Agreement and end on December 31, 2020.

ARTICLE II

CONSIDERTATION

2.01 As consideration for this Agreement, **JCSO** will provide office space and related expenses (utilities, phone service, office supplies) for narcotics investigator assigned to the task force by **PAPD**. The investigator shall at all times remain an employee of their **CITY** and respective agencies. Investigators of the **JCSO** assigned to the Task Force, shall at all times remain as employees of the **COUNTY** and the **JCSO**.

2.02 All asset forfeitures resulting from narcotics operations of this Task Force will be awarded to the **JCSO**. On December 1 of each year, the **JCSO** will asset share a percentage of seizures awarded during the previous year to **PAPD**. This amount will be determined by a percentage based on a calculation, of the total number of narcotic investigators assigned to the Task Force. Other agencies may join the Task Force, which would change the calculations.

ARTICLE III

LEAD AGENCY

3.01 Sheriff Zena Stephens shall designate a staff officer to serve as Commander/Project Coordinator for the Task Force, who shall be authorized to establish rules, regulations, and directives for the effective operation of the Task Force.

ARTICLE IV

ASSURANCES

4.01 The **Parties** to this **Agreement** are governed by the Texas Tort Claims Act, Chapter 101.001 et.seq., Civil Practice and Remedies Code. The **Parties** warrant and represent to each other that they are self-insured or commercially insured for all claims falling within the Texas Tort Claims Act. The **Parties** do not intend to waive immunity or any protection afforded them, individually or collectively, under the law.

4.02 The **COUNTY** and **JCSO** agree that the **CITY** and/or **PAPD** shall have no liability whatsoever for the acts or omissions of an individual employed by the **COUNTY** and/or **JCSO** regardless of where the individual's actions occurred. **PAPD** agrees that the **COUNTY** and/or **JCSO** shall have no liability for acts or omissions of an individual employed by **PAPD** regardless of where the individual's actions occurred. Each party is solely responsible for the action and/or omission of its employees and officers.

4.03 Each Party will assume all liability arising from the operation of Task Force vehicles by its employees. Each Party assumes no liability for any employees other than its own.

4.04 The forfeited vehicles operated by the Task Force are not commercially insured. Each Party to the Agreement agrees to assume liability for the operation of these vehicles by its officers and employees.

ARTICLE V

AMENDMENTS

5.01 This Agreement may only be amended by the mutual agreement of the Parties hereto in Writing to be attached to and incorporated into this Agreement.

ARTICLE VI

LEGAL CONSTRUCTION

6.01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such an invalidity, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

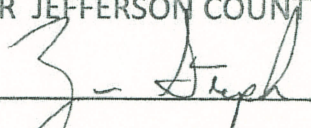
ARTICLE VII

ENTIRE AGREEMENT

7.01 This Agreement supersedes any and all other agreements, either oral or in writing between the Parties hereto with respect to the subject matter hereof, and no other agreement or statement relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE _____ DAY OF _____,
2017.

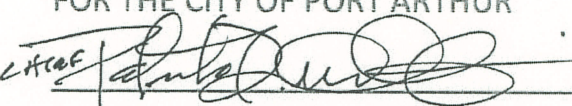
FOR JEFFERSON COUNTY



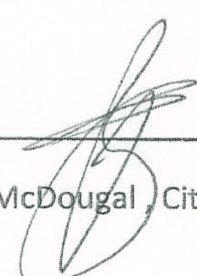
Zena Stephens, Sheriff/Project Director

Jeff Branick, County Judge

FOR THE CITY OF PORT ARTHUR



Patrick Melvin, Chief of Police



Brian McDougal, City Manager



JEFFERSON COUNTY SHERIFF'S OFFICE
SHERIFF ZENA STEPHENS

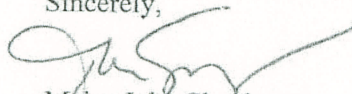
July 21, 2017

Judge Branick
Commissioner Arnold
Commissioner Weaver
Commissioner Sinegal
Commissioner Alfred

Dear Commissioner's Court:

Please consider and possibly approve the attached Memorandum of Understanding between the 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.

Sincerely,



Major John Shauburger

MEMORANDUM OF UNDERSTANDING REGARDING THE
EVACUATION OF THE JEFFERSON COUNTY CORRECTIONAL
FACILITY

WHEREAS, Jefferson County's geographical location is contiguous to the Gulf of Mexico and;

WHEREAS, Jefferson County, because of its geographical location, is exposed to a greater probability of a hurricane strike than otherwise and;

WHEREAS, both the Jefferson County Sheriff's Office and the Port Neches Groves Independent School District are located within Jefferson County and,

WHEREAS, the Jefferson County Sheriff's Office maintains a Correctional Facility with an annual inmate population of one thousand two hundred inmates, more or less, and,

WHEREAS, a hurricane strike in Jefferson County may necessitate the evacuation of a large number of inmates from the Jefferson County Correctional Facility by the Jefferson County Sheriff's Office and,

WHEREAS, the Jefferson County Sheriff's Office does not possess an adequate fleet of vehicles to simultaneously evacuate a large number of inmates from the Jefferson County Correctional Facility, for any reason, and,

WHEREAS, the Port Neches Groves Independent School District possesses and operates a substantial "bus fleet" used to move students to and fro and,

WHEREAS, both of these governmental entities are supported by their citizen's tax dollars and;

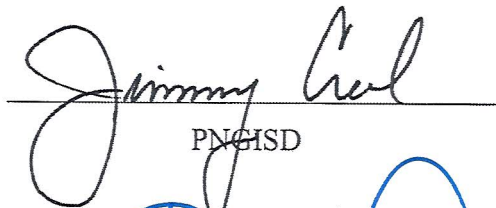
WHEREAS, both of these governmental entities are tasked with making the most economical use of the citizen's tax dollars;

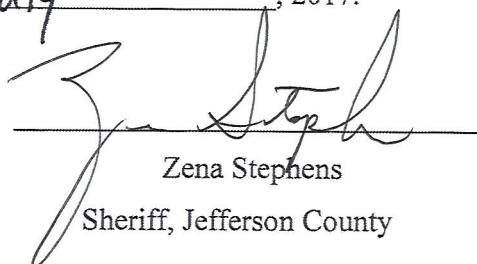
THEREFORE, premises considered and pursuant to the legislative grant of authority for these governmental entities to enter into such agreements in § 791.011 of the Texas Government Code, effective this 25th day of July, 2017, the parties listed supra agree that:

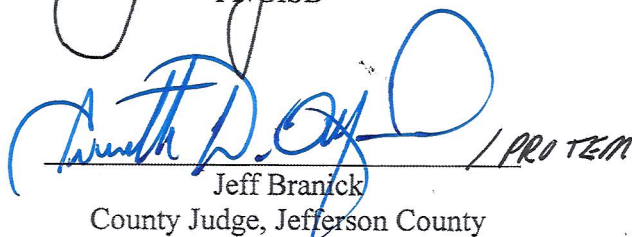
1. The **Port Neches Groves Independent School District** shall, in the event of an emergency such as a hurricane, on request from the Jefferson County Sheriff or his designee, immediately provide, if reasonably available, up to ten buses for use by the Jefferson County Sheriff's Office to evacuate inmates from the Jefferson County Correctional Facility.

2. The **Jefferson County Sheriff's Office** shall insure that the drivers of the buses are adequately trained to operate the buses for the task at hand.
3. **The Jefferson County Sheriff's Office** shall, once the inmates have been evacuated, safeguard the Port Neches Groves Independent School District's buses so that they are not damaged by events springing from the disaster such as floodwaters, vandalism, etc.; and until such time as the buses may safely be returned to the Port Neches Groves Independent School District.
4. Either party may terminate this MOU, with or without cause, after thirty days written notice to the other party.
5. **Jefferson County** shall recompense the **Port Neches Groves Independent School District** for any damages sustained to the buses while being used by Jefferson County.
6. The Parties agree that should either party be harmed or sustain monetary injury due to the terms of this MOU, such dispute will be submitted to arbitration in lieu of filing suit.

Accepted this 25th day of July, 2017.


PNGISD


Zena Stephens
Sheriff, Jefferson County

 / PRO TEM
Jeff Branick
County Judge, Jefferson County

copy to Kyle Segura: PNGISD Transportation Director

Special, July 31, 2017

There being no further business to come before the Court at this time,
same is now here adjourned on this date, July 31, 2017