

*Notice of Meeting and Agenda and Minutes*  
*August 13, 2018*

**REGULAR, 8/13/2018 1:30:00 PM**

BE IT REMEMBERED that on August 13, 2018, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**  
**August 13, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **13th day of August 2018** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

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

**PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One**

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**PURCHASING:**

1. Consider and approve a renewal for (IFB 16-019/YS), Term Contract for Sheriff's Department (Jefferson County) Uniforms and Equipment with 10-32 Supply, and GT Distributors, Inc. for an additional one (1) year renewal from August 20, 2018 to August 19, 2019.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a renewal for (IFB 16-019/YS), Term Contract for Sheriff's Department (Jefferson County) Uniforms and Equipment with Burgoon Company, Galls, LLC, and ICS Jail Supplies, Inc. for a second additional one (1) year renewal from August 20, 2018 to August 19, 2019 with proposed price increases as shown on Attachment A. These price increases are due to rising costs of materials, manufacturing, and transportation.

**SEE ATTACHMENTS ON PAGES 13 - 22**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file a contract extension for (RFP 16-016/YS), FEMA Grant Management and Insurance Advisory Services for Jefferson County with Adjusters International for an additional sixty (60) day, to expire on November 3, 2018.

**SEE ATTACHMENTS ON PAGES 23 - 23**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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4. Consider and approve, execute, receive and file an Agreement (Agreement 18-039/DC) with Knowink and Jefferson County for Master Software License and Service for electronic poll books. Hart InterCivic will perform support services under this Agreement.

**SEE ATTACHMENTS ON PAGES 24 - 33**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

5. Consider and approve, execute, receive and file a professional service agreement (PROF 18-040/DC) with SCI for Downtown Jail Roof Evaluation Engineering Services in the amount of \$5,175.00.

**SEE ATTACHMENTS ON PAGES 34 - 35**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **ADDENDUMS**

6. Consider and approve, execute, receive and file Motorola Services Annual Agreement for the Countywide 800 MHz Radio System in the amount of \$572,000.00 from September 1, 2018 through April 30, 2019. This is in accordance with HGAC Agreement RA01-08. Port Security Grant will pay for 75% (federal share) which was awarded to the City of Beaumont with the remaining 25% (local share) of the cost to be shared by all local entities in Jefferson, Hardin and Orange Counties.

**SEE ATTACHMENTS ON PAGES 36 - 41**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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**CONSTABLE PRECINCT 1:**

7. Consider and possibly approve the transfer of Deputy Constable John Willis from Constable Precinct Eight (8) as a Deputy Constable with Constable Precinct One (1) in accordance with Local Government Code (LGC) 86.011.

**SEE ATTACHMENTS ON PAGES 42 - 42**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY AIRPORT:**

8. Consider, possibly approve and authorize the County Judge to execute an Office Lease Agreement between Jefferson County and Direct Travel Inc, for office space in the Jerry Ware General Aviation Terminal.

**SEE ATTACHMENTS ON PAGES 43 - 49**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

9. Consider and approve budget transfer – Road & Bridge Pct. 1 - replacement 2 tractors & smooth drum roller

111-0109-431-6011	ROAD MACHINERY	\$100,000.00	
111-0102-431-1028	LABORERS		\$30,000.00
111-0102-431-2003	EMPLOYEES' INSURANCE		\$10,000.00
111-0102-431-3001	ASPHALT		\$35,000.00
111-0102-431-3079	CRUSHED STONE		\$15,000.00
111-0105-431-4018	ROAD MACHINERY		\$10,000.00

**SEE ATTACHMENTS ON PAGES 50 - 50**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

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10. Consider and approve budget transfer – Road & Bridge Pct. 4 – additional cost for repairs

114-0405-431-4018	ROAD MACHINERY	\$10,000.00	
114-0402-431-1009	FOREMAN		\$10,000.00

**SEE ATTACHMENTS ON PAGES 51 - 51**

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

11. Consider and approve budget transfer – Election Department – replacement of 95 poll pads, software, cases. (will be seeking 50% reimbursement from Chapter 19 funds)

120-1034-414-3084	MINOR EQUIPMENT	\$42,550.00	
120-1034-414-1005	EXTRA HELP		\$29,000.00
120-1034-414-5024	ELECTION EXP.-JUDGES/CLKS		\$13,550.00

**SEE ATTACHMENTS ON PAGES 52 - 63**

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

12. Consider and approve budget transfer – Service Center – additional cost for replacement fuel system

120-8095-417-6018	POWER TOOLS & APPLIANCES	\$4,800.00	
120-8095-417-6007	AUTOMOBILES		\$4,800.00

**SEE ATTACHMENTS ON PAGES 64 - 65**

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

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13. Consider and approve electronic disbursements \$621.90 to Texas Department of Criminal Justice for August insurance reimbursement.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

14. Regular County Bills check #449330 through check #449618.

**SEE ATTACHMENTS ON PAGES 66 - 75**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**COUNTY CLERK:**

15. Consider and possibly approve, execute, receive and file, Joint Election Agreement and Election Services Contract between Jefferson County and the City of Port Neches for the November 6, 2018, General Election.

**SEE ATTACHMENTS ON PAGES 76 - 88**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

16. Consider and possibly approve, execute, receive and file, Joint Election Agreement and Election Services Contract between Jefferson County and the City of Bevil Oaks for the November 6, 2018, General Election.

**SEE ATTACHMENTS ON PAGES 89 - 102**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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17. Consider and possibly approve, execute, receive and file Order calling for November 6, 2018, General Election, including Early Voting locations and hours and Election Day Vote Center locations.

**SEE ATTACHMENTS ON PAGES 103 - 106**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

18. Consider and possibly approve a Resolution for Ed Holder's "Great Outdoors" Boat Ramp.

**SEE ATTACHMENTS ON PAGES 107 - 107**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

19. Consider, possibly approve, authorize the County Judge to execute, receive and file an Order Calling Election For Creation of the Jefferson County Assistance District No. 4 and Imposition of a Sales and Use Tax pursuant to House Bill 1720 (80th Texas Legislature), Senate Bills 520 and 1233 (82nd Legislature) and Senate Bill 1167 (83rd Legislature) which amended Chapter 387, Local Government Code.

**SEE ATTACHMENTS ON PAGES 108 - 124**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

20. Consider, possibly approve and authorize the County Judge to execute Oil, Gas and Mineral Lease with Acadian Land Services, LLC. (Judge Branick was appointed as Receiver in Cause No. D-201,772. )

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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21. Consider, possibly approve, authorize the County Judge to execute, receive and file a Demolition Waiver to the City of Port Arthur Community Development Department-Demolition Division for property located at 5411 Marian Anderson Ave., Lot 8 TR 13, Block 8, RG O Palco Addition.

**SEE ATTACHMENTS ON PAGES 125 - 128**

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

22. Consider, possibly approve, authorize the County Judge to execute, receive and file a Mutual Aid Agreement between Jefferson County and Emergency Services District No. 4 (ESD4) pursuant to Section 418.002, Government Code.

**SEE ATTACHMENTS ON PAGES 129 - 132**

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

23. Consider, possibly approve, authorize the County Judge to execute, receive and file a Mutual Aid Agreement between Jefferson County and Hamshire Volunteer Fire Department (HVFD) pursuant to Section 418.002, Government Code.

**SEE ATTACHMENTS ON PAGES 133 - 136**

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

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24. Consider, possibly approve, authorize the County Judge to execute, receive and file a Mutual Aid Agreement between Jefferson County and Emergency Services District No. 3 (ESD3) pursuant to Section 418.002, Government Code.

**SEE ATTACHMENTS ON PAGES 137 - 140**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

25. Consider, possibly approve, authorize the County Judge to execute, receive and file a Mutual Aid Agreement between Jefferson County and Jefferson County Water District No. 10 (WD10) pursuant to Section 418.002, Government Code.

**SEE ATTACHMENTS ON PAGES 141 - 144**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

26. Consider, possibly approve, authorize the County Judge to execute, receive and file a Mutual Aid Agreement between Jefferson County and Emergency Services District No. 1 (ESD1) pursuant to Section 418.002, Government Code.

**SEE ATTACHMENTS ON PAGES 145 - 148**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

27. Consider, possibly approve and authorize the County Judge to execute Interlocal Cooperation Agreement between Constable Bates and Port Arthur Independent School District (Precinct 2 ASAP) pursuant to Texas Government Code, Sec. 791.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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## **COUNTY TREASURER:**

28. Receive and File Investment Schedule for July, 2018, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 149 - 151**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **CRIME LAB:**

29. Consider and possibly approve out of state travel for Rebekah Sweetenham of the Crime Lab to assist with the ANSI-ASQ National Accreditation Board (ANAB) laboratory assessment of the Chicago and Nashville DEA Laboratories. Travel is funded by ANAB and at no cost to the County.

**SEE ATTACHMENTS ON PAGES 152 - 153**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

30. Consider, possibly approve and authorize the Jefferson County Judge to execute an Inter-local Agreement between Jefferson County and the cities of Beaumont and Port Arthur on asset sharing of the 2018 Byrne Justice Assistance Grant (JAG) Program Award.

**SEE ATTACHMENTS ON PAGES 154 - 156**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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**Jeff R. Branick**  
**County Judge**

**ATTACHMENT A**

**IFB 16-019/YS, Term Contract for Sheriff's Department (Jefferson County)  
Law Enforcement Equipment and Uniforms  
Awarded August 22, 2016**

<b>Item</b>	<b>Description</b>	<b>Vendor</b>	<b>Price Ea.</b>	<b>Proposed Price</b>
1	Male Prestige Advance Trouser (Elbeco E494RN)	Texas Code Blue GT Distributors	68.00 68.59	
2	Male Prestige Advance LS Shirt (Elbeco 840N)	Galls, LLC	58.48	59.93
3	Male Prestige Advance SS Shirt (Elbeco 8440N)	Galls, LLC	53.34	54.66
4.	Female Prestige Advance LS Shirt (Elbeco 9340LCN)	Galls, LLC	58.48	59.93
5.	Female Prestige Advance SS Shirt (Elbeco 9840LCN)	Galls, LLC	53.34	54.66
6.	Female Prestige Advance Trouser (Elbeco 9494LCN)	Texas Code Blue GT Distributors	68.00 68.29	
7.	Elbeco Tex-Trop w/ zip – F – LS (Elbeco 9314LCN)	Galls, LLC	36.50	37.41
8.	Elbeco Tex-Trop w/ zip – F – SS (Elbeco Z9814LCN)	Galls, LLC	33.50	35.11
9.	Elbeco Tex-Trop w/ zip – M – LS (Elbeco Z314N)	Galls, LLC	36.50	37.41
10.	Elbeco Tex-Trop w/ zip – M – SS (Elbeco Z3314N)	Galls, LLC	33.50	35.11
11.	Male Tex-Trop Trouser (Elbeco E314RN)	Galls, LLC	41.95	42.99
12.	Elbeco Tex-Trop – F – LS (Elbeco 9314LCN)	Galls, LLC	34.00	34.84
13.	Elbeco Tex-Trop – F – SS (Elbeco 9814LCN)	Galls, LLC	31.75	31.77
14.	Elbeco Tex-Trop – M – LS (Elbeco 314N)	Galls, LLC	34.85	35.64
15.	Elbeco Tex-Trop – M – SS (Elbeco 3314N)	Galls, LLC	31.00	31.77
16.	Female Tex-Trop Trouser (Elbeco E9314LC)	Galls, LLC	41.95	42.99
17.	Jacket (Elbeco 3800)	Texas Code Blue No bid/discontinued	144.00	
18.	Polo Shirt (Cornerstone CS410)	Galls, LLC	30.95	31.72
19.	Horace Small Sentry Windbreaker (Liberty 560MBK)	Galls, LLC	19.90	20.39
20.	Name Badge (Blackinton J2)	GT Distributors	10.95	

21.	Raincoat (Neese Industries #447RSC3M))	GT Distributors	63.48	
22.	Belt (Safariland 87)	GT Distributors	48.25	Additional cost for size 46 & up
23.	Belt (Safariland 99)	GT Distributors	25.15	Additional cost for size 46 & up
24.	Belt (5.11 TACTICAL 59501 – Burgoon Company, <del>Perfect Fit PF-5000</del> – Texas Code Blue)	Burgoon Company <del>Texas Code Blue</del>	30.00	
25.	Cuff Case (Safariland SAF-190-2B)	GT Distributors	24.13	
26.	Cuff Case (Safariland SAF-090-1-16)	GT Distributors	18.71	
27.	Baton Holder (G&G B560)	10-32 Supply	15.00	
28.	Holster Level III (Safariland 6360)	Burgoon Company	139.00	
29.	Holster Level III (Safariland SAF-070-83-161))	GT Distributors	131.87	
30.	Double Magazine Holder (Safariland SAF-77-83-2PBL)	GT Distributors	26.48	
31.	Double Magazine Holder (Safariland SAF-75-83-2)	GT Distributors	20.47	
32.	OC Spray Holder (Safariland SAF-38-4-2B)	GT Distributors	20.47	
33.	Belt Keepers (Safariland SAF-63-2B)	GT Distributors	4.54	
34.	S.O. Lapel Pin (Blackinton BL-J110)	GT Distributors	4.72	
35.	Traffic Vest (Vizguard S912)	Galls, LLC	36.01	36.90
36.	Handcuffs, Nickel (Peerless M901P)	ICS Jail Supplies, Inc.	19.50	21.73
37.	Red Cone Stinger (STL-75903)	GT Distributors	3.76	
38.	Red Cone SL20 (STL-22511)	GT Distributors	4.29	
39.	Stinger Flashlight (Streamlight 75014)	Burgoon Company	110.00	
40.	Stinger Flashlight Battery (STL-75175)	GT Distributors	12.70	
41.	Stinger Flashlight Bulb (STL-75914)	GT Distributors	5.52	
42.	Stinger Flashlight Lens Kit (Streamlight 75956)	Burgoon Company	26.20	
43.	Stinger DS LED – aluminum (STL-75866)	GT Distributors	87.24	
44.	Stinger DS LED – polymer (STL-76113)	GT Distributors	91.84	
45.	SC20XP LED Flashlight – alum. (Streamlight 25103)	Burgoon Company	94.57	
46.	SC20XP LED Flashlight – nylon (STL-25103)	GT Distributors	87.17	
47.	Maglite Flashlight (Maglite RL 1019)	Galls, LLC	98.00	100.4 3

48.	Maglite Flashlight Battery (Maglite ARX235)	Galls, LLC	29.05	29.77
49.	Maglite Flashlight Bulb (Maglite LR00001)	Galls, LLC	5.00	5.12
50.	ASP Baton, Black (ASP-52611)	GT Distributors	76.67	
51.	Kevlar Gloves (Strong Suit Enforcer) (DAM-DMZ33-B)	Texas Code Blue GT Distributors	32.00 33.58	
52.	Leg Irons, Standard (Peerless M902)	ICS Jail Supplies, Inc.	33.75	36.58
53.	Molded One-Piece Seat Org. (GT-BR-017)	GT Distributors	30.65	
54.	Additional Items (% off)	Texas Code Blue GT Distributors	28% 15% GT catalog or website	
55.	Ballistic Vests (% off) (Point Black Alpha Elite 3A)	Galls, LLC	45%	

**Vendor shall comply with 15-day delivery whenever possible and shall notify the department in the event that the order will take longer.**

**10-32 Supply**  
 1048 Neches Street  
 Beaumont TX 77701  
 Attn: Bobby F. Goza  
 Phone: 409-832-4475  
 Fax: 409-832-4481  
[bfg1032@hotmail.com](mailto:bfg1032@hotmail.com)

**Burgoon Company**  
 2727 Broadway  
 Galveston TX 77550  
 Attn: Donna Hanson  
 Phone: 800-287-4666  
 Fax: 800-724-0267  
[dhanson@burgooncompany.com](mailto:dhanson@burgooncompany.com)

**GT Distributors, Inc.**  
 2545 Brockton Drive, Suite 100  
 Austin TX 78758  
 Attn: Jamy Copeland  
 Phone: 800-252-8310  
 Fax: 800-480-5845  
[txbids@gtdist.com](mailto:txbids@gtdist.com)

**Galls, LLC**  
 1340 Russell Cave Road  
 Lexington KY 40505  
 Attn: Rob Hauswald  
 Phone: 800-876-4242  
 Fax: 859-266-7227  
[hauswald-rob@galls.com](mailto:hauswald-rob@galls.com)

**ICS Jail Supplies, Inc.**  
 PO Box 21056  
 Waco TX 76702  
 Attn: Maegan Eisenman  
 Phone: 254-751-1566  
 Fax: 254-751-0299  
[bids@icswaco.com](mailto:bids@icswaco.com)

**Texas Code Blue**  
 5550 Eastex Freeway, Suite L  
 Beaumont TX 77708  
 Attn: Tony Cervantes  
 Phone: 409-892-7836  
 Fax: 409-892-7826  
[tony@texascodeblue.com](mailto:tony@texascodeblue.com)



1340 Russell Cave Road  
Lexington, KY 40505

August 6, 2018

Via E-mail

Attn: Deborah L. Clark  
Jefferson County Purchasing Dept.  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

RE: Contract #16-019/YS - Request for Renewal and Price Increase

Dear Ms. Clark:

Galls, LLC ("Galls") will be happy to renew Contract#16-019/YS (the "Contract"), however due to increased costs from our suppliers and changes to market conditions affecting labor, utility, and shipping costs, Galls is requesting a 2.48% price increase on the effected goods and services provided by Galls on the Contract.

As evidence of the above and for your records, please find enclosed documentation supporting this request. Also enclosed is an updated pricing schedule detailing the increase.

This request is in accordance with the Contract and if approved will take effect on the effective date of the renewal term.

Please direct all questions to Amelia Smeltzer at [Smeltzer-Amelia@galls.com](mailto:Smeltzer-Amelia@galls.com) or 800-876-4242 ext. 2193.

We appreciate your attention to this important matter.

Regards,

A handwritten signature in black ink, appearing to read "Tiffany Brewer".

Tiffany Brewer  
Senior Manager, Contract Compliance  
Galls, LLC

Enclosure: Updated Pricelist  
Producer Price Index

**PPI Commodity Data**  
**Original Data Value**

**Series Id:** WPU03  
**Not Seasonally Adjusted**  
**Series Title:** PPI Commodity data for Textile products and apparel,  
**Group:** Textile products and apparel  
**Item:** Textile products and apparel  
**Base Date:** 198200  
**Years:** 2008 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2008	126.9	127.1	127.2	127.6	128.2	128.2	129.1	130.1	131.0	130.7	130.7	130.2
2009	130.2	129.9	129.4	129.7	129.1	129.6	129.1	129.4	129.5	129.4	129.5	129.6
2010	130.1	130.3	131.0	131.1	131.5	131.5	131.5	131.8	131.9	132.3	133.3	134.0
2011	136.1	137.7	139.7	141.1	143.0	143.3	143.3	143.6	143.8	143.3	143.0	142.1
2012	141.9	142.2	142.6	142.5	142.8	142.1	141.9	141.8	141.7	142.1	142.2	142.1
2013	142.9	143.0	143.1	143.7	143.4	143.5	143.2	143.3	143.3	143.3	143.7	143.9
2014	145.2	145.5	145.5	145.7	145.7	145.7	145.8	145.8	145.7	145.4	145.1	145.0
2015	144.7	144.4	144.4	144.3	144.6	143.8	144.1	143.9	143.8	143.7	143.5	143.6
2016	143.8	143.6	143.4	143.3	143.3	143.1	143.1	143.3	143.4	143.2	143.4	143.4
2017	144.3	144.5	144.6	145.1	145.0	145.3	145.4	145.2	145.2	145.2	145.5	145.5
2018	146.9	147.6	147.7	148.3	148.6	148.9						

Price Increase Percentage Used  
 ( Percentage Change Between PPI Values )

2.48%



The Authority in Public Safety Equipment and Apparel

**Attention:** Deborah L. Clark

Account Number Jefferson Cnty Sheriff  
Name 1149 Pearl St. 1st Floor  
Street Address Beaumont, TX 77701  
City & State

2.48% PPI Increase

	Item #	Description	Qty	Your Price	New Price
2	SG908 NAV	DISTINCTION MENS LS SHIRT	1	\$58.48	\$59.93
3	SG909 NAV	DISTINCTION MENS S/S SHIRT	1	\$53.34	\$54.66
4	SG916 NAV	DISTINCTION LADIES LS SHIRT	1	\$58.48	\$59.93
5	SG917 NAV	DISTINCTION LADIES S/S SHIRT	1	\$53.34	\$54.66
7	SH882 MDNV	WOMENS TEXTROP2 ZIP FRONT LS SHIRT	1	\$36.50	\$37.41
8	SH886 MDNV	WOMENS TEXTROP2 ZIP FRONT SS SHIRT	1	\$33.50	\$35.11
9	SH878 MDNV	TEXTROP2 MENS LS ZIPPERED SHIRT	1	\$36.50	\$37.41
10	SH885 MDNV	MENS TEX TROP2 SS ZIP SHIRTS	1	\$33.50	\$35.11
11	TU610 DKNV	MENS TEX TROP2 UNIFORM TROUSERS W/ STRIPING	1	\$41.95	\$42.99
12	SH875 MDNV	TEXTROP2 WOMENS LS SHIRT	1	\$34.00	\$34.84
13	SH856 MDNV	TEXTROP2 FEMALE SS SHIRT	1	\$31.75	\$31.77
14	SH874 MDNV	TEX TROP2 MENS LS SHIRT	1	\$34.85	\$35.64
15	SH855 MDNV	TEX TROP2 MALE SS SHIRT	1	\$31.00	\$31.77
16	TU611 DKNV	WOMENS TEXTROP2 TROUSERS W/STRIPING	1	\$41.95	\$42.99
18	ST147 NAV	POLO WITH LC EMBROIDERY	1	\$30.95	\$31.72
19	JC259	LINED WINDBREAKER	1	\$19.90	\$20.39
35	HS721 YLBK	VIZGUARD AIRFLOW PUBLIC SAFETY VEST W/ BADGE TAB	1	\$36.01	\$36.90
47	FH845BLKAD	MAG LED CHARGER FLASHLIGHT	1	\$98.00	\$100.43
48	ZE347	MAGCHARGER BATTERY STICK	1	\$29.05	\$29.77
49	BU044	MAG CHARGER REPLACEMENT BULB	1	\$5.00	\$5.12
				Subtotal	\$818.55
				Shipping	\$0.00
				Total	\$818.55

Price Quote

Rob Hauswald/David Mitrani  
Galls, LLC  
1340 Russell Cave Road  
Lexington, KY 40505  
800-876-4242 phone  
877-914-2557 fax



August 2, 2018

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701  
409-835-8593

**RE: PRICE INCREASE REQUEST to IFB 16-019/YS – UNIFORMS & EQUIPMENT**

Due to the rising cost of materials and transportation over the term of the contract, we must request a price escalation on the below contracted items.

**Item 36 (#M901P; Handcuffs, Nickel) \$19.50**  
New Price - \$21.73 ea

**Item 52 (#M902; Leg Irons, Nickel) \$33.75**  
New Price - \$36.58 ea

We would like the amendment for extension to allow us to increase the price according as mentioned above. All other terms and conditions remain unchanged. Please advise if the County will allow the price adjustment, which shall become effective upon the date of final execution to Price Agreement.

General rate increase information is published on these websites. Rates and surcharges have increased over the last 3 years and we are unable to continue to honor the outdated rates.

2016 - <http://www.fedex.com/us/2016rates/index.html>  
2017 - <http://www.fedex.com/us/2017rates/index.html>  
2018 - <http://www.fedex.com/us/shipping-rates/index.html>

If you have any questions or need further assistance, please do not hesitate to contact myself or our Bid Manager, Maegan Eisenman.

Sincerely,

Lacy Key  
Contract Accounts Manager  
Main Line: (254) 751-1566 ext. 106  
Direct Email: sales5@icswaco.com

cc: Bid Department (Contract File – Jefferson County, TX)

(800) 524-5427

FAX: (254) 751-0299

SALES@ICSWACO.COM

BIDS@ICSWACO.COM

WWW.ICSWACO.COM

**CONTRACT RENEWAL FOR IFB 16-019/YS  
TERM CONTRACT FOR SHERIFF'S DEPARTMENT (JEFFERSON  
COUNTY) UNIFORMS & EQUIPMENT**

The County entered into a contract with Burgoon Company for one (1) year, from August 22, 2016 to August 21, 2018, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from August 20, 2018 to August 19, 2018. *9.18*

ATTEST:

*Carolyn L. Guidry*  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

*Jeff Branick*  
Jeff Branick, County Judge



CONTRACTOR:  
Burgoon Company

*Donna Hanson*  
(Name)

**CONTRACT RENEWAL FOR IFB 16-019/YS  
TERM CONTRACT FOR SHERIFF'S DEPARTMENT (JEFFERSON  
COUNTY) UNIFORMS & EQUIPMENT**

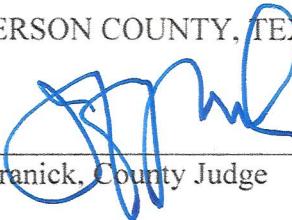
The County entered into a contract with Galls, LLC for one (1) year, from August 22, 2016 to August 21, 2018, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from August 20, 2018 to August 19, 2018 *8/19 yrs*

ATTEST:

  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Galls, LLC

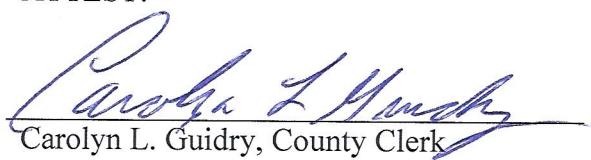
  
(Name)

# CONTRACT RENEWAL FOR IFB 16-019/YS TERM CONTRACT FOR SHERIFF'S DEPARTMENT (JEFFERSON COUNTY) UNIFORMS & EQUIPMENT

The County entered into a contract with ICS Jail Supplies Inc. for one (1) year, from August 22, 2016 to August 21, 2018, with an option to renew the contract for up to a five (5) year period.

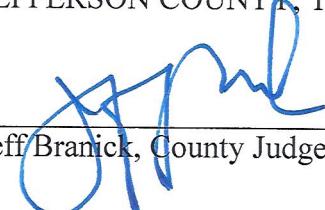
Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from August 20, 2018 to August 19, 2018.<sup>9/19/18</sup>

ATTEST:

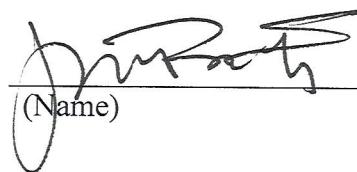
  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
ICS Jail Supplies, Inc.

  
(Name)



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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

**CONTRACT EXTENSION REQUEST**

Adjusters International  
 126 Business Park Drive  
 Utica NY 13502  
 Attention: Mr. John Marini

July 31, 2018

Re: (RFP 16-016/YS), FEMA Grant Management and Insurance Advisory Services for Jefferson County

Dear Mr. Marini:

Please be advised the above-referenced contract for Jefferson County will expire on **September 4, 2018**. It is requested that your company extend your current contract for an additional sixty (60) days, to expire November 3, 2018.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, August 1, 2018. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

*Deborah Clark*

Deborah L. Clark  
 Purchasing Agent  
 Jefferson County, Texas

DC: ys

Price Extension Received and Accepted:

*JL Marini 8/1/18*

Date

Project Number: RFP 16-016/YS

Contractor: Adjusters International

Signature: *JL Marini*

Print Name and Title:

*John Marini CEO*

ATTEST:

*Carolyn L. Gaudry*  
 JEFFERSON COUNTY, TEXAS

Carolyn L. Gaudry, County Clerk

*Jeff R. Branick*, County Judge





2111 Olive St • St. Louis, MO 63103  
 Phone: 855-765-5723  
 Email: sales@knowink.com  
 Website: www.knowink.com

## MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Master Agreement (the "Agreement") is entered into as of the 13<sup>th</sup> of August, 2018 between Jefferson County, TX ("Customer"), and KNOWiNK, LLC ("KNOWiNK").

WHEREAS, Customer wishes to engage KNOWiNK to provide, install and set-up an electronic poll books ("EPBs") system known as the KNOWiNK Poll Pad System (the "System"), to license certain software from KNOWiNK, and to train Customer and/or its designated personnel in the use of the System;

WHEREAS, KNOWiNK is willing to perform such services and the other services described in this Agreement (the "Services") for, and license such software (the "Software") to, Customer;

WHEREAS, Hart InterCivic, Inc. ("Service Provider") will perform certain support Services (as indicated below or in an exhibit) under this Agreement;

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Customer and KNOWiNK agree as follows:

### 1. PROVISION OF THE SYSTEM:

KNOWiNK shall deliver and implement the System and the Software as described herein and in quotes signed by both parties ("Quote").

### 2. LICENSE AND SUPPORT; RESTRICTIONS:

- 2.1. Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWiNK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable documentation. With this right to use, KNOWiNK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction on Exhibit A and only on the hardware or other computer systems authorized by KNOWiNK in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded third party software, third party licenses may apply.
- 2.2. Subject to the terms and conditions of this Agreement, KNOWiNK shall provide: (a) annual software maintenance and support ("Software Support Services") and (b) the implementation, training, support and/or other services ("Professional Services") set forth in this Agreement and the applicable Quote provided in Exhibit B. Software Support Services will consist of periodic updates to the Software, issued at KNOWiNK's discretion. KNOWiNK does not warrant that all errors or defects will be corrected. Neither custom data manipulation nor custom software work is included as a part of software or professional services, unless specified in the applicable Quote provided in Exhibit B or a future separate Quote.

- 2.3. Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWiNK.
- 2.4. The use, duplication, reproduction, release, modification, disclosure, or transfer of the System or Software is restricted in accordance with the terms and conditions contained in this Agreement. All other use is prohibited. Further, the System and Software were developed at KNOWiNK's private expense and are commercial in nature. By using or receiving the System or Software, the user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.
- 2.5. Customer acknowledges and agrees that the design of the System and the Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of KNOWiNK and its licensors. Customer agrees that the sale of the hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property.
- 2.6. Subject to the terms and conditions of this Agreement, the Service Provider will provide Customer with tier-one phone support. KNOWiNK will provide all other Services, including implementation, any technical support other than tier-one phone support, Software Support Services, and training.

### 3. OBLIGATIONS:

- 3.1. Hardware is shipped Ex Works (Incoterms 2010) from KNOWiNK's designated shipping point. Title change from KNOWiNK to Customer is upon shipment to Customer. Shipping dates are approximate and are based, to a great extent, on prompt receipt of all necessary ordering information from Customer. Billing will commence once shipment has been made.
- 3.2. On dates that are not Election Day events, KNOWiNK will require Service Provider to physically or remotely answer or respond to a service call request within eight (8) hours. On dates that are Election Day events, Service Provider's help desk will be available for calls one hour prior to polls opening to one hour after polls close. On Election Day all calls will be acknowledged and/or addressed within one hour.
- 3.3. Each party agrees to comply with applicable laws, rules and regulations in connection with its performance under this Agreement or use of the System, Software or Services. The System, Software and components thereof may be subject to U.S. and other government export control regulations. Customer shall not export or re-export all or a part of the System or the Software.

### 4. TERM; TERMINATION:

- 4.1. The term of this Agreement ("Term") shall initially be one year, unless earlier terminated in accordance with this Section. Unless otherwise notified to Customer in writing at least 30 days prior to the end of the then-current term, the Term will renew annually upon payment of the annual License & Support Fee ("Annual Fee") for one-year renewal periods.
- 4.2. Either party may terminate this Agreement or any outstanding order if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 4.3. Sections 2.3-2.5, 4, 8, 9, 10.2, 10.3, and 10.5, and 13-15 shall survive any termination or expiration of this Agreement or the applicable order. All other rights and obligations shall be of no further force or effect.

## 5. PRICING:

- 5.1. Prices for hardware shall be specified by Service Provider in the relevant quotation or proposal and are subject to change without notice, including prices for backordered hardware; however, prices in Quotes signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.
- 5.2. The "**Annual Fee**" is the combined, annual fee for licensing (in the case of Software) and support (a "**License and Support Subscription**"). Pricing for the initial Annual Fee is the amount specified in the Quote and/or Exhibit B. Service Provider may increase the Annual Fee for a renewal term by including the new Annual Fee amount in the applicable invoice.
- 5.3. Pricing for other Services shall be set forth in the applicable Quote, or if not specified, at KNOWiNK's then-current hourly rates. Additional charges may apply to Services e.g., travel, communication and other expenses.
- 5.4. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Service Provider and KNOWiNK with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Service Provider or KNOWiNK is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Service Provider or KNOWiNK therefore.

## 6. ORDERS:

- 6.1. Customer may request a quotation from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any products or Services. KNOWiNK reserves the right to accept or reject any order initiated by Customer in KNOWiNK's discretion. Only signed Quotes will obligate the parties. Each Quote shall be subject to the terms and conditions of this Agreement.

## 7. PAYMENT TERMS:

- 7.1. Service Provider will invoice Customer for all software and services including parts replacements or Customer-requested software modification upon shipment to Customer. Hardware may be billed separately by KNOWiNK or Service Provider. Except as otherwise provided in the applicable Quote, such invoices shall be paid in full within thirty (30) days after delivery.
- 7.2. Customer will be invoiced for payment for any Services upon conclusion of the service call. Except as otherwise provided in the applicable Quote, payments of such invoices will be due within 30 days of the applicable invoice.
- 7.3. The Annual Fee for the initial term is due upon execution of this Agreement and annually thereafter before expiration of the then current term. If Customer fails to timely pay an Annual Fee, Service Provider and/or KNOWiNK may immediately terminate all Software licenses and support and maintenance Services. Service Provider will submit invoices for Annual Fees approximately 90 days prior to the expiration of the then current term.
- 7.4. Amounts for all other Services shall be billed monthly, unless otherwise indicated in the applicable Quote. Payment will be due within 30 days of the applicable invoice.

- 7.5. Service Provider may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Service Provider in collecting any amounts due under this Agreement, including, but not limited to, all attorneys' fees associated therewith. Service Provider shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.
- 7.6. If any dispute exists between the parties concerning any payment or invoice, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer, KNOWiNK or Service Provider of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

## 8. CONFIDENTIALITY:

- 8.1. "**Confidential Information**" means any confidential or proprietary information of a party, including information related to KNOWiNK's or Service Provider's business or the System or Software (and applicable documentation), and the terms and conditions of this Agreement. Confidential Information does not include information that was (a) at the time of disclosure or through no fault of the receiving party, in the public domain, (b) in the possession of the receiving party at the time of disclosure to it without any obligation to restrict use or disclosure, (b) received by a third party who had a lawful right to disclose such information without any obligation to restrict use or disclosure.
- 8.2. Each party will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to performance or use of the Software or System pursuant to this Agreement and other uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the System and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to KNOWiNK, Service Provider or their suppliers and licensors.
- 8.3. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to KNOWiNK (or Service Provider, as applicable) all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies).
- 8.4. Each party will inform its employees and other agents and contractors of their obligations under this Section 8 and shall be fully responsible for any breach thereof by such personnel.

## 9. INDEMNIFICATION:

- 9.1. **Indemnity.** KNOWiNK, at its own expense, will defend Customer against any claim that the System or the Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives KNOWiNK prompt written notice of such claims; (b) permits KNOWiNK to control the defense and settlement of the claims; and (c) provides all reasonable assistance to KNOWiNK in defending or settling the claims.
- 9.2. **Remedies.** As to the System or Software that is subject to a claim of infringement or misappropriation, KNOWiNK may (a) obtain the right of continued use of the System or Software for Customer or (b) replace or modify the System or Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of KNOWiNK, any applicable Software license and its charges will end, Customer will cease using the applicable System component or Software, Customer will return to KNOWiNK all applicable KNOWiNK hardware and components and return or destroy all copies of the applicable Software, and

Customer will certify in writing to KNOWiNK that such return or destruction has been completed. Upon return or KNOWiNK's receipt of certification of destruction, KNOWiNK will give Customer a credit for the price paid to KNOWiNK for the returned or destroyed System Component or Software, less a reasonable offset for use and obsolescence.

- 9.3. **Exclusions.** KNOWiNK will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any System component or Software; (c) results from use of any System component or Software in combination with any non-KNOWiNK product, except to the extent, if any, that such use in combination is restricted to the System designed by KNOWiNK; (d) relates to third-party hardware or software alone; or (e) arises from Customer-specified customization work undertaken by KNOWiNK or its designees in response to Customer specifications.
- 9.4. **Exclusive Remedies.** THIS SECTION 9 STATES THE ENTIRE LIABILITY OF KNOWiNK AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

## 10. WARRANTY; LIMITATION OF LIABILITY:

- 10.1. KNOWiNK warrants all products provided hereunder to be free from defects in material or workmanship under normal use and service for a period of one (1) year from the date of delivery. All repair covered by this warranty must be done by KNOWiNK, or other such warranty repair facilities of KNOWiNK as designated by KNOWiNK unless KNOWiNK specifically directs that this service be performed at another location. Any defect corrected within one (1) year and found to be within this scope of the warranty will be repaired by KNOWiNK and all charges for labor and material, will be borne by KNOWiNK. KNOWiNK warrants that all Professional Services will be performed in a professional and workmanlike manner. THIS CONSTITUTES THE SOLE WARRANTIES MADE BY KNOWiNK OR SERVICE PROVIDER, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10.2. KNOWiNK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE, IF ANY, PROVIDED BY KNOWiNK OR SERVICE PROVIDER TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY. KNOWiNK AND SERVICE PROVIDER HAVE NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If KNOWiNK or Service Provider sells, licenses, or sublicenses any Third Party Hardware to Customer, KNOWiNK will pass through to Customer, on a nonexclusive basis and without recourse to KNOWiNK or Service Provider, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer.
- 10.3. Customer is solely responsible for any hardware or software purchased from an outside source. Neither KNOWiNK nor the Service Provider will be liable for such products.
- 10.4. Any tampering, misuse or negligence in handling or use of products provided hereunder renders the warranty void. Further, the warranty is void if, at any time, Customer or any third party attempts to make any internal changes to any of the components of the products provided hereunder; if at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by Customer or Service Provider creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERS THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.

- 10.5. IN NO EVENT SHALL KNOWiNK OR SERVICE PROVIDER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND CUSTOMER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING SERVICES, UNITS OR PARTS. SERVICE PROVIDER SHALL NOT HAVE ANY LIABILITY FOR THE ACTIONS OR OMISSIONS OF CUSTOMER OR KNOWiNK HEREUNDER. EACH OF KNOWiNK'S AND SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED FEES RECEIVED BY SERVICE PROVIDER DURING THE 12 MONTHS PRECEDING THE APPLICABLE CLAIM.

#### **11. CONFLICTS:**

- 11.1. KNOWiNK will not pay to Customer or any of Customer's officials or employees having official responsibility for the procurement transaction, or member of his or her immediate family, any financial benefit of more than nominal or minimal value relating to the award of this Agreement.

#### **12. FORCE MAJEURE:**

- 12.1. Neither KNOWiNK nor Service Provider shall be considered in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Customer, or otherwise arising out of causes beyond the control of KNOWiNK or the Service Provider.

#### **13. RELATIONSHIP OF THE PARTIES:**

- 13.1. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. KNOWiNK and Service Provider employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of KNOWiNK or Service Provider employment.
- 13.2. Service Provider is an intended third-party beneficiary of this Agreement with the right to enforce this Agreement.

#### **14. DISPUTE RESOLUTION:**

- 14.1. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("Dispute"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("Demand").
- 14.2. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("AAA") or such other mediation process as is mutually acceptable to the parties.
- 14.3. Notwithstanding the other provisions of this Section 12, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.

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

**15. GENERAL:**

15.1. KNOWiNK may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

15.2. This Agreement is the complete and exclusive statement of the mutual understandings of the parties regarding the subject matter hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than what is expressly stated herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

15.3. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, TO THE EXCLUSION OF THE LAW OF ANY OTHER FORUM. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY KNOWiNK IN WRITING.

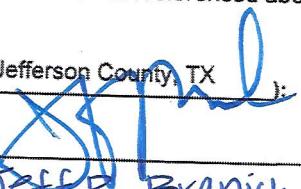
15.4. In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

15.5. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given to Customer at the address set forth on Exhibit A, or to KNOWiNK at the address set forth on the first page of this Agreement, and deemed to have been given: (a) immediately, if delivered personally; (b) on the fifth (5<sup>th</sup>) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to such address. Each party may change its address for notice by giving written notice of the change to the other party; or (c) on the next business day upon confirmation of delivery, if delivered by overnight delivery by a nationally recognized overnight delivery service.

*(Signature page to follow)*

Authorized representatives of Customer and KNOWINK have read the foregoing Master Software License and Services Agreement and all documents incorporated into this Agreement and agree and accept such terms effective as of the date first referenced above.

CUSTOMER (Jefferson County, TX):

Signature:   
Print Name: Jeff R. Branick  
Title: Jefferson County Judge  
Date: August 13, 2018

KNOWINK LLC:

Signature:   
Print Name: KEVIN SHAFFER  
Title: CFO  
Date: 8/13/18

ATTEST  
DATE

Carolyn J. Hardy  
8/13/18



**Exhibit A****General Information**

<b>Customer Jurisdiction Name:</b>	Jefferson County, TX
<b>Licensed Location (City/State):</b>	Beaumont, TX
<b>Customer Contact(s):</b>	Naomi Doyle
<b>Billing Address:</b>	P.O. Box 1151
<b>City / State / ZIP:</b>	Beaumont, TX 77704
<b>Shipping Address (if different):</b>	7963 Viterbo Rd.
<b>City / State / ZIP:</b>	Beaumont, TX 77705
<b>Contact Telephone:</b>	(409) 835-8475
<b>Alternate Telephone:</b>	(409) 835-8760
<b>Fax:</b>	
<b>Email:</b>	ndoyle@co.jefferson.tx.us
<b>Service Provider Name:</b>	Hart InterCivic, Inc.
<b>Service Provider Contact Information:</b>	15500 Wells Port Drive Austin, TX 78728 800-223-4278 (phone) 800-831-1485 (facsimile)
<b>Service Provider Customer Support Contact Information and Hours (for tier-1 support):</b>	Support Center: 1-866-275-4278 (1-866-ASK-HART) Hours of Operation: 7AM-7PM Central Time, M-F  After Hours: Leave a voicemail with contact information for return call

**Exhibit B (Quote)**



Jefferson County  
11419 Pearl Street  
Beaumont, TX 77701

August 1, 2018

Attention: Ms. Deborah L. Clark  
Bid Proposal # 11231

Project: Jefferson County Court House Purge Fan Structural Engineering.

Location: 1149 Pearl Street Beaumont, TX

We propose to subcontract Walter P. Moore to provide engineering services as follows.

1. Review the ability of the existing fourth floor at the Jefferson County Jail to resist the weights of the proposed MEP fans. A series of 8 new fans weighing between 300 pounds and 2,500 pounds each will be installed on the roof above the reference floor.

Our proposal does not include the following items:

1. Site Visit.

Total Amount of Base Bid: **\$5,175.00**

**Based on the information provided to date, we do not believe that a site visit will be required. However, if the project requires a site visit, a fee of \$2,300.00 per visit will apply after getting the Counties approval for each visit needed.**

We appreciate the opportunity to prepare this quote and look forward to working with you and your firm on this project. If you chose to contract our firm to perform the work as detailed, please provide us the documentation required by your firm for authorization, or sign and return this quote letter by email to serve as a Notice to Proceed. If you should have any questions please contact me at one or all of the contact points located below.

Regards,

  
 Johnny R. Norwood  
 Sr. Project Manager  
 SCI/Gowan Inc.  
 Office 713.696.5457/ Cell 713.828.2377  
 E-mail: [jnorwood@gowaninc.com](mailto:jnorwood@gowaninc.com)



*This proposal is "Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1.800.803.9202 1.512.463.6599" and is valid for 30 days from date written.*



SYSTEMS COMMISSIONING INC. a Division of GOWAN INC. TACLA 017399C  
 5550 Airline Drive · Houston, Texas 77076-4998 · (713) 696-5450 · Fax (713) 696-5493  
 An EMCOR Group, Inc. Company



An EMCOR Company

Project: Jefferson County Court House Purge Fan Structural Engineering.

Location: 1149 Pearl Street Beaumont, TX

Bid Proposal # 11231

Customer Authorization to Proceed

Name Jeffrey Branick

Jefferson County Judge

Title

Date

AUGUST 13, 2018

ATTEST  
DATE

Carlynn L. Gandy



This proposal is "Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1.800.803.9202 1.512.463.6599" and is valid for 30 days from date written.

SYSTEMS COMMISSIONING INC. a Division of GOWAN INC. TACLA 017399C  
5550 Airline Drive · Houston, Texas 77076-4998 · (713) 696-5450 · Fax (713) 696-5493  
An EMCOR Group, Inc. Company





ATTEST  
DATE August 13/18

MOTOROLA SOLUTIONS

1299 E Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346



## SERVICE AGREEMENT

Contract Number: USC000005054  
Contract Modifier: RN01

Date: 17-JUL-2018

Company Name:	Jefferson County Sheriffs Dept.
Attn:	Beaumont, City Of
Address:	1001 Pearl St
City, State, Zip Code:	Beaumont, TX 77701
Customer Contact:	Terry Lefleur
Phone:	409--785-3022

P.O.#: N/A  
Customer #: 1013010533  
Bill to Tag#: 0002  
Contract Start Date: 01-SEP-2018  
Contract End Date: 30-APR-2019  
Payment Cycle: IMMEDIATE  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SVC01SVC1102C	***** Recurring Services *****		
	SVC01SVC1103C	ASTRO DISPATCH SERVICE	\$1,837.00	\$14,696.00
	SVC01SVC1104C	ASTRO NETWORK MONITORING	\$3,727.00	\$29,816.00
	SVC01SVC1108C	ASTRO TECHNICAL SUPPORT	\$1,776.25	\$14,210.00
	SVC01SVC1405C	ASTRO INFRASTRUCTURE REPAIR	\$25,809.25	\$206,474.00
	SVC01SVC1413C	NETWORK PREVENTATIVE MAINTENANCE-LEGACY ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$2,890.55	\$23,124.00
			\$35,460.00	\$283,680.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Sub Total	\$71,500.00
			Taxes	\$0.00
			Grand Total	\$71,500.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS				

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Jeff R. Branick  
AUTHORIZED CUSTOMER SIGNATURE

Jefferson County Judge AUGUST 13, 2018

TITLE

DATE

Jeff R. Branick  
CUSTOMER (PRINT NAME)

C.S.M.

7-31-2018

Mark Pizzino  
MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

MARK PIZZINO  
MOTOROLA REPRESENTATIVE (PRINT NAME)

281-217-7345  
PHONE

Company Name : Beaumont, City Of  
Contract Number : USC000005054  
Contract Modifier : RN01  
Contract Start Date : 01-SEP-2018  
Contract End Date : 30-APR-2019

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index ([https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_midwest.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm)), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

## **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15. COVENANT NOT TO EMPLOY**

Revised June 16, 2018

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

# Jefferson County Constable Precinct 1

42



**Charles L. Wiggins, Jr.**

1085 Pearl Street, Suite 103  
Beaumont, TX 77701-3544  
Phone: (409) 835-8450  
Fax: (409) 839-2350  
Email: [cwiggins@co.jefferson.tx.us](mailto:cwiggins@co.jefferson.tx.us)

RECEIVED AUG - 8 2018



August 8, 2018

Honorable Commissioner's Court:

Please consider and possibly approve the transfer of Deputy Constable JOHN WILLIS from Constable Precinct Eight (8) as a Deputy Constable with Constable Precinct One (1) in accordance with Local Government Code (L G C) 86.011.

Respectfully,

A handwritten signature in blue ink that reads "Charles L. Wiggins, Jr." followed by "Jefferson County Constable Precinct 1".

Charles L. Wiggins, Jr.  
Jefferson County Constable Precinct 1

cc: Jeff R. Branick, County Judge

Eddie Arnold, Commissioner Pct. 1

Brent Weaver, Commissioner Pct. 2

Michael Sinegal, Commissioner Pct. 3

Everette "Bo" Alfred, Commissioner Pct. 4

**AGENDA ITEM****August 13, 2018**

Consider, possibly approve and authorize the County Judge to execute an Office Lease Agreement between Jefferson County and Direct Travel Inc, for office space in the Jerry Ware General Aviation Terminal.

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

}

OFFICE MONTH TO MONTH  
LEASE AGREEMENT

**THIS AGREEMENT** entered into by and between Jefferson County, Texas, a subdivision of the State of Texas, herein after referred to as the "Lessor", and Direct Travel, Inc., doing business in the State of Texas, made and entered into this 13th day of August, 2018.

**WHEREAS**, Jefferson County, has the exclusive authority and power to operate the real property located in the County of Jefferson, State of Texas, known as the Jack Brooks Regional Airport (the "Airport"); and

**WHEREAS**, Direct Travel, Inc., 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; and

**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; and

**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:

#### TERMS

1. **Premises.** For and in consideration of the rent and covenants herein contained, Lessor hereby leases to Lessee the space as depicted on the attached Exhibit "A" for the operation of an office. The space is more fully described as follows: Jerry Ware Terminal – Office containing 122 square feet, more or less, of office space at a rate of \$14.16 SqFt Per Year / \$1,728.00 Year / \$144.00 Month.
2. **Terms.** This agreement shall become effective August 13th, 2018, and shall be a month-to-month lease subject to adjustment of rental described in Section 5.
3. **Rentals.** Lessee covenants and agrees to pay to Lessor rental as described in Section 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.
4. **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.
5. **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.
6. **Taxes.** Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.
7. **Prohibited Uses.** Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for (a) any illegal activity; (b) the sale of aircraft fuels, lubricants, or propellants; or (c) the operating of any public restaurant, cafeteria, kitchen stand, or game machines.
8. **Utilities.** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to, internet and telephone, for the use of all utilities.

9. **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.
10. **Lessee's Responsibilities.** Lessee shall, at its own expense and risk, maintain the exclusive space, including interior walls, floors, ceiling, doors, and 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, dispose of any food related items in proper locations, and shall keep the premises in a clean and sanitary condition throughout the term of this lease.
11. **Janitorial Service.** Lessee shall provide its own janitorial service as needed.
12. **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 and a sign along the entrance road advertising the lessee's business.
13. **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 1 and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs, therefore, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.
14. **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.
15. **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.
16. **Negative Impacts.** 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 fifteen (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.

17. **Remedies.** Upon the occurrence of any event of default specified in Section 15 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. (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.

18. **Reentry.** 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.

19. **Right to Cancel.** 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.

20. **Assign**. 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.
21. **Inspection**. 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.
22. **Compliance**. 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.
23. **Airport Regulations**. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.
24. **Air Operations Area Security**. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the 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.
25. **Airport Hazard**. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.
26. **Affirmative Action**. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
27. **Unforeseen Circumstances**. If, for any reason including an Act of God or any other circumstance beyond Lessor's control, the leased space is destroyed or significantly damaged where the cost of repairs outweighs the benefit to the Jack Brooks Regional Airport, Lessor is not obligated, nor can Lessor be forced through any legal action, to return the leased space to its original condition or suitable for occupation.

28. **Notice.** 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:

**Direct Travel, Inc.**  
Mailing:  
**7430 E Caley Avenue, Suite 320E**  
**Centennial, CO 80111**

**1 Tel. 303.586.3040**  
**2 Tel. 303.204.2715**  
Email 1: [BFearrin@DT.com](mailto:BFearrin@DT.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**

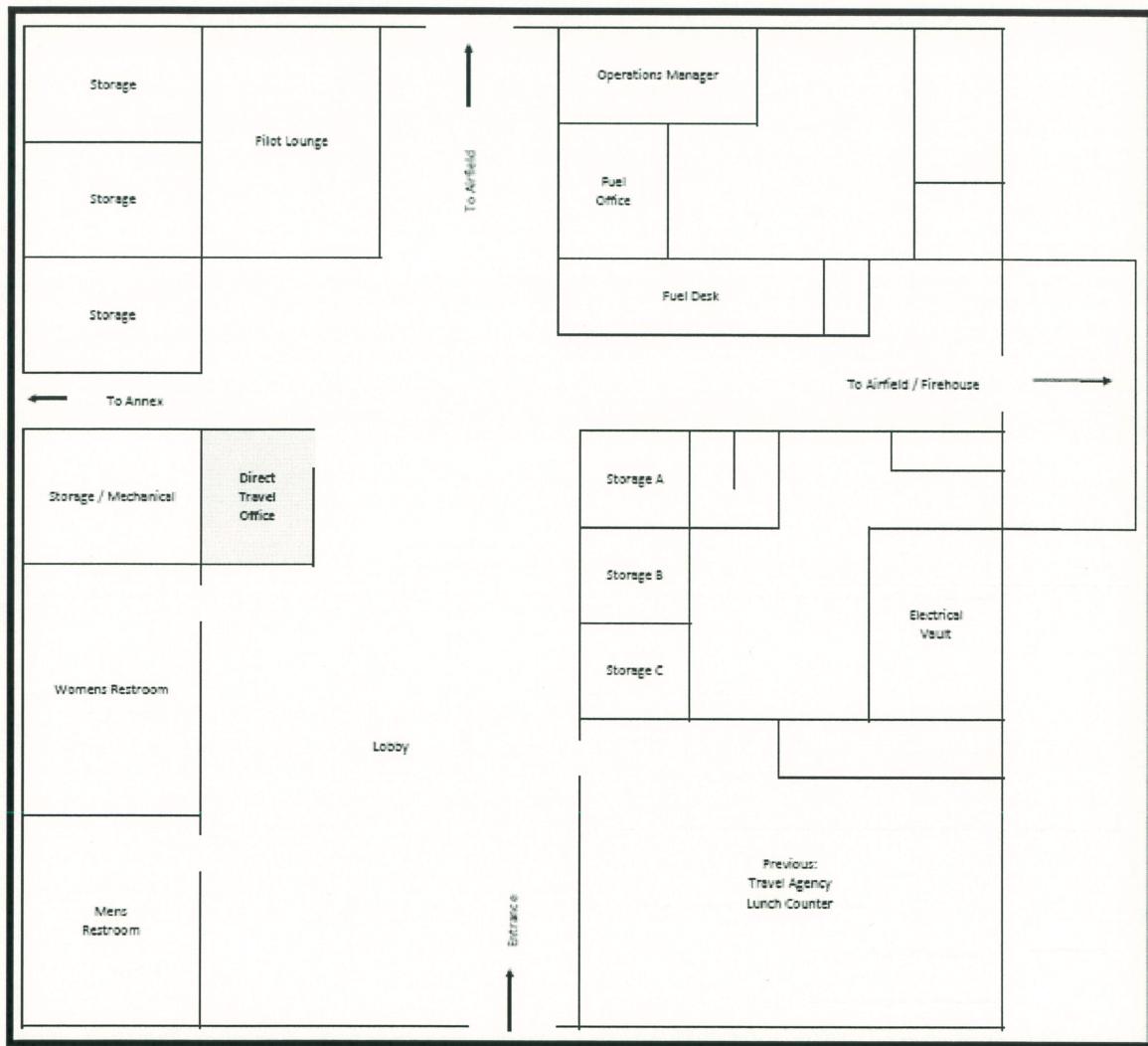
**LESSEE**

BY: \_\_\_\_\_

**Brett Fearrin**  
**Direct Travel, Inc., SVP Finance & Accounting**

## Exhibit A

### Leased Premises – Approximate Location – Jerry Ware General Aviation Terminal - Interior



\*\*above diagram not to scale, for general information purposes only\*\*

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

## **MEMORANDUM**

**TO:** Fran Lee, Auditing

**FROM:** Ann Shorts, R&B Pct. #1

**DATE:** 8-07-18

**RE:** Transfer

---

We are requesting a budget transfer as follows:

\$30,000.00 from Account #111-0102-431.10-28 Laborer  
\$10,000.00 from Account #111-0102-431.20-03 Health Insurance  
\$35,000.00 from Account #111-0102-431.30-01 Asphalt  
\$15,000.00 from Account #111-0102-431.30-79 Limestone  
\$10,000.00 from Account #111-0105-431.40-18 Road Machinery

Move the above amounts to Capital Account #111-0109-431.60-11

The transfer is requested for purchase of 2-Tractors & a Smooth Drum Roller.

Please put this on the Monday August 13, 2018 agenda for Court's approval.

Thank you,  
Ann Shorts  
R & B #1



## MEMO

TO: Ms. Fran Lee, Auditor's Office

FROM: Commissioner Everette Alfred

DATE: August 7, 2018

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

---

Please transfer the following:

**\$10,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

Thank you.

EA/nr

**Fran Lee**

---

**Subject:** FW: transfer monies

**From:** Carolyn Guidry [mailto:[guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us)]  
**Sent:** Wednesday, August 8, 2018 12:03 PM  
**To:** 'Fran Lee' <[flee@co.jefferson.tx.us](mailto:flee@co.jefferson.tx.us)>  
**Subject:** transfer monies

Fran

Please transfer

120-1034-414-3084	Minor Equipment	\$42,550
120-1034-414-1005	Extra Help	\$29,000
120-1034-414-5024	Election Exp. Judges/Clerks	\$13,550

There is \$14,000 available in contract service account for the total amount needed of \$56,550  
For the purchase of 95 poll pads, software, and cases for Election. Will apply for 50% reimbursement  
From Chapter 19 funds.

Thanks,

Carolyn L. Guidry  
Jefferson County Clerk  
409 835-8475  
[guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us)





Quote Number  
Account Name  
Total Hart Price

*Revised*

00004451  
Jefferson County, TX  
\$27,100.00

53

Item	Description	Unit Price	Quantity	Total Price
Poll Pad Software	Poll Pad software license included at no charge		95	
ePulse Live Connectivity	Software for networking Poll Pads	\$5,000.00	1	\$5,000.00
ePulse Add-on - Advanced Communication	Adds pollworker check-in, 2-way messaging, and live pollworker status to ePulse Live Connectivity	\$5,000.00	1	\$5,000.00
Custom Carrying Case for Poll Pad and Printer	Case for Poll Pad and printer transport and storage	\$125.00	95	\$11,875.00
Poll Pad Stand		\$50.00	95	\$4,750.00
Poll Pad Stylus		\$2.50	190	\$475.00

Total Hart Price \$27,100.00

#### Additional Products (Not Provided or Invoiced by Hart)

Item	Description	Unit Price	Quantity	Total Price
Apple iPad (32 GB)	Tablet for Poll Pad software; must be purchased from third party (recommended vendor is KNOWiNK)	\$310.00	95	\$29,450.00

Estimated Additional Product Price \$29,450.00  
Estimated 1-Year Price \$56,550.00

#### Estimated Annual Recurring Fees (Beginning Year 2)

Item	Description	Unit Price	Quantity	Total Price
License and Support - Poll Pad	Annual Poll Pad license and support fee	\$125.00	95	\$11,875.00
License and Support - ePulse Live Connectivity	Annual ePulse Live Connectivity license and support fee	\$1,000.00	1	\$1,000.00
License and Support - Advanced Communication	Annual Advanced Communication license and support fee	\$1,000.00	1	\$1,000.00

Total Annual Poll Pad Fees \$13,875.00

Bill To P.O. Box 1151  
Beaumont, TX 77704 Ship To 7963 Viterbo Rd.  
Beaumont, TX 77705

#### Customer Contact

Contact Name Naomi Doyle Email ndoyle@co.jefferson.tx.us  
Phone (409) 835-8760

#### General Information

Expiration Date 9/6/2018 Instructions Please fax with signature to (512) 252-6923 or  
Payment Terms Net 30 scan and email to [tcervantes@hartic.com](mailto:tcervantes@hartic.com) to



2111 Olive St • St. Louis, MO 63103  
 Phone: 855-765-5723  
 Email: sales@knowink.com  
 Website: www.knowink.com

## MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Master Agreement (the "Agreement") is entered into as of the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ between Jefferson County, TX ("Customer"), and KNOWINK, LLC ("KNOWINK").

WHEREAS, Customer wishes to engage KNOWINK to provide, install and set-up an electronic poll books ("EPBs") system known as the KNOWINK Poll Pad System (the "System"), to license certain software from KNOWINK, and to train Customer and/or its designated personnel in the use of the System;

WHEREAS, KNOWINK is willing to perform such services and the other services described in this Agreement (the "Services") for, and license such software (the "Software") to, Customer;

WHEREAS, Hart InterCivic, Inc. ("Service Provider") will perform certain support Services (as indicated below or in an exhibit) under this Agreement;

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Customer and KNOWINK agree as follows:

### 1. PROVISION OF THE SYSTEM:

KNOWINK shall deliver and implement the System and the Software as described herein and in quotes signed by both parties ("Quote").

### 2. LICENSE AND SUPPORT; RESTRICTIONS:

- 2.1. Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWINK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable documentation. With this right to use, KNOWINK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction on Exhibit A and only on the hardware or other computer systems authorized by KNOWINK in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded third party software, third party licenses may apply.
- 2.2. Subject to the terms and conditions of this Agreement, KNOWINK shall provide: (a) annual software maintenance and support ("Software Support Services") and (b) the implementation, training, support and/or other services ("Professional Services") set forth in this Agreement and the applicable Quote provided in Exhibit B. Software Support Services will consist of periodic updates to the Software, issued at KNOWINK's discretion. KNOWINK does not warrant that all errors or defects will be corrected. Neither custom data manipulation nor custom software work is included as a part of software or professional services, unless specified in the applicable Quote provided in Exhibit B or a future separate Quote.

- 2.3. Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWiNK.
- 2.4. The use, duplication, reproduction, release, modification, disclosure, or transfer of the System or Software is restricted in accordance with the terms and conditions contained in this Agreement. All other use is prohibited. Further, the System and Software were developed at KNOWiNK's private expense and are commercial in nature. By using or receiving the System or Software, the user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.
- 2.5. Customer acknowledges and agrees that the design of the System and the Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of KNOWiNK and its licensors. Customer agrees that the sale of the hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property.
- 2.6. Subject to the terms and conditions of this Agreement, the Service Provider will provide Customer with tier-one phone support. KNOWiNK will provide all other Services, including implementation, any technical support other than tier-one phone support, Software Support Services, and training.

### 3. OBLIGATIONS:

- 3.1. Hardware is shipped Ex Works (Incoterms 2010) from KNOWiNK's designated shipping point. Title change from KNOWiNK to Customer is upon shipment to Customer. Shipping dates are approximate and are based, to a great extent, on prompt receipt of all necessary ordering information from Customer. Billing will commence once shipment has been made.
- 3.2. On dates that are not Election Day events, KNOWiNK will require Service Provider to physically or remotely answer or respond to a service call request within eight (8) hours. On dates that are Election Day events, Service Provider's help desk will be available for calls one hour prior to polls opening to one hour after polls close. On Election Day all calls will be acknowledged and/or addressed within one hour.
- 3.3. Each party agrees to comply with applicable laws, rules and regulations in connection with its performance under this Agreement or use of the System, Software or Services. The System, Software and components thereof may be subject to U.S. and other government export control regulations. Customer shall not export or re-export all or a part of the System or the Software.

### 4. TERM; TERMINATION:

- 4.1. The term of this Agreement ("Term") shall initially be one year, unless earlier terminated in accordance with this Section. Unless otherwise notified to Customer in writing at least 30 days prior to the end of the then-current term, the Term will renew annually upon payment of the annual License & Support Fee ("Annual Fee") for one-year renewal periods.
- 4.2. Either party may terminate this Agreement or any outstanding order if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 4.3. Sections 2.3-2.5, 4, 8, 9, 10.2, 10.3, and 10.5, and 13-15 shall survive any termination or expiration of this Agreement or the applicable order. All other rights and obligations shall be of no further force or effect.

**5. PRICING:**

- 5.1. Prices for hardware shall be specified by Service Provider in the relevant quotation or proposal and are subject to change without notice, including prices for backordered hardware; however, prices in Quotes signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.
- 5.2. The "**Annual Fee**" is the combined, annual fee for licensing (in the case of Software) and support (a "**License and Support Subscription**"). Pricing for the initial Annual Fee is the amount specified in the Quote and/or **Exhibit B**. Service Provider may increase the Annual Fee for a renewal term by including the new Annual Fee amount in the applicable invoice.
- 5.3. Pricing for other Services shall be set forth in the applicable Quote, or if not specified, at KNOWiNK's then-current hourly rates. Additional charges may apply to Services e.g., travel, communication and other expenses.
- 5.4. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Service Provider and KNOWiNK with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Service Provider or KNOWiNK is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Service Provider or KNOWiNK therefore.

**6. ORDERS:**

- 6.1. Customer may request a quotation from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any products or Services. KNOWiNK reserves the right to accept or reject any order initiated by Customer in KNOWiNK's discretion. Only signed Quotes will obligate the parties. Each Quote shall be subject to the terms and conditions of this Agreement.

**7. PAYMENT TERMS:**

- 7.1. Service Provider will invoice Customer for all software and services including parts replacements or Customer-requested software modification upon shipment to Customer. Hardware may be billed separately by KNOWiNK or Service Provider. Except as otherwise provided in the applicable Quote, such invoices shall be paid in full within thirty (30) days after delivery.
- 7.2. Customer will be invoiced for payment for any Services upon conclusion of the service call. Except as otherwise provided in the applicable Quote, payments of such invoices will be due within 30 days of the applicable invoice.
- 7.3. The Annual Fee for the initial term is due upon execution of this Agreement and annually thereafter before expiration of the then current term. If Customer fails to timely pay an Annual Fee, Service Provider and/or KNOWiNK may immediately terminate all Software licenses and support and maintenance Services. Service Provider will submit invoices for Annual Fees approximately 90 days prior to the expiration of the then current term.
- 7.4. Amounts for all other Services shall be billed monthly, unless otherwise indicated in the applicable Quote. Payment will be due within 30 days of the applicable invoice.

- 7.5. Service Provider may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Service Provider in collecting any amounts due under this Agreement, including, but not limited to, all attorneys' fees associated therewith. Service Provider shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.
- 7.6. If any dispute exists between the parties concerning any payment or invoice, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer, KNOWiNK or Service Provider of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

## 8. CONFIDENTIALITY:

- 8.1. "**Confidential Information**" means any confidential or proprietary information of a party, including information related to KNOWiNK's or Service Provider's business or the System or Software (and applicable documentation), and the terms and conditions of this Agreement. Confidential Information does not include information that was (a) at the time of disclosure or through no fault of the receiving party, in the public domain, (b) in the possession of the receiving party at the time of disclosure to it without any obligation to restrict use or disclosure, (b) received by a third party who had a lawful right to disclose such information without any obligation to restrict use or disclosure.
- 8.2. Each party will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to performance or use of the Software or System pursuant to this Agreement and other uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the System and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to KNOWiNK, Service Provider or their suppliers and licensors.
- 8.3. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to KNOWiNK (or Service Provider, as applicable) all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies).
- 8.4. Each party will inform its employees and other agents and contractors of their obligations under this Section 8 and shall be fully responsible for any breach thereof by such personnel.

## 9. INDEMNIFICATION:

- 9.1. **Indemnity.** KNOWiNK, at its own expense, will defend Customer against any claim that the System or the Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives KNOWiNK prompt written notice of such claims; (b) permits KNOWiNK to control the defense and settlement of the claims; and (c) provides all reasonable assistance to KNOWiNK in defending or settling the claims.
- 9.2. **Remedies.** As to the System or Software that is subject to a claim of infringement or misappropriation, KNOWiNK may (a) obtain the right of continued use of the System or Software for Customer or (b) replace or modify the System or Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of KNOWiNK, any applicable Software license and its charges will end, Customer will cease using the applicable System component or Software, Customer will return to KNOWiNK all applicable KNOWiNK hardware and components and return or destroy all copies of the applicable Software, and

Customer will certify in writing to KNOWiNK that such return or destruction has been completed. Upon return or KNOWiNK's receipt of certification of destruction, KNOWiNK will give Customer a credit for the price paid to KNOWiNK for the returned or destroyed System Component or Software, less a reasonable offset for use and obsolescence.

- 9.3. **Exclusions.** KNOWiNK will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any System component or Software; (c) results from use of any System component or Software in combination with any non-KNOWiNK product, except to the extent, if any, that such use in combination is restricted to the System designed by KNOWiNK; (d) relates to third-party hardware or software alone; or (e) arises from Customer-specified customization work undertaken by KNOWiNK or its designees in response to Customer specifications.
- 9.4. **Exclusive Remedies.** THIS SECTION 9 STATES THE ENTIRE LIABILITY OF KNOWiNK AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

#### 10. WARRANTY; LIMITATION OF LIABILITY:

- 10.1. KNOWiNK warrants all products provided hereunder to be free from defects in material or workmanship under normal use and service for a period of one (1) year from the date of delivery. All repair covered by this warranty must be done by KNOWiNK, or other such warranty repair facilities of KNOWiNK as designated by KNOWiNK unless KNOWiNK specifically directs that this service be performed at another location. Any defect corrected within one (1) year and found to be within this scope of the warranty will be repaired by KNOWiNK and all charges for labor and material, will be borne by KNOWiNK. KNOWiNK warrants that all Professional Services will be performed in a professional and workmanlike manner. THIS CONSTITUTES THE SOLE WARRANTIES MADE BY KNOWiNK OR SERVICE PROVIDER, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10.2. KNOWiNK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE, IF ANY, PROVIDED BY KNOWiNK OR SERVICE PROVIDER TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY. KNOWiNK AND SERVICE PROVIDER HAVE NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If KNOWiNK or Service Provider sells, licenses, or sublicenses any Third Party Hardware to Customer, KNOWiNK will pass through to Customer, on a nonexclusive basis and without recourse to KNOWiNK or Service Provider, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer.
- 10.3. Customer is solely responsible for any hardware or software purchased from an outside source. Neither KNOWiNK nor the Service Provider will be liable for such products.
- 10.4. Any tampering, misuse or negligence in handling or use of products provided hereunder renders the warranty void. Further, the warranty is void if, at any time, Customer or any third party attempts to make any internal changes to any of the components of the products provided hereunder; if at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by Customer or Service Provider creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERS THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.

10.5. IN NO EVENT SHALL KNOWiNK OR SERVICE PROVIDER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND CUSTOMER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING SERVICES, UNITS OR PARTS. SERVICE PROVIDER SHALL NOT HAVE ANY LIABILITY FOR THE ACTIONS OR OMISSIONS OF CUSTOMER OR KNOWiNK HEREUNDER. EACH OF KNOWiNK'S AND SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED FEES RECEIVED BY SERVICE PROVIDER DURING THE 12 MONTHS PRECEDING THE APPLICABLE CLAIM.

#### 11. CONFLICTS:

11.1. KNOWiNK will not pay to Customer or any of Customer's officials or employees having official responsibility for the procurement transaction, or member of his or her immediate family, any financial benefit of more than nominal or minimal value relating to the award of this Agreement.

#### 12. FORCE MAJEURE:

12.1. Neither KNOWiNK nor Service Provider shall be considered in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Customer, or otherwise arising out of causes beyond the control of KNOWiNK or the Service Provider.

#### 13. RELATIONSHIP OF THE PARTIES:

13.1. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. KNOWiNK and Service Provider employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of KNOWiNK or Service Provider employment.

13.2. Service Provider is an intended third-party beneficiary of this Agreement with the right to enforce this Agreement.

#### 14. DISPUTE RESOLUTION:

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

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

14.3. Notwithstanding the other provisions of this Section 12, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.

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

**15. GENERAL:**

15.1. KNOWiNK may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

15.2. This Agreement is the complete and exclusive statement of the mutual understandings of the parties regarding the subject matter hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than what is expressly stated herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

15.3. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, TO THE EXCLUSION OF THE LAW OF ANY OTHER FORUM. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY KNOWiNK IN WRITING.

15.4. In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

15.5. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given to Customer at the address set forth on Exhibit A, or to KNOWiNK at the address set forth on the first page of this Agreement, and deemed to have been given: (a) immediately, if delivered personally; (b) on the fifth (5<sup>th</sup>) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to such address. Each party may change its address for notice by giving written notice of the change to the other party; or (c) on the next business day upon confirmation of delivery, if delivered by overnight delivery by a nationally recognized overnight delivery service.

*(Signature page to follow)*

Authorized representatives of Customer and KNOWiNK have read the foregoing Master Software License and Services Agreement and all documents incorporated into this Agreement and agree and accept such terms effective as of the date first referenced above.

**CUSTOMER** (Jefferson County, TX):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**KNOWiNK LLC:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A****General Information**

<b>Customer Jurisdiction Name:</b>	Jefferson County, TX
<b>Licensed Location (City/State):</b>	Beaumont, TX
<b>Customer Contact(s):</b>	Naomi Doyle
<b>Billing Address:</b>	P.O. Box 1151
<b>City / State / ZIP:</b>	Beaumont, TX 77704
<b>Shipping Address (if different):</b>	7963 Viterbo Rd.
<b>City / State / ZIP:</b>	Beaumont, TX 77705
<b>Contact Telephone:</b>	(409) 835-8475
<b>Alternate Telephone:</b>	(409) 835-8760
<b>Fax:</b>	
<b>Email:</b>	ndoyle@co.jefferson.tx.us
<b>Service Provider Name:</b>	Hart InterCivic, Inc.
<b>Service Provider Contact Information:</b>	15500 Wells Port Drive Austin, TX 78728 800-223-4278 (phone) 800-831-1485 (facsimile)
<b>Service Provider Customer Support Contact Information and Hours (for tier-1 support):</b>	Support Center: 1-866-275-4278 (1-866-ASK-HART) Hours of Operation: 7AM-7PM Central Time, M-F After Hours: Leave a voicemail with contact information for return call

**Exhibit B (Quote)**

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** AUGUST 8, 2018

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The following budget transfer for Service Center is necessary for additional cost for the replacement of the fuel management system for the Airport fuel tanks.

120-8095-417-6018	Capital – Power tools & Appliances	\$4,800
120-8095-417-6007	Automobiles	\$4,800



**MHC Datacomm, Inc**  
 3537 Whippoorwill St, Orange, TX 77630  
 Office: (409) 670-1356 Fax (225)282-1050

## Estimate

Date	Estimate #
8/8/2018	1274

Submitted To:
Jefferson County Jefferson County Auditors Office 1149 Pearl Street 7th Floor Beaumont, TX 77701

P.O. No.
73655

Description	Qty	Total
This estimate is based upon MHC Datacomm installing a point-to-point bridge between the Tax Office and Fuel pump. Jefferson County IT to supply POE switches at Tax Office. Bridges will be installed and configured. All work to be completed during regular business hours.		
Ruckus P300 Point-to-Point Bridge	1	2,220.65
Ruckus PoE Injector	1	61.87
Commscope Cat 6 Outdoor	200	78.00
Hoffman 12X10X6 Nema 4X Box	1	152.55
Hoffman Back Plate	1	14.05
Misc. Hardware	1	97.88
Lift	1	375.00
Installation	24	1,800.00

Email: [jlonglois@mhcdatacomm.com](mailto:jlonglois@mhcdatacomm.com)

Signature \_\_\_\_\_

<b>Total</b>	<b>\$4,800.00</b>
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NAME

AMOUNT CHECK NO. TOTAL

## ROAD &amp; BRIDGE PCT.#1

RB EVERETT & COMPANY, INC.	7,000.00	449389
M&D SUPPLY	135.71	449407
MUNRO'S	28.65	449414
SOUTHERN TIRE MART, LLC	90.00	449453
TASCO	60.70	449503
ADVANCE AUTO PARTS	219.86	449547
MARTIN MARIETTA MATERIALS	967.48	449568

8,502.40\*\*

## ROAD &amp; BRIDGE PCT.#2

SPIDLE & SPIDLE	3,127.80	449359
ENTERGY	961.13	449392
MUNRO'S	20.00	449414
SETZER HARDWARE, INC.	16.00	449432
BUMPER TO BUMPER	243.95	449500
B-GREENER INDUSTRIAL CLEANERS LLC	95.00	449532
GCR TIRES & SERVICE	393.08	449558
GULF COAST	64.60	449579

4,921.56\*\*

## ROAD &amp; BRIDGE PCT. # 3

HILO / O'REILLY AUTO PARTS	181.51	449356
AUDILET TRACTOR SALES	396.20	449366
DYNAMIC POWER SYSTEM, INC.	61.55	449385
ENTERGY	449.79	449392
KAY ELECTRONICS, INC.	190.00	449403
MUNRO'S	38.40	449414
ROMERO GLASS CO.	120.00	449426
TRIANGLE ENGINE DIST.	1,052.00	449444
W. JEFFERSON COUNTY M.W.D.	27.14	449448
LOWE'S HOME CENTERS, INC.	641.67	449486
TEXAS GAS SERVICE	134.80	449491
WINDSTREAM	42.47	449511
GULF COAST	11,389.64	449579

14,725.17\*\*

## ROAD &amp; BRIDGE PCT.#4

ABLE FASTENER, INC.	6.89	449355
COASTAL WELDING SUPPLY	65.10	449380
BEAUMONT ENTERPRISE	163.78	449388
ENTERGY	16.18	449392
M&D SUPPLY	252.68	449407
MUNRO'S	184.71	449414
OVERHEAD DOOR CO.	239.50	449419
TAC - TEXAS ASSN. OF COUNTIES	225.00	449439
W. JEFFERSON COUNTY M.W.D.	75.13	449448
BEAUMONT INDEPENDENT SCHOOL	150.00	449457
UNITED STATES POSTAL SERVICE	41	449474
SOUTHEAST TEXAS PARTS AND EQUIPMENT	306.76	449552

1,686.14\*\*

## ENGINEERING FUND

VERIZON WIRELESS	213.83	449470
UNITED STATES POSTAL SERVICE	1.22	449474

215.05\*\*

## PARKS &amp; RECREATION

CITY OF PORT ARTHUR - WATER DEPT.	95.23	449377
AT&T	29.46	449437
W. JEFFERSON COUNTY M.W.D.	54.28	449448
TOTAL SAFETY, INC.	790.00	449461
WALLER COUNTY ASPHALT	1,450.00	449575
ALL TERRAIN EQUIPMENT CO	190.00	449593
MOORE-ALL TEX SUPPLY	3,194.00	449609

5,802.97\*\*

## GENERAL FUND

## TAX OFFICE

SOUTHERN COMPUTER WAREHOUSE	2,672.74	449364
OFFICE DEPOT	388.90	449417

NAME	AMOUNT	CHECK NO.	TOTAL
ACE IMAGEWEAR	21.22	449433	
SOUTHEAST TEXAS WATER	282.00	449436	
CDW COMPUTER CENTERS, INC.	149.08	449458	
UNITED STATES POSTAL SERVICE	597.33	449474	
VECTOR SECURITY	870.00	449587	
COUNTY HUMAN RESOURCES			4,981.27*
CASH ADVANCE ACCOUNT	680.70	449402	
PINNACLE EMPLOYEE TESTING	300.00	449421	
SOCIETY FOR HUMAN RESOURCE	209.00	449434	
SIERRA SPRING WATER CO. - BT	22.20	449478	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	260.00	449573	
AUDITOR'S OFFICE			1,471.90*
UNITED STATES POSTAL SERVICE	9.23	449474	
COUNTY CLERK			9.23*
OFFICE DEPOT	154.63	449417	
UNITED STATES POSTAL SERVICE	280.88	449474	
JEFFERSON COUNTY CREDIT CARDS	126.20	449534	
COUNTY JUDGE			561.71*
UNITED STATES POSTAL SERVICE	1.22	449474	
ROCKY LAUDERMILK	500.00	449487	
HARVEY L WARREN III	500.00	449531	
JEFFERSON COUNTY CREDIT CARDS	26.26	449534	
MOORE LANDREY LLP	500.00	449535	
ANDREW P GERTZ	500.00	449566	
JAN GIROUARD & ASSOCIATES LLC	600.00	449572	
THE MAYO LAW FIRM PLLC	500.00	449584	
LAW OFFICE OF SOLOMON FREIMUTH	500.00	449598	
RISK MANAGEMENT			3,627.48*
UNITED STATES POSTAL SERVICE	4.60	449474	
COUNTY TREASURER			4.60*
UNITED STATES POSTAL SERVICE	145.77	449474	
PRINTING DEPARTMENT			145.77*
OFFICE DEPOT	696.65	449417	
PURCHASING DEPARTMENT			696.65*
BEAUMONT ENTERPRISE	2,925.80	449386	
UNITED STATES POSTAL SERVICE	9.35	449474	
GENERAL SERVICES			2,935.15*
CASH ADVANCE ACCOUNT	50.00	449402	
OLMSTED-KIRK PAPER	1,779.00	449418	
INTERFACE EAP	1,377.00	449452	
ADVANCED STAFFING	97.50	449454	
VERIZON WIRELESS	304.22	449470	
LEXISNEXIS- ACCURINT	3.50	449528	
JEFFERSON COUNTY CREDIT CARDS	113.29	449534	
VECTOR SECURITY	37.00	449588	
DATA PROCESSING			3,761.51*
OFFICE DEPOT	1,111.36	449417	
VERIZON WIRELESS	75.98	449471	
JOHN FERRARA	555.07	449496	
JEFFERSON COUNTY CREDIT CARDS	27.47	449534	
VOTERS REGISTRATION DEPT			1,769.88*

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	844.58	449458	
UNITED STATES POSTAL SERVICE	26.48	449474	
JEFFERSON COUNTY CREDIT CARDS	277.20	449534	
<b>ELECTIONS DEPARTMENT</b>			<b>1,148.26*</b>
SIERRA SPRING WATER CO. - BT	31.14	449477	
JEFFERSON COUNTY CREDIT CARDS	630.79	449534	
AT&T MOBILITY	205.06	449570	
<b>DISTRICT ATTORNEY</b>			<b>866.99*</b>
JEFFERSON CTY. DISTRICT ATTORNEY	12,220.00	449399	
UNITED STATES POSTAL SERVICE	290.48	449474	
ANGELA KNEELAND	280.00	449592	
<b>DISTRICT CLERK</b>			<b>12,790.48*</b>
OFFICE DEPOT	8.53	449417	
UNITED STATES POSTAL SERVICE	284.96	449474	
B&H PHOTO VIDEO PRO AUDIO	299.97	449544	
<b>CRIMINAL DISTRICT COURT</b>			<b>593.46*</b>
DAVID GROVE	2,054.56	449360	
DAVID GROVE	8,750.00	449361	
DAVID W BARLOW	4,375.00	449369	
DONALD W. DUESLER & ASSOC.	1,825.29	449383	
DONALD W. DUESLER & ASSOC.	8,750.00	449384	
EDWARD B. GRIPON, M.D., P.A.	595.00	449391	
MARSHA NORMAND	8,750.00	449415	
KEVIN PAULA SEKALY PC	1,872.54	449430	
KEVIN PAULA SEKALY PC	8,750.00	449431	
KEVIN S. LAINE	2,437.50	449455	
<b>58TH DISTRICT COURT</b>			<b>48,159.89*</b>
JEFFERSON CTY. BAR ASSOCIATION	125.00	449400	
SOUTHEAST TEXAS WATER	29.95	449436	
KENT WALSTON	971.76	449480	
<b>136TH DISTRICT COURT</b>			<b>1,126.71*</b>
JEFFERSON CTY. BAR ASSOCIATION	125.00	449400	
BAYLOR WORTHAM	1,177.64	449510	
<b>252ND DISTRICT COURT</b>			<b>1,302.64*</b>
DAVID W BARLOW	4,375.00	449369	
THOMAS J. BURBANK PC	900.00	449373	
EDWARD B. GRIPON, M.D., P.A.	1,785.00	449391	
MIKE VAN ZANDT	2,469.81	449446	
MIKE VAN ZANDT	8,750.00	449447	
KEVIN S. LAINE	2,437.50	449455	
UNITED STATES POSTAL SERVICE	55.34	449474	
LANGSTON ADAMS	1,700.00	449489	
ALLEN PARKER	8,750.00	449530	
BRITTANIE HOLMES	800.00	449545	
M.K. HAMZA, PHD, P.A.	1,200.00	449546	
THOMAS WILLIAM KELLEY	8,750.00	449578	
<b>279TH DISTRICT COURT</b>			<b>41,972.65*</b>
DAVID GROVE	500.00	449360	
ANITA F. PROVO	450.00	449423	
NATHAN REYNOLDS, JR.	550.00	449424	
KEVIN PAULA SEKALY PC	325.00	449430	
CHARLES ROJAS	225.00	449460	
JOHN D WEST	200.00	449463	
UNITED STATES POSTAL SERVICE	1.51	449474	
LEXIS-NEXIS	69.00	449475	
LANGSTON ADAMS	325.00	449489	
JOLEI SHIPLEY	300.00	449498	

NAME

AMOUNT

CHECK NO.

TOTAL

JOEL WEBB VAZQUEZ	300.00	449499	
KIMBERLY PHELAN, P.C.	225.00	449505	
ANGELA L MORMAN	395.00	449517	
TONYA CONNELL TOUPS	600.00	449518	
P DEAN BRINKLEY	150.00	449533	
JONATHAN L. STOVALL	300.00	449537	
ALICIA K HALL	300.00	449540	
BRITTANIE HOLMES	150.00	449545	
WILLIAM FORD DISHMAN	600.00	449551	
MATUSKA LAW FIRM	1,200.00	449553	
TARA SHELANDER	650.00	449555	
DANE DENNISON	450.00	449556	

8,265.51\*

317TH DISTRICT COURT

DAVID GROVE	650.00	449360	
PHILLIP DOWDEN	2,300.00	449363	
MARVA PROVO	325.00	449422	
ANITA F. PROVO	500.00	449423	
NATHAN REYNOLDS, JR.	200.00	449424	
CHARLES ROJAS	150.00	449460	
LEXIS-NEXIS	375.00	449476	
GLEN M. CROCKER	800.00	449481	
JOEL WEBB VAZQUEZ	2,085.00	449499	
KIMBERLY PHELAN, P.C.	150.00	449505	
TONYA CONNELL TOUPS	300.00	449518	
ALLEN PARKER	1,150.00	449529	
LINDSAY LAW FIRM, PLLC	500.00	449538	
BRITTANIE HOLMES	875.00	449545	
WILLIAM FORD DISHMAN	1,125.00	449551	
TARA SHELANDER	500.00	449555	
MELANIE AIREY	825.00	449562	
LAW OFFICE OF J SCOTT FREDERICK	225.00	449563	
GORDON D FRIESZ	75.00	449569	

13,110.00\*

JUSTICE COURT-PCT 1 PL 1

UNITED STATES POSTAL SERVICE	38.04	449474	
LEXISNEXIS- ACCURINT	81.33	449528	

119.37\*

JUSTICE COURT-PCT 1 PL 2

LEXISNEXIS- ACCURINT	81.34	449528	
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81.34\*

JUSTICE COURT-PCT 2

OFFICE DEPOT	287.03	449417	
FUNCTION 4 LLC	101.94	449580	

388.97\*

JUSTICE COURT-PCT 4

OFFICE DEPOT	45.94	449417	
LEXISNEXIS- ACCURINT	81.33	449528	

127.27\*

JUSTICE COURT-PCT 6

BEAUMONT ENTERPRISE	319.80	449387	
UNITED STATES POSTAL SERVICE	34.98	449474	
LEXISNEXIS- ACCURINT	81.33	449528	

436.11\*

JUSTICE COURT-PCT 7

LEXISNEXIS- ACCURINT	81.33	449528	
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81.33\*

JUSTICE OF PEACE PCT. 8

LEXISNEXIS- ACCURINT	81.33	449528	
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81.33\*

COUNTY COURT AT LAW NO.1

JEFFERSON CTY. BAR ASSOCIATION	125.00	449400	
UNITED STATES POSTAL SERVICE	1.63	449474	
GERALD EDDINS	1,278.30	449548	

1,404.93\*

COUNTY COURT AT LAW NO. 2

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID GROVE	250.00	449360	
THOMAS J. BURBANK PC	250.00	449373	
DONALD W. DUESLER & ASSOC.	250.00	449383	
UNITED STATES POSTAL SERVICE	6.12	449474	
LANGSTON ADAMS	350.00	449489	
JEFFERSON COUNTY CREDIT CARDS	275.00	449534	
LAW OFFICE OF SOLOMON FREIMUTH	250.00	449598	
COUNTY COURT AT LAW NO. 3			1,631.12*
TODD W LEBLANC	300.00	449358	
JEFFERSON CTY. BAR ASSOCIATION	125.00	449400	
UNITED STATES POSTAL SERVICE	8.57	449474	
ANTOINE FREEMAN	350.00	449519	
BRITTANIE HOLMES	250.00	449545	
MATUSKA LAW FIRM	250.00	449553	
COURT MASTER			1,283.57*
RICHARD D. HUGHES	3,100.00	449397	
UNITED STATES POSTAL SERVICE	2.92	449474	
LEXIS-NEXIS	68.00	449475	
MEDIATION CENTER			3,170.92*
OFFICE DEPOT	473.04	449417	
UNITED STATES POSTAL SERVICE	7.33	449474	
SHERIFF'S DEPARTMENT			480.37*
ENTERGY	1,161.56	449392	
AT&T	34.04	449437	
UNITED STATES POSTAL SERVICE	1,392.84	449474	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	50.00	449573	
CRIME LABORATORY			2,638.44*
BROWNELLS, INC.	8.94	449450	
JEFFERSON COUNTY CREDIT CARDS	380.00	449534	
JAIL - NO. 2			388.94*
JOHNSTONE SUPPLY	253.85	449362	
BEAUMONT TRACTOR COMPANY	182.00	449370	
CITY OF BEAUMONT - WATER DEPT.	21.00	449376	
COASTAL WELDING SUPPLY	80.30	449380	
W.W. GRAINGER, INC.	146.61	449390	
ENTERGY	40,841.48	449392	
HARTMANN BLDG. SPECIALITIES	30.19	449396	
KIRKSEY'S SPRINT PRINTING	24.95	449405	
M&D SUPPLY	324.50	449407	
MCNEILL INSURANCE AGENCY	71.00	449411	
OFFICE DEPOT	808.95	449417	
RALPH'S INDUSTRIAL ELECTRONICS	408.33	449427	
SANITARY SUPPLY, INC.	2,025.14	449428	
SCOOTER'S LAWNMOWERS	1,107.93	449429	
ADVANCED SYSTEMS & ALARM SERVICES,	235.00	449459	
NORTH SHORE SUPPLY COMPANY	888.00	449494	
DEEP SOUTH COMPANIES TEXAS	3,830.00	449508	
BELT SOURCE	207.40	449509	
INDUSTRIAL & COMMERCIAL MECHANICAL	300.75	449541	
SAM'S CLUB DIRECT	299.01	449543	
KROPP HOLDINGS INC	839.22	449550	
GALLS LLC	2,870.90	449565	
FOOD MARKETING CONCEPTS INC	13,089.33	449589	
HARDIE'S FRESH FOODS	3,276.25	449590	
CORRHEALTH LLC	78,900.85	449606	
MOORE-ALL TEX SUPPLY	100.53	449609	
JUVENILE PROBATION DEPT.			151,163.47*
CHERYL TARVER	65.40	449451	
VERIZON WIRELESS	51.68	449471	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	14.51	449474	
LYNN BIERHALTER	159.69	449507	
BRIA LYNCH	13.08	449522	
ROXANA MITCHELL	149.33	449567	
ANNIE JONES	95.38	449586	
KAYLAN BURTON	255.60	449591	
SHERONDA LEE	186.39	449601	
CHARITY HIGHTOWER	145.52	449610	
JUVENILE DETENTION HOME			1,136.58*
ENTERGY	9,350.16	449392	
FLOWERS FOODS	114.20	449495	
BEN E KEITH FOODS	191.07	449497	
VANSCHECA SANDERS-CHEVIS	300.00	449515	
KAREN ROBERTS	500.00	449524	
CONSTABLE PCT 1			10,455.43*
CASH ADVANCE ACCOUNT	416.01	449402	
VERIZON WIRELESS	227.94	449471	
UNITED STATES POSTAL SERVICE	28.79	449474	
LEXISNEXIS- ACCURINT	81.34	449528	
CONSTABLE-PCT 2			754.08*
VERIZON WIRELESS	113.97	449471	
LEXISNEXIS- ACCURINT	81.33	449528	
CONSTABLE-PCT 4			195.30*
CASH ADVANCE ACCOUNT	442.01	449402	
OFFICE DEPOT	77.94	449417	
VERIZON WIRELESS	113.97	449471	
TRANSUNION RISK AND ALTERNATIVE	70.00	449561	
THE MONOGRAM SHOP	75.00	449585	
CONSTABLE-PCT 6			778.92*
VERIZON WIRELESS	113.97	449471	
UNITED STATES POSTAL SERVICE	9.59	449474	
LEXISNEXIS- ACCURINT	81.34	449528	
RITA HURT	275.00	449539	
CONSTABLE PCT. 7			479.90*
VERIZON WIRELESS	113.97	449471	
CONSTABLE PCT. 8			113.97*
VERIZON WIRELESS	113.97	449471	
TND WORKWEAR CO LLC	542.00	449581	
COUNTY MORGUE			655.97*
BJ TRANSPORT SERVICE, INC.	11,275.00	449368	
AGRICULTURE EXTENSION SVC			11,275.00*
OFFICE DEPOT	221.03	449417	
HEALTH AND WELFARE NO. 1			221.03*
BROUSSARD'S MORTUARY	160.00	449372	
CALVARY MORTUARY	1,500.00	449374	
CLAYBAR FUNERAL HOME, INC.	5,336.00	449379	
ENTERGY	70.00	449395	
MERCY FUNERAL HOME	1,500.00	449412	
OFFICE DEPOT	157.49	449417	
UNITED STATES POSTAL SERVICE	76.63	449474	
LEXISNEXIS- ACCURINT	122.00	449528	
HEALTH AND WELFARE NO. 2			8,922.12*

NAME	AMOUNT	CHECK NO.	TOTAL
O.W. COLLINS APARTMENTS	78.42	449381	
LEVINGSTON FUNERAL HOME	1,500.00	449406	
LEXISNEXIS- ACCURINT	122.00	449528	
CHILD WELFARE UNIT			1,700.42*
BEAUMONT OCCUPATIONAL SERVICE, INC.	45.00	449483	
J.C. PENNEY'S	1,989.63	449484	
SEARS COMMERCIAL CREDIT	394.34	449485	
TYMIR WILSON PAYEE	50.00	449512	
J'LYNN HENDRIX	20.00	449525	
FATIMA ZAVALA	40.00	449554	
TYTIANNA WELLS SIGARST	20.00	449557	
JAVIER ZAVALA FC	20.00	449564	
KENNY ROBINSON	20.00	449576	
SHAWN MOUTON	20.00	449577	
LARRY DOYLE JR	50.00	449582	
FAITH DOYLE	20.00	449583	
STACY VELASQUEZ	20.00	449595	
DAYSI VELASQUEZ	20.00	449596	
ASHTON EMERSON	20.00	449597	
GAVEN SEBILE	50.00	449602	
JONATHAN ROBINSON	20.00	449604	
KAITLIN VAZQUES	50.00	449607	
TERRY KAMBRIEL	15.00	449611	
PAYTIENCE REDEAUX	15.00	449612	
LILEAN BOUDREAUX	15.00	449613	
LAYLA EDISON	15.00	449614	
KIERA JONES	15.00	449615	
ISSAC OLIVER	15.00	449616	
DESMOND WASHINGTON JR	15.00	449617	
CAPRIE DAVIS	20.00	449618	
ENVIRONMENTAL CONTROL			2,993.97*
US POSTAL SERVICE	300.00	449482	
INDIGENT MEDICAL SERVICES			300.00*
DANA JOHNSON	600.00	449560	
VECTOR SECURITY	30.00	449587	
TDS OPERATING INC	235.00	449605	
MAINTENANCE-BEAUMONT			865.00*
CITY OF BEAUMONT - LANDFILL	44.00	449365	
BINSWANGER GLASS CO.	722.00	449371	
KIRKSEY'S SPRINT PRINTING	25.95	449405	
M&D SUPPLY	99.65	449407	
MCCOWN PAINT & SUPPLY OF TEXAS	638.40	449409	
RALPH'S INDUSTRIAL ELECTRONICS	56.69	449427	
SANITARY SUPPLY, INC.	63.36	449428	
ACE IMAGEWEAR	203.47	449433	
AT&T	659.02	449437	
WORTH HYDROCHEM	250.00	449449	
TEXAS FIRE & COMMUNICATIONS	285.00	449462	
BAKER DISTRIBUTING COMPANY	172.55	449493	
CENTERPOINT ENERGY RESOURCES CORP	359.67	449501	
SE TEX CONSTRUCTION CORPORATION	6,201.59	449513	
REXEL USA INC	115.50	449603	
HARRIS COUNTY TOLL ROAD AUTHORITY	38.50	449608	
MAINTENANCE-MID COUNTY			9,935.35*
ENTERGY	2,735.86	449392	
RITTER @ HOME	6.57	449425	
ACE IMAGEWEAR	65.72	449433	
TIME WARNER COMMUNICATIONS	89.61	449440	
W. JEFFERSON COUNTY M.W.D.	47.99	449448	
SERVICE CENTER			2,945.75*
SPIDLE & SPIDLE	8,937.50	449359	

NAME	AMOUNT	CHECK NO.	TOTAL
CHUCK'S WRECKER SERVICE	85.00	449375	
W.W. GRAINGER, INC.	199.28	449390	
KINSEL FORD, INC.	259.92	449404	
THE MUFFLER SHOP	70.00	449413	
MUNRO'S	39.70	449414	
OFFICE DEPOT	94.57	449417	
PHILPOTT MOTORS, INC.	55.19	449420	
RITTER @ HOME	47.96	449425	
FASTENAL	165.77	449456	
JEFFERSON CTY. TAX OFFICE	7.50	449464	
JEFFERSON CTY. TAX OFFICE	7.50	449465	
JEFFERSON CTY. TAX OFFICE	7.50	449466	
JEFFERSON CTY. TAX OFFICE	7.50	449467	
JEFFERSON CTY. TAX OFFICE	7.50	449468	
JEFFERSON CTY. TAX OFFICE	7.50	449469	
VOYAGER FLEET SYSTEM, INC.	23,499.47	449492	
BUMPER TO BUMPER	919.21	449500	
ROBERT'S TEXACO XPRESS LUBE	84.00	449523	
VETERANS SERVICE			34,502.57*
UNITED STATES POSTAL SERVICE			
HILARY GUEST	1.09	449474	
	200.34	449490	
MOSQUITO CONTROL FUND			201.43*
ADAPCO, INC.			401,212.01**
CITY OF NEDERLAND	108,496.48	449357	
ENTERGY	59.67	449378	
JACK BROOKS REGIONAL AIRPORT	783.44	449392	
MUNRO'S	708.34	449401	
TEXAS DEPT OF AGRICULTURE	48.20	449414	
FIRST CALL	75.00	449442	
	66.84	449488	
J.C. FAMILY TREATMENT			110,237.97**
PATRICIA VELASCO	1,120.00	449571	
LAW LIBRARY FUND			1,120.00**
LEXIS-NEXIS	401.00	449475	
EMPG GRANT			401.00**
OFFICE DEPOT	173.80	449417	
SOUTHEAST TEXAS WATER	9.95	449436	
JEFFERSON COUNTY CREDIT CARDS	618.11	449534	
JUVENILE PROB & DET. FUND			801.86**
VERIZON WIRELESS	31.26	449471	
COMMUNITY SUPERVISION FND			31.26**
DIANNA L. COLUMBUS	22.48	449382	
CASH ADVANCE ACCOUNT	2,576.30	449402	
OFFICE DEPOT	62.89	449417	
VERIZON WIRELESS	45.20	449471	
UNITED STATES POSTAL SERVICE	79.73	449474	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	449520	
JEFFERSON COUNTY CREDIT CARDS	200.00	449534	
JCCSC	450.00	449536	
SAM'S CLUB DIRECT	39.98	449543	
JEFF. CO. WOMEN'S CENTER			10,441.58**
ISI COMMERCIAL REFRIGERATION	598.00	449398	
MARKET BASKET	15.93	449408	
KIM MCKINNEY, LPC, LMFT	375.00	449410	
OFFICE DEPOT	464.15	449417	
SYSCO FOOD SERVICES, INC.	2,678.49	449438	
TEXAS FIRE & COMMUNICATIONS	90.00	449462	

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS TOWER COMMUNICATIONS, INC.	15.64 60.00	449471 449472	
BEN E KEITH FOODS	2,651.03	449497	
CENTERPOINT ENERGY RESOURCES CORP	336.26	449501	
MELODY C ANTOON RN	2,280.00	449514	
ATTABOY TERMITE & PEST CONTROL	50.00	449526	
MATERA PAPER COMPANY INC	714.48	449549	
DWI PRETRIAL DIVERSION			10,328.98**
OLMSTED-KIRK PAPER	229.00	449418	229.00**
VETERAN'S PRE-TRIAL PROG.			
OLMSTED-KIRK PAPER	427.50	449418	427.50**
DRUG INTERVENTION COURT			
REDWOOD TOXICOLOGY LABORATORY	4,574.50	449516	4,574.50**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.41	449474	.41**
CHEEK H2O & SEWER			
MK CONSTRUCTORS	4,237.74	449542	4,237.74**
CONST. PCT. 8 EDUCATION			
TEXAS POLICE ASSOCIATION	90.00	449443	90.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.96	449471	227.96**
HOTEL OCCUPANCY TAX FUND			
D&S SIGN & SUPPLY, INC.	448.50	449367	
MUNRO'S	120.87	449414	
AT&T	186.85	449437	
TRI-CITY COFFEE SERVICE	58.05	449445	
MATERA PAPER COMPANY INC	1,006.25	449549	
CINTAS CORPORATION	68.18	449574	
CAPITAL PROJECTS FUND			1,888.70**
TERRACON CONSULTANTS INC	17,900.00	449594	17,900.00**
AIRPORT FUND			
ENTERGY	14,109.90	449394	
OFFICE DEPOT	105.96	449417	
SANITARY SUPPLY, INC.	217.34	449428	
S.E. TEXAS BUILDING SERVICE	200.00	449435	
TEXAS DEPT OF AGRICULTURE	1,506.00	449441	
VERIZON WIRELESS	37.99	449471	
LOWE'S HOME CENTERS, INC.	51.28	449486	
UNIFIRST HOLDINGS INC	160.63	449527	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	10.94	449552	
EASTERN AVIATION FUELS INC	39,293.48	449559	
SE TX EMP. BENEFIT POOL			55,693.52**
STANDARD INSURANCE COMPANY	22,110.63	449504	
RELIANCE STANDARD LIFE INSURANCE	5,902.78	449506	
EXPRESS SCRIPTS INC	134,792.94	449599	
UNITEDHEALTHCARE INSURANCE COMPANY	1,175.28	449600	
LIABILITY CLAIMS ACCOUNT			163,981.63**
TRISTAR RISK MANAGEMENT	4,000.10	449502	4,000.10**
WORKER'S COMPENSATION FD			

NAME	AMOUNT	CHECK NO.	TOTAL
TRISTAR RISK MANAGEMENT	18,409.60	449502	18,409.60**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,965.00	449330	
CLEAT	288.00	449331	
JEFFERSON CTY. TREASURER	13,593.23	449332	
RON STADTMUELLER - CHAPTER 13	150.00	449333	
INTERNAL REVENUE SERVICE	150.00	449334	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,260.00	449335	
JEFFERSON CTY. COMMUNITY SUP.	9,423.36	449336	
JEFFERSON CTY. TREASURER - HEALTH	510,592.28	449337	
JEFFERSON CTY. TREASURER - GENERAL	10.00	449338	
JEFFERSON CTY. TREASURER - PAYROLL	1,668,680.27	449339	
JEFFERSON CTY. TREASURER - PAYROLL	576,897.19	449340	
MONY LIFE INSURANCE OF AMERICA	116.23	449341	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,303.57	449342	
TGSLC	154.70	449343	
US DEPARTMENT OF EDUCATION	459.25	449344	
JEFFERSON CTY. TREASURER - TCDRS	628,079.83	449345	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,509.99	449346	
JEFFERSON COUNTY TREASURER	2,753.15	449347	
JEFFERSON COUNTY - TREASURER -	6,722.36	449348	
NECHES FEDERAL CREDIT UNION	43,264.14	449349	
JEFFERSON COUNTY - NATIONWIDE	53,415.45	449350	
WILLIAM E HEITKAMP	751.37	449351	
JOHN TALTON	1,920.00	449352	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	449353	
BELINDA M ZURITA	230.77	449354	
			3,539,739.99**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,115.00	449521	2,115.00**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	266.03	449471	266.03**
MARINE DIVISION			
ENTERGY	124.52	449392	124.52**
ASAP - CONSTABLE			
TRISTAR RISK MANAGEMENT	436.56	449502	436.56**
SHERIFF - COMMISSARY			
SHI GOVERNMENT SOLUTIONS, INC.	719.55	449479	
LOWE'S HOME CENTERS, INC.	699.51	449486	
			1,419.06**
			4,386,189.77***



**JOINT ELECTION AGREEMENT AND  
ELECTION SERVICES CONTRACT  
BETWEEN JEFFERSON COUNTY  
AND City of Port Neches**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Carolyn Guidry, County Clerk**, and **City of Port Neches** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

**WHEREAS**, Political Subdivision is required to conduct an election on **November 6, 2018**;

**THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT** is made this 13th day of August, 2018, by and between the Political Subdivision of **City of Port Neches**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Carolyn Guidry**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 6, 2018, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
  - (a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations per the attached Exhibit A – Early Voting Locations and Election Day polling locations per the attached Exhibit B – Election Day Vote Centers. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

**3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on **Exhibit A – Early Voting Locations**. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached **Exhibit B – Election Day Vote Centers** for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the

Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached Exhibit C- CALENDAR

(f) Deliver to Contracting Officer, according to the attached Exhibit C - CALENDAR, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on Exhibit D – Contract Costs and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on November 6, 2018.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. Equipment leasing

costs are listed on **Exhibit D – Contract Costs.**

(b) Costs for ballot programming will be paid by each political subdivision for the number of election contests each has on the ballot according to costs as listed on **Exhibit D – Contract Costs.**

## **5. GENERAL CONDITIONS.**

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60<sup>th</sup> day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

## **6. DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

## **7. ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between City of Port Neches and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

## 8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

### City of Port Neches:

Andre' Wimer  
P. O. Box 758  
Port Neches, TX 77651

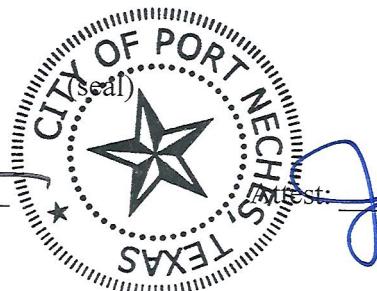
### JEFFERSON COUNTY:

Carolyn L. Guidry, County Clerk  
P. O. Box 1151  
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 19th day of July,  
20 18.

### City of Port Neches

By: \_\_\_\_\_  
Name: Andre' Wimer  
Title: City Manager



*Jamie Mendoza*

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 13th day of August,  
20 18.

### Jefferson County, Texas

By: \_\_\_\_\_  
Name: Jeff Branick  
Title: County Judge



By: \_\_\_\_\_  
Name: Carolyn L. Guidry  
Title: County Clerk

Attest: *By J. Guidry, Chief Deputy*

## EXHIBIT A

**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR November 6, 2018, GENERAL AND JOINT ELECTIONS**

**(Aviso de locales y horario para elecciones adelantadas de Noviembre 6, 2018 Elecciones Generales y Conjunta)**

Early Voting by personal appearance will be conducted each weekday at:

(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

**EARLY VOTING LOCATIONS:**

(Localizaciones de Votación Adelantada):

Beaumont Courthouse-Main location  
 Port Arthur Sub-Courthouse  
 Rogers Park Recreation Center  
 Port Arthur Public Library **-TENTATIVE**  
 Theodore Johns Library  
 John Paul Davis Community Center  
 Marion & Ed Hughes Public Library  
 Groves Recreation Center  
 Effie & Wilton Hebert Library

1001 Pearl St., Beaumont, Texas  
 525 Lakeshore Dr., Port Arthur, Texas  
 6540 Gladys, Beaumont, Texas  
 4615 Ninth Ave, Port Arthur, Texas  
 4255 Fannett Rd., Beaumont, Texas  
 3580 E Lucas, Beaumont, Texas  
 2715 Nederland Ave., Nederland, Texas  
 6150 39<sup>th</sup> Street, Groves, Texas  
 2025 Merriman St., Port Neches, Texas

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones):

October 22 - 26 (Octubre 24 - 26)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
October 27 (Octubre 27)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
October 28 (Octubre 28)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
October 29 – November 2 (Octubre 29- Noviembre 2)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

Jefferson Co. J.P. Pet 4 Bldg (Judge Chesson's Courtroom)	19217 FM 365, Beaumont, Texas
Precinct One Service Center	20205 W. Hwy. 90, China, Texas
October 27 (Octubre 27)	Saturday (Sábado)
October 28 (Octubre 28)	Sunday (Domingo)
October 29 – November 2 (Octubre 29- Noviembre 2)	Monday – Friday (Lunes – Viernes)

### EXHIBIT B - ELECTION DAY VOTE CENTERS

Comm. Pct	Polling Location	Location Address	Location City & Zip Code
1--1	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
1--2	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
1--3	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
1--4	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
1--5	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
1--6	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
1--7	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
1--8	Precinct 1 Service Center	20205 W. Hwy. 90	Beaumont, TX 77713
1--9	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
1--10	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
2--1	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
2--2	Central Gardens Fire Station**	2026 Spurlock Rd.	Nederland, TX 77627
2--3	Groves Public Library **	5600 West Washington	Groves, TX 77619
2--4	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
2--5	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
2--6	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
2--7	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
2--8	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
2--9	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
2--10	Groves Activity Building **	6150 39th Street.	Groves, TX 77619
3--1	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
3--3	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
3--4	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
3--5	O W COLLINS RETIREMENT CTR	4440 GULFWAY DR.	Port Arthur, TX 77642
3--6	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
3--7	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
3--8	R.L. Gabby Eldridge Center	5262 S. Gulway Dr	Sabine Pass, TX 77655
3--9	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
3--10	Sam Houston Elementary	3245 36 <sup>th</sup> Street	Port Arthur, TX 77642
4--1	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
4--2	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
4--3	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
4--4	Hamshire-Fannett High School	12702 2nd St.	Hamshire, TX 77622
4--5	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
4--6	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
4--7	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
4--8	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
4--9	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
4--10	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705

### EXHIBIT C

## CALENDAR

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

**School Districts must adhere to all deadlines, even if on Spring Break.**

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

### **SEPTEMBER 1, 2018**

Prior to September 1, 2018, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

### **68<sup>th</sup> day before Election Day**

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

\*\*Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at [gudry@co.jefferson.tx.us](mailto:gudry@co.jefferson.tx.us).\*\*

### **60th day before Election Day**

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

### **60th day before Election Day - Continued**

Deadline to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us)

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

**\*\*Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.\*\***

#### **45th day before Election Day**

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

#### **30th day before Election Day**

Last day to register to vote or make a change of address effective for the election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

#### **21st day before Election Day**

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A [Record of Posting Notice of Election \(PDF\)](#) should be completed at the time of posting. (Sec. 4.005).

**4th day before Election Day**

Last day to vote early by personal appearance. (Sec. 85.001(a)).

**Election Day**

Polls open 7:00 A.M. – 7:00 P.M.

**30 days from date of final invoice**

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer

P O Box 1151,

Beaumont, Texas 77704-1151

## EXHIBIT D

## CONTRACT COSTS

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
Mandatory Signs	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
PROGRAMMING	
COUNTY COST	
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	
COUNTY COST	
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16



**JOINT ELECTION AGREEMENT AND  
ELECTION SERVICES CONTRACT  
BETWEEN JEFFERSON COUNTY  
AND City of Bevil Oaks**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Carolyn Guidry, County Clerk, and City of Bevil Oaks** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

**WHEREAS**, Political Subdivision is required to conduct an election on **November 6, 2018**;

**THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT** is made this 26th day of July, 2018, by and between the Political Subdivision of **City of Bevil Oaks**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Carolyn Guidry**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 6, 2018, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify  
Election Services Contract  
Last Updated: 7/20/2018

all early voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations per the attached Exhibit A – Early Voting Locations and Election Day polling locations per the attached Exhibit B – Election Day Vote Centers. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Election Services Contract

Last Updated: 7/20/2018

Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

**3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on Exhibit A – Early Voting Locations. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached Exhibit B – Election Day Vote Centers for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved.

Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached Exhibit C- CALENDAR

(f) Deliver to Contracting Officer, according to the attached Exhibit C - CALENDAR, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on Exhibit D – Contract Costs and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on November 6, 2018.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. Equipment leasing costs are listed on Exhibit D – Contract Costs.

- (b) Costs for ballot programming will be paid by each political subdivision for the number of election contests each has on the ballot according to costs as listed on Exhibit D - Contract Costs.

## 5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder

shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60<sup>th</sup> day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

## **6. DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

## **7. ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between City of Bevil Oaks and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

### 8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

**City of Bevil Oaks:** Becky Ford  
13560 River Oaks Blvd.  
Bevil Oaks, TX 77713

**JEFFERSON COUNTY:** Carolyn L. Guidry, County Clerk  
P. O. Box 1151  
Beaumont, TX 77704

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 20th day of July,  
20 18.

**City of Bevil Oaks** (seal)

By: Becky Ford  
Name: Becky Ford  
Title: Mayor

Attest: Kimberly Wadler

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 17th day of August,  
20 18.

**Jefferson County, Texas**

By: Jeff Branick  
Name: Jeff Branick  
Title: County Judge



(seal)

By: Carolyn L. Guidry  
Name: Carolyn L. Guidry  
Title: County Clerk

Attest: Byffy Good, Chief Deputy

## EXHIBIT A

### **NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR November 6, 2018, GENERAL AND JOINT ELECTIONS**

**(Aviso de locales y horario para elecciones adelantadas de Noviembre 6, 2018 Elecciones Generales y Conjunta)**

Early Voting by personal appearance will be conducted each weekday at:

(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

#### **EARLY VOTING LOCATIONS:**

(Localizaciones de Votacion Adelantada):

Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Public Library -TENTATIVE	4615 Ninth Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas
Marion & Ed Hughes Public Library	2715 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39 <sup>th</sup> Street, Groves, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas

#### **DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones):

October 22 - 26 (Octubre 24 - 26)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
October 27 (Octubre 27)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
October 28 (Octubre 28)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
October 29 – November 2 (Octubre 29- Noviembre 2)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.

#### **DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

Jefferson Co. J.P. Pet 4 Bldg (Judge Chesson's Courtroom)	19217 FM 365, Beaumont, Texas
Precinct One Service Center	20205 W. Hwy. 90, China, Texas
October 27 (Octubre 27)	Saturday (Sábado)
October 28 (Octubre 28)	Sunday (Domingo)
October 29 – November 2 (Octubre 29- Noviembre 2)	Monday – Friday (Lunes – Viernes)

**EXHIBIT B - ELECTION DAY VOTE CENTERS**

<b>Comm. Pct</b>	<b>Polling Location</b>	<b>Location Address</b>	<b>Location City &amp; Zip Code</b>
1--1	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
1--2	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
1--3	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
1--4	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
1--5	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
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2--1	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
2--2	Central Gardens Fire Station**	2026 Spurlock Rd.	Nederland, TX 77627
2--3	Groves Public Library **	5600 West Washington	Groves, TX 77619
2--4	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
2--5	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
2--6	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
2--7	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
2--8	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
2--9	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
2--10	Groves Activity Building **	6150 39th Street.	Groves, TX 77619
3--1	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
3--3	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
3--4	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
3--5	O W COLLINS RETIREMENT CTR	4440 GULFWAY DR.	Port Arthur, TX 77642
3--6	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
3--7	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
3--8	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
3--9	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
3--10	Sam Houston Elementary	3245 36 <sup>th</sup> Street	Port Arthur, TX 77642
4--1	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
4--2	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
4--3	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
4--4	Hamshire-Fannett High School	12702 2nd St.	Hamshire, TX 77622
4--5	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
4--6	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
4--7	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
4--8	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
4--9	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
4--10	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705

**EXHIBIT C**  
**CALENDAR**

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

**School Districts must adhere to all deadlines, even if on Spring Break.**

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

**SEPTEMBER 1, 2018**

Prior to September 1, 2018, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

**68<sup>th</sup> day before Election Day**

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

**\*\*Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us).\*\***

**60th day before Election Day**

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

### **60th day before Election Day - Continued**

Deadline to **cancel election** and incur **no fees** under the **Election Services Agreement**.

Deadline to receive **executed Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us)

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

**\*\*Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.\*\***

### **45th day before Election Day**

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

### **30th day before Election Day**

Last day to register to vote or make a change of address effective for the election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

### **21st day before Election Day**

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A Record of Posting Notice of Election (PDF) should be completed at the time of posting. (Sec. 4.005).

### **15th day before Election Day**

First day to vote early in person. (Sec. 85.001(a)).

**NOTE - Political Subdivisions Other than Cities and Counties:** Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

**NOTE – Cities and counties:** Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk's or city secretary's main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those "closed" days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city's two 12-hour days, when it must be open for the full 12 hours).

**NOTE - Cities:** Cities **must** choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

**NOTE - Independent School Districts:** Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

**NOTE - Joint Elections:** If entities are conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity's requirements should be neglected or subtracted as a result of a joint agreement.

### **10th day before Election Day**

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Secs. 1.006, 4.003(a)(3)).

**Cities and Counties – Weekend Early Voting Hours - Notice Requirement:** Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision's website, if one is maintained.

**NOTE - NEW LAW:** Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision's website, if the political subdivision maintains a website.

**4th day before Election Day**

Last day to vote early by personal appearance. (Sec. 85.001(a)).

**Election Day**

Polls open 7:00 A.M. – 7:00 P.M.

**30 days from date of final invoice**

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer  
P O Box 1151,  
Beaumont, Texas 77704-1151

## EXHIBIT D

## CONTRACT COSTS

<b>Voting Equipment</b>	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00

<b>Communication Devices</b>	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00

<b>Mandatory Signs</b>	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00

<b>PROGRAMMING</b>	<b>COUNTY COST</b>
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00

<b>BALLOT PRINTING</b>	<b>COUNTY COST</b>
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06

<b>SUPPLIES</b>	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16

**ORDER OF GENERAL ELECTION  
(ORDEN DE ELECCION GENERAL)**

An election is hereby ordered to be held on November 6, 2018, in Jefferson County, Texas, for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution:

(Por la presente se ordena que se lleve a cabo una elección el dia 6<sup>th</sup> de Noviembre, 2018, en el Condado de Jefferson, Texas, con el propósito de elegir los siguientes officials del condado y del precinto como requerido por el Articulo XVI, Sección 65, de la Constitución de Texas:)

(List Offices) ( Enúmere los puestos officials)

County Judge  
(Juez del Condado)

Judge, County Court at Law No. 1,  
(Juez, Corte de Ley del Condado Núm. 1,)

Judge, County Court at Law No. 2,  
(Juez, Corte de Ley del Condado Núm. 2)

Judge, County Court at Law No. 3,  
(Juez, Corte de Ley del Condado Núm. 3,)

County Clerk  
(Secretario del Condado)

County Treasurer  
(Tesorero del Condado)

County Commissioner, Precinct No. 2  
(Comisionado del Condado, Precinto Núm. 2)

County Commissioner, Precinct No. 4  
(Comisionado del Condado, Precinto Núm. 4)

Justice of the Peace, Precinct No. 1, Place 2  
(Juez de Paz, Precinto Núm. 1, Lugar 2)

Justice of the Peace, Precinct No. 2  
(Juez de Paz, Precinto Núm. 2)

Justice of the Peace, Precinct No. 4  
(Juez de Paz, Precinto Núm. 4)

Justice of the Peace, Precinct No. 6  
(Juez de Paz, Precinto Núm. 6)

Justice of the Peace, Precinct No. 7  
(Juez de Paz, Precinto Núm. 7)

Justice of the Peace, Precinct No. 8  
(Juez de Paz, Precinto Núm. 8)

## Location of Election Day Polling Places (Ubicación de las casillas electorales el Día de Elección)

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall**	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church**	3650 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 W. Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur YMCA	6760 9th Ave	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary	3245 36 <sup>th</sup> St.	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire-Fannett High School	12702 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705

\*\*Location Change (el cambio de ubicación)

***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR  
November 6, 2018, GENERAL AND JOINT ELECTIONS***  
***(Aviso de locales y horario para elecciones adelantadas de Noviembre 6, 2018  
Elecciones Generales y Conjunta)***

Early Voting by personal appearance will be conducted each weekday at:  
 (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

**EARLY VOTING LOCATIONS:**

(Localizaciones de Votacion Adelantada):

Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur YMCA	6760 9th Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas
Marion & Ed Hughes Public Library	2715 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39 <sup>th</sup> Street, Groves, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones):

October 22 - 26 (Octubre 24 - 26)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
October 27 (Octubre 27)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
October 28 (Octubre 28)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
October 29 – November 2 (Octubre 29- Noviembre 2)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

Jefferson Co. J.P. Pct. 4 Bldg. (Judge Chesson's Courtroom)	19217 FM 365, Beaumont, Texas
--	-------------------------------

Precinct One Service Center	20205 W. Hwy. 90, China, Texas
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October 29 – November 2 (Octubre 29- Noviembre 2)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.
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Application for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

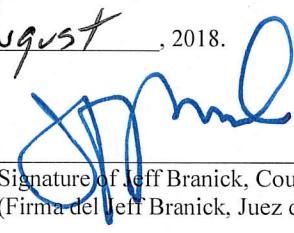
Carolyn L. Guidry  
P.O. Box 1151  
Beaumont, TX 77704-1151

Application for ballot by mail must be received no later than the close of business on October 26, 2018.  
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el 26 de Octubre, 2018)

Federal postcard applications must be received no later than the close of business on October 26, 2018.  
(La tarjeta Federal de solicitud deberán recibirse no más tardar de las horas de negocio el 26 de Octubre, 2018)

Issued this 13<sup>th</sup> day of August, 2018.

(Emitada esta dia 13<sup>th</sup> de August, 2018.

  
Signature of Jeff Branick, County Judge  
(Firma del Jeff Branick, Juez del Condado)



# Resolution

STATE OF TEXAS

§ COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§ OF JEFFERSON COUNTY, TEXAS

## ED HOLDER'S "Great Outdoors" Boat Ramp

**WHEREAS**, Ed Holder shared his extensive knowledge of outdoor opportunities and skills throughout his lifelong career as an outdoor writer, and was committed to improving public access to the abundant hunting and fishing in Southeast Texas; and

**WHEREAS**, Ed Holder began working in the early 1990's with Texas Parks and Wildlife (TPWD) Waterfowl & Wetland Biologist C.D. Stutzenbaker and former Jefferson County Precinct 3 Commissioner Waymon Hallmark to lead planning for construction of a boat ramp for public access to the Salt Bayou Unit of TPWD's J.D. Murphree Wildlife Management Area, Sea Rim State Park and McFaddin National Wildlife Refuge; and

**WHEREAS**, Ed Holder was a close friend and employee of Mr. Walter Umphrey who acquired the land for Walter Umphrey State Park at Keith Lake Fish Pass that includes public access to the Pass, ample parking and a public-use boat ramp that Mr. Umphrey fully intended to be named in honor of Ed Holder; and

**WHEREAS**, Ed Holder has been an advocate for public use of the remarkable hunting and fishing lands in Jefferson County and all of Southeast Texas, as well as a strong proponent of resource preservation and marsh acquisition and management.

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas does hereby honor Ed Holder for his dedicated service to promote public access to outdoor resources by naming the public boat ramp at Keith Lake the "Ed Holder's Great Outdoors Boat Ramp".

Signed this 13 of August, 2018.

JUDGE JEFF R. BRANICK  
County Judge



*Eddie Arnold*  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

*Michael S. Sinegal*  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

*Brent A. Weaver*  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

*Everette D. Dalfred*  
COMMISSIONER EVERETTE D. DALFRED  
Precinct No. 4

**AGENDA ITEM****August 13, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file an Order Calling Election For Creation of the Jefferson County Assistance District No. 4 and Imposition of a Sales and Use Tax pursuant to House Bill 1720 (80<sup>th</sup> Texas Legislature), Senate Bills 520 and 1233 (82<sup>nd</sup> Legislature) and Senate Bill 1167 (83<sup>rd</sup> Legislature) which amended Chapter 387, Local Government Code.

RECEIVED AUG - 7 2018

Jefferson County



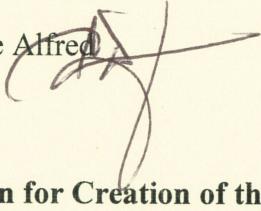
Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

## MEMO

TO: Ms. Loma George

FROM: Commissioner Everette Alfred 

DATE: August 7, 2018

RE: **Order Calling Election for Creation of the Jefferson County Assistance District No. 4 / November 2018 Election Ballot**

---

Please place this item on the Agenda for Monday, August 13, 2018.

Take all appropriate action on the Order Calling Election for Creation of the Jefferson County Assistance District No. 4 and Imposition of a Sales and Use Tax, to be located generally along the South line of Brooks Road to Denley Road to Smith Road to Interstate Highway 10 East to North line Smith Road, to Industrial Road to Interstate Highway 10 West.

cc: Hon. Carolyn Guidry, County Clerk

Thank you.

EA/nr

**ORDER CALLING ELECTION FOR CREATION OF THE JEFFERSON COUNTY  
ASSISTANCE DISTRICT NO. 4 AND IMPOSITION OF A SALES AND USE TAX**

WHEREAS, the Commissioners Court of Jefferson County (the "County") has determined that there are certain important public services, projects and programs that lack funding within the County; and

WHEREAS, the 80<sup>th</sup> Texas Legislature passed House Bill 1720 and the 82<sup>nd</sup> Texas Legislature passed Senate Bills 520 and 1233, and the 83<sup>rd</sup> Legislature passed Senate Bill 1167, all of which amended Chapter 387, Local Government Code (the "Act"), to authorize all counties to create county assistance districts and to adopt a local sales tax to assist in funding certain public services, projects and programs; and

WHEREAS, the Act provides that in order to create a county assistance district, a commissioners court of a county may call an election on the question of creating a county assistance district to perform certain functions within the district including the construction, maintenance, or improvement of roads or highways; the provision of law enforcement and detention services; the maintenance or improvement of libraries, museums, parks, or other recreational facilities; the provision of services that benefit the public health or welfare, including the provision of firefighting and fire prevention services, or the promotion of economic development and tourism; and

WHEREAS, the Commissioners Court of the County proposes to create the Jefferson County Assistance District No. 4 (the "District") to perform those functions stated in the Act, to have all powers as authorized by the Act, as amended from time to time, and to call an election on the question of creation of the District, defining the boundaries of the District as described by the property description in the attached **Exhibit A**, and the imposition by the District of a tax on the sale of all taxable items (as defined in the Act and the Tax Code, Chapters 151 and 323) within the District at a rate not to exceed one percent of the sales price of taxable item sold; and

WHEREAS, the County has determined that the combined rate of sales and use taxes imposed by political subdivisions of the State within the proposed boundaries of the District, including the rate to be imposed by the District, if approved at this election, would not exceed the maximum allowable rate; and

WHEREAS, as the District includes territory in the extraterritorial jurisdiction of the City of Beaumont, the County sent notice by certified mail as required by the Act to the governing body of the City of Beaumont of its intent to create the district prior to calling this election, and the County shall petition the governing body of the municipality for its written consent to the creation of the proposed district; and

WHEREAS, the Commissioners Court intends for the property description in the attached **Exhibit A** to form a closure and for the District to be located solely in the current limits of the extraterritorial jurisdiction of the City of Beaumont and in those areas of the County in which the current sales and use tax imposed by political subdivisions is one percent or less. To the extent that a mistake is made in the property description such that the boundaries of the District extend

into a municipality's corporate limits or the current extraterritorial jurisdiction of another municipality, or extend into an area in which less than one percent sales and use tax is currently available, that portion of the boundaries shall be deemed to be excluded from the District; and

WHEREAS, the County intends for the primary purpose of the District to be the construction, maintenance, or improvement of roads, highways, bridges and drainage facilities; and

WHEREAS, in addition to the primary purpose as stated above, the District may perform any other lawfully permitted purpose; and

WHEREAS, the Commissioners Court of the County wishes to proceed with the ordering of said election; NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY THAT:

Section 1. The matters and facts set out in the preamble of this order are hereby found and declared to be true and complete and are incorporated herein.

Section 2. Subject to the provisions of the Texas Election Code, the County will administer the election to be held on November 6, 2018, between the hours of 7:00 a.m. and 7:00 p.m. at the polling locations selected by the Jefferson County Elections Administrator, Carolyn L. Guidry (the "Administrator"), included on **Exhibit B**, that are designated for the purposed District, at which there shall be submitted the questions of the creation of the District and the imposition of a sales and use tax.

Section 3. The following proposition shall be submitted to the resident electors of the District:

### **PROPOSITION**

**SHALL JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4 BE CREATED AND A SALES AND USE TAX BE IMPOSED WITHIN THE BOUNDARIES OF THE DISTRICT AT THE RATE OF ONE PERCENT FOR THE PURPOSE OF FINANCING THE OPERATIONS OF THE DISTRICT?**

Section 4. Voting in the elections for the proposition shall be by the use of paper ballots or electronic voting system ballot, pursuant to the Texas Election Code. Ballots shall be available in both English and Spanish and which shall conform to the requirements of the Texas Election Code. The ballots used in the elections shall contain the following:

## OFFICIAL BALLOT

( ) FOR )  
( ) AGAINST )

AUTHORIZING THE CREATION OF  
THE JEFFERSON COUNTY  
ASSISTANCE DISTRICT NO. 4 AND  
THE IMPOSITION OF A SALES AND  
USE TAX AT THE RATE OF ONE  
PERCENT FOR THE PURPOSE OF  
FINANCING THE OPERATIONS OF  
THE DISTRICT

Each voter shall vote on the position by placing an "X" in the square beside the statement indicating the way he or she wishes to vote.

Section 5. Oral assistance in Spanish shall be made available to all persons requiring such assistance. Any person requiring oral assistance in Spanish should contact the presiding judge or early voting clerk.

Section 6. The boundaries of the District as described on **Exhibit A** attached hereto are hereby established by the Court. The Administrator shall appoint the presiding judges and clerks for the election. The Administrator may appoint, as he or she deems necessary, clerks to assist in the conduct of the election. If the regularly appointed presiding judge is unable to serve at the election, the alternate presiding judge shall serve as the presiding judge for the election. If the election is conducted by the regularly appointed presiding judge, he/she may appoint the alternate presiding judge as one of the clerks to serve at the election.

Section 7. The hours and locations at which early voting by personal appearance shall be conducted have been determined by the County pursuant to the Texas Election Code, and are shown on the attached **Exhibit C**. The clerk for early voting shall be the Administrator, and the place at which early voting by personal appearance shall be conducted is to be determined by the County. The Administrator shall appoint the early voting clerk for early voting. The early voting clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is P. O. Box 1151, Beaumont, Texas 77704-1151.

Section 8. The early voting ballot board shall be appointed by the Administrator.

Section 9. The election shall be held and conducted and returns shall be made to the Commissioners Court in accordance with the Texas Election Code as modified by Chapter 387, Texas Local Government Code.

Section 10. All qualified resident electors of the District shall be entitled to vote in the election.

Section 11. The County is the custodian of the election records and shall maintain election records in accordance with the Texas Election Code.

Section 12. The rate of pay for judges and clerks of the election shall be determined by the Administrator.

Section 13. In accordance with Section 4.003, Texas Election Code, the County is hereby directed to cause notice of this election to be published and/or posted in English and Spanish.

Section 14. In the event the election results favorably for the proposition submitted, the Jefferson County Assistance District No. 4 shall be created, the boundaries of the District shall be defined, and the District may impose a sales and use tax to finance any and all powers, functions, and operations of the District at a rate of one percent.

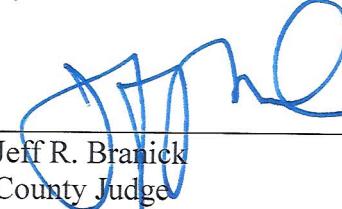
Section 15. The Commissioners Court and the officers and employees of the County are authorized and directed to take any action necessary to carry out the provisions of this order.

Section 16. The Jefferson County Attorney's Office is authorized and directed to take all necessary action and file appropriate letters and documentation with the U.S. Department of Justice, Voting Section, Civil Rights Division, to obtain clearance for the existence of the District, the elections called pursuant to this Order, and subsequent elections of the District.

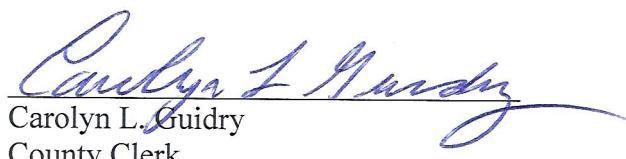
Section 17. It is hereby found that the meeting at which this Order has been considered and adopted is open to the public, as required by law, and the written notice of the time, place, and subject matter of said meeting, and of the proposed adoption of the Order, was given as required by Chapter 551, Texas Government Code. The Commissioners Court further ratifies and confirms said written notice and the contents and posting thereof.

[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED this AUGUST 13, 2018.

  
Jeff R. Branick  
County Judge

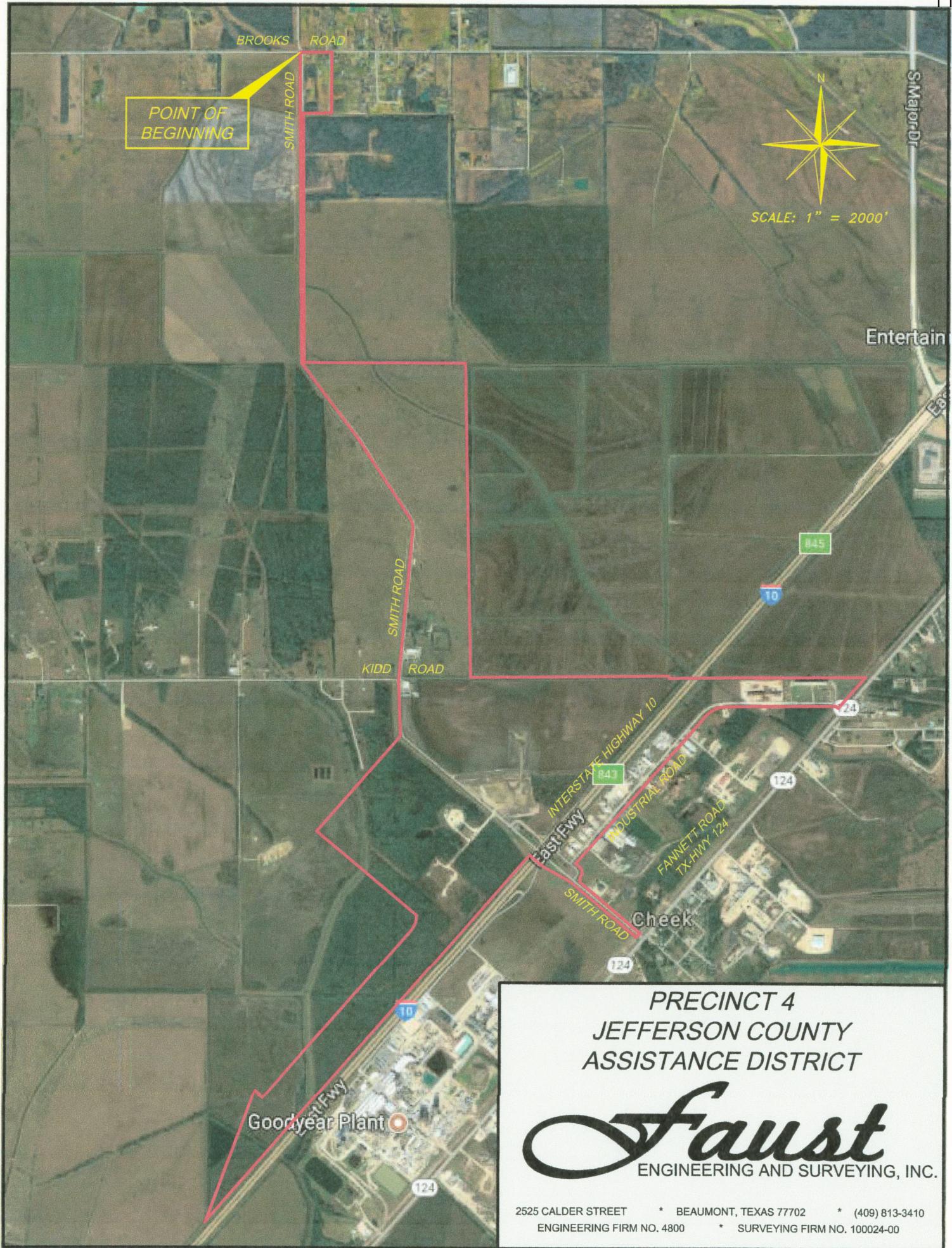
ATTEST:

  
Carolyn L. Guidry  
County Clerk

(SEAL)



**EXHIBIT A  
PROPERTY DESCRIPTION  
OF JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4**



# FAUST Engineering and Surveying, Inc.

Professional Engineers and Professional Surveyors  
 E-MAIL ADDRESS INFO@FAUSTENG.COM  
 2525 Calder Street  
 Beaumont, Texas 77702  
 Surveying Firm Registration No. 100024-00  
 Engineering Firm Registration No. 4800

Telephone (409) 813-3410  
 Fax (409) 813-3484

**BOUNDS DESCRIPTION FOR  
 JEFFERSON COUNTY PRECINCT 4  
 ASSISTANCE DISTRICT  
 JEFFERSON COUNTY, TEXAS**

**BEGINNING** at the intersection of the south right-of-way line of Brooks Road and the west right-of-way line of Smith Road;

**THENCE** Easterly crossing Smith Road and continuing along the said south line of Brooks Road to the intersection of the south line of Brooks Road with the east right-of-way line of Denley Road being the northwest corner of tract having a Jefferson County Appraisal District Property ID No. of 137689;

**THENCE** Southerly with the said east line of Denley Road and an extension of its said east line to the north line of a Lower Neches Valley Authority tract and being the southeast corner of tract

**THENCE** Westerly with the said north line of the LNVA tract, to the intersection with the said east line of Smith Road and being the southwest corner of a tract having a Jefferson County Appraisal District Property ID No. of 137663;

**THENCE** Southerly with the said east line of Smith Road, to the southwest corner of tract conveyed to Phelan and Phelan having a Jefferson County Appraisal District Property ID No. of 137680 and the northwest corner of a tract conveyed to Will Crenshaw having a Jefferson County Appraisal District Property ID No. of 398499;

**THENCE** Easterly with the north line of the Will Crenshaw tract and the north line of a tract conveyed to Will Crenshaw having a Jefferson County Appraisal District Property ID No. of 142045 to the northeast corner of the Crenshaw tract;

**THENCE** Southerly with the east line of said Will Crenshaw tract to a point on the north right-of-way line of Kidd Road; said point being the southeast corner of the said Will Crenshaw tract;

**THENCE** Easterly with the said north right-of-way line of said Kidd Road to the intersection of the west line of a tract conveyed to the Funchess Family Trust having a Jefferson County Appraisal District Property ID No. of 245630;

**THENCE** Southerly with the east right-of-way line of said Kidd Road and the west line of said Funchess Family Trust tract to the southwest corner of said Funchess Family Trust Tract;

**THENCE** Easterly with the south line of said Funchess tract to the west right-of-way line of Interstate Highway 10;

**THENCE** Easterly crossing said Interstate Highway 10 to the northwest corner of Industrial City, described in Volume 10, Page 118 in the Map Records of Jefferson County on the southeast line of Interstate Highway 10;

**THENCE** Easterly with the north line of said Industrial City to the intersection of the northwest right-of-way line of Fannett Road and being the northeast corner of Industrial City;

**THENCE** Southwesterly with the said west line of Fannett Road and the east line of said Industrial City, to the intersection of the south right-of-way line of Industrial Road;

**THENCE** Southwesterly with the said south line of Industrial Road to the intersection of the said east right-of-way line of Interstate Highway 10 turnout;

**THENCE** Southeasterly with the said east line of Interstate Highway 10 turnout to the north line of said Smith Road;

**THENCE** Southeasterly with the said north line of Smith Road to the intersection of the said west right-of-way line of Fannett Road;

**THENCE** Southwesterly crossing Smith Road, to the intersection of the south line of said Smith Road and the said west line of Fannett Road;

**THENCE** Northwesterly with the said south right-of-way line of Smith Road to the intersection of the said east right-of-way line of Interstate Highway 10;

**THENCE** Northwesterly crossing said Interstate Highway 10 to a point on the said west right-of-way line of Interstate Highway 10 and being the southeast corner of tract conveyed to Beaumont I-10 Partners, LP, having a Jefferson County Appraisal District Property ID No. of 139704;

**THENCE** Southwesterly with the said west right-of-way line of Interstate Highway 10 to the most southerly corner of a tract conveyed to Beaumont I-10

Partners, LP, having a Jefferson County Appraisal District Property ID No. of 137570;

**THENCE** Northeasterly with the west line of said Beaumont I-10 Partners LP to an exterior corner;

**THENCE** Southeasterly with an interior north line to a point for an interior ell corner;

**THENCE** Northeasterly with the west line of the Beaumont I-10 Partnership tract to the northwest corner of a Beaumont I-10 Partnership LP tract having a Jefferson County Appraisal District Property ID No. 241228;

**THENCE** Northwesterly to the southeast corner of a Beaumont I-10 Partnership LP tract having a Jefferson County Appraisal District Property ID No. 139681;

**THENCE** Northwesterly with the northeast line of the Beaumont I-10 Partnership tract to the northeast corner of said Beaumont I-10 Partnership tract;

**THENCE** Northeasterly along the north line of the said Beaumont I-10 Partnership LP tract (PID No. 137570) to the intersection of the said west line of Smith Road;

**THENCE** Northerly with the said west right-of-way line of Smith Road passing the Kidd Road right-of-way to the **POINT OF BEGINNING**.

This document was prepared under 22 TAC X663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Richard F. Faust, P.E.  
Registered Professional Land Surveyor No. 4782



**EXHIBIT B**  
**LIST OF POLLING LOCATIONS FOR**  
**NOVEMBER 6, 2018 ELECTION**

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Precincts Voting at Location (Precintos de votación en el Localización)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State, Zip code (Ciudad, Estado, Código postal)
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall**	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church**	3550 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77705
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur YMCA **	6760 9th Ave	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary **	3245 36th St	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire-Fannett High School **	12702 2nd St	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705

\*\*Location Change

**EXHIBIT C**  
**JEFFERSON COUNTY EARLY VOTING SCHEDULE**  
**NOVEMBER 6, 2018 ELECTION**



**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR  
November 6, 2018, GENERAL AND JOINT ELECTIONS**

**(Aviso de locales y horario para elecciones adelantadas de Noviembre 6, 2018)**  
**Eleciones Generales y Conjunta)**

Early Voting by personal appearance will be conducted each weekday at:  
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

**EARLY VOTING LOCATIONS:**

(Localizaciones de Votación Adelantada):

Beaumont Courthouse-Main location  
Port Arthur Sub-Courthouse  
Rogers Park Recreation Center  
Port Arthur Public Library -TENTATIVE  
Theodore Johns Library  
John Paul Davis Community Center  
Marion & Ed Hughes Public Library  
Groves Recreation Center  
Effie & Wilton Hebert Library

1001 Pearl St., Beaumont, Texas  
525 Lakeshore Dr., Port Arthur, Texas  
6540 Gladys, Beaumont, Texas  
4615 Ninth Ave, Port Arthur, Texas  
4255 Fannett Rd., Beaumont, Texas  
3580 E Lucas, Beaumont, Texas  
2715 Nederland Ave., Nederland, Texas  
6150 39<sup>th</sup> Street, Groves, Texas  
2025 Merriman St., Port Neches, Texas

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones):

October 22 - 26 (Octubre 24 - 26)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
October 27 (Octubre 27)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
October 28 (Octubre 28)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
October 29 – November 2 (Octubre 29- Noviembre 2)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

Jefferson Co. J.P. Pct 4 Bldg (Judge Chesson's Courtroom) Precinct One Service Center	19217 FM 365, Beaumont, Texas  20205 W. Hwy. 90, China, Texas
October 29 – November 2 (Octubre 29- Noviembre 2)	Monday – Friday (Lunes – Viernes) 7:00 a.m. - 7:00 p.m.

**AGENDA ITEM****August 13, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Demolition Waiver to the City of Port Arthur Community Development Department-Demolition Division for property located at 5411 Marian Anderson Ave., Lot 8 TR 13, Block 8, RG O Palco Addition.

## DEMOLITION WAIVER

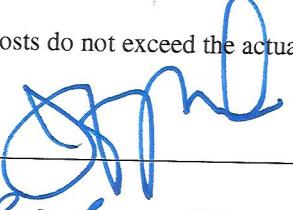
City of Port Arthur  
 Community Development Department—Demolition Division  
 444 4th Street—P. O. Box 1089, Port Arthur, TX 77641-1089  
 (409) 983-8209/(409) 983-8250

I, Jefferson County am the owner of a Residence/Garage  
 (Owner's Name) (Description of Building(s))

at 5411 Marian Anderson Avenue legally described as Lot 8 TR 13 Block 8  
 (Street Address) (Legal Description)

RG O Palco Addition

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

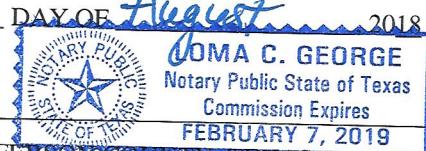
Signature(s):  County Judge

Mailing Address: P.O. Box 9025

Telephone Number(s): 409-835-8446

SUBSCRIBED AND SWORN BEFORE ME THIS 13<sup>th</sup> DAY OF August, 2018

Roma C. George



NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS  
 MY COMMISSION EXPIRES: Feb. 7, 2019

APPROVED BY CITY STAFF: \_\_\_\_\_

# 5411 Marian Anderson Avenue



# 5411 Marian Anderson Avenue



**AGENDA ITEM****August 13, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Mutual Aid Agreement between Jefferson County and Emergency Services District No. 4 (ESD4) pursuant to Section 418.002, Government Code.

**STATE OF TEXAS****MUTUAL AID AGREEMENT****COUNTY OF JEFFERSON**

WHEREAS, Chapter 751 of the Texas Government Code Authorizes agreements between political subdivisions of the state in order to more efficiently provide services to the citizens of the State of Texas, and;

WHEREAS, local government authorities have a responsibility to act in time of emergency as provided by Chapter 418 of the Government Code, also known as the Texas Disaster Act of 1975, for the purposes expressed in Sec. 418.002 of the act, and;

WHEREAS, Jefferson County, a political subdivision of the State of Texas, and Emergency Services District 4 (ESD4), a political subdivision of the State of Texas, desire to mutually cooperate to aid one another in time of emergency, the party providing aid, hereinafter referred to as the “providing jurisdiction” and the party receiving aid, hereinafter referred as the “receiving jurisdiction,”

NOW, THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. The providing jurisdiction hereby agrees to provide, through its Emergency Management Department or equivalent, in consultation with its elected officials or designees and pursuant to its emergency management plan, such mutual aid as may be requested by the requesting jurisdiction for emergency conditions as defined by the Texas Disaster Act of 1975. The aid rendered shall be to the extent of available personnel and equipment not required for the minimum needs of the providing jurisdiction. The judgment of the providing jurisdiction shall be final decision as to the personnel and equipment so available. Any requests for aid must be verified, in written form to the governing body of the providing jurisdiction or its designee.
2. Personnel dispatched to the aid of another jurisdiction shall remain the employees of the providing jurisdiction, but shall work under the supervision of the requesting jurisdiction. The providing jurisdiction retains the right to withdraw any and all aid rendered, at any time, when in the sole judgment of the providing jurisdiction, such action is necessary or advisable.
3. The providing jurisdiction will render such aid to the requesting jurisdiction, and the requesting jurisdiction agrees to compensate the providing jurisdiction for costs incurred as expeditiously as possible. It is specifically understood and agreed between the parties that the providing jurisdiction will seek, if available, reimbursement from other potential sources for the services provided to the requesting jurisdiction. It is further understood and agreed that the requesting jurisdiction will reimburse the requesting jurisdiction, in full, for those expenses that relate directly to the services the providing jurisdiction rendered for the

requesting jurisdiction. In this regard it is understood that the receiving jurisdiction will reimburse the providing jurisdiction for straight time, overtime, or emergency time rates the providing jurisdiction is required to pay at the time as well as or reasonable charges for equipment used.

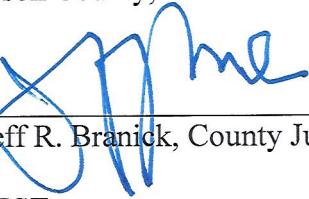
4. The providing jurisdictions will maintain workers compensation coverage for its employees and, at its sole option, may provide liability insurance coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement.
5. It is understood that, in order for any providing jurisdiction to receive payment for aid provided, they must comply with procedures for submitting documentation that clearly itemizes and supports their claim and that if adequate documentation supporting the claim is not timely submitted, payment for the services/aid rendered will be denied until such deficiencies are corrected. It is further agreed that the requesting jurisdiction will maintain copies of all documentation submitted in support of their claim until released by the County. The parties hereby acknowledge that they have received adequate information to enable them to properly prepare and submit their claims for payment.
6. Neither party to this agreement shall be liable for its failure or refusal to render aid pursuant to this agreement and no third person is entitled to rely on this agreement as the basis for any claim against any party hereto.
7. This agreement shall be effective on the last date executed by any party hereto and shall remain in full force and effect unless and until terminated by a party by giving written notice of such termination to the governing body of the other party at the place at which regular meetings of that body are held.
8. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.
10. Requests for aid should be made to:

Jefferson County, Texas  
Michael R. White, Coordinator  
Emergency Management Department  
1149 Pearl St., First Floor  
Beaumont, Texas 77701  
409-835-8757

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties signatures hereto being duly authorized by the appropriate action of their respective governing bodies as required by law.

Date: 8/13/18

Jefferson County, Texas

By:   
Jeff R. Branick, County Judge

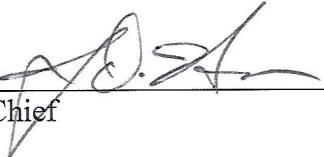
ATTEST:

By:   
Carolyn Guidry, County Clerk



Date: 07 AUG 2018

JEFFERSON COUNTY ESD NO. 4

By:   
Chief

ATTEST:

By: \_\_\_\_\_

**AGENDA ITEM****August 13, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Mutual Aid Agreement between Jefferson County and Hamshire Volunteer Fire Department (HVFD) pursuant to Section 418.002, Government Code.

**STATE OF TEXAS****MUTUAL AID AGREEMENT****COUNTY OF JEFFERSON**

WHEREAS, Chapter 751 of the Texas Government Code Authorizes agreements between political subdivisions of the state in order to more efficiently provide services to the citizens of the State of Texas, and;

WHEREAS, local government authorities have a responsibility to act in time of emergency as provided by Chapter 418 of the Government Code, also known as the Texas Disaster Act of 1975, for the purposes expressed in Sec. 418.002 of the act, and;

WHEREAS, Jefferson County, a political subdivision of the State of Texas, and Hamshire Volunteer Fire Department (HVFD), a political subdivision of the State of Texas, desire to mutually cooperate to aid one another in time of emergency, the party providing aid, hereinafter referred to as the "providing jurisdiction" and the party receiving aid, hereinafter referred as the "receiving jurisdiction,"

NOW, THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. The providing jurisdiction hereby agrees to provide, through its Emergency Management Department or equivalent, in consultation with its elected officials or designees and pursuant to its emergency management plan, such mutual aid as may be requested by the requesting jurisdiction for emergency conditions as defined by the Texas Disaster Act of 1975. The aid rendered shall be to the extent of available personnel and equipment not required for the minimum needs of the providing jurisdiction. The judgment of the providing jurisdiction shall be final decision as to the personnel and equipment so available. Any requests for aid must be verified, in written form to the governing body of the providing jurisdiction or its designee.
2. Personnel dispatched to the aid of another jurisdiction shall remain the employees of the providing jurisdiction, but shall work under the supervision of the requesting jurisdiction. The providing jurisdiction retains the right to withdraw any and all aid rendered, at any time, when in the sole judgment of the providing jurisdiction, such action is necessary or advisable.
3. The providing jurisdiction will render such aid to the requesting jurisdiction, and the requesting jurisdiction agrees to compensate the providing jurisdiction for costs incurred as expeditiously as possible. It is specifically understood and agreed between the parties that the providing jurisdiction will seek, if available, reimbursement from other potential sources for the services provided to the requesting jurisdiction. It is further understood and agreed that the requesting jurisdiction will reimburse the requesting jurisdiction, in full, for those expenses that relate directly to the services the providing jurisdiction rendered for the

requesting jurisdiction. In this regard it is understood that the receiving jurisdiction will reimburse the providing jurisdiction for straight time, overtime, or emergency time rates the providing jurisdiction is required to pay at the time as well as or reasonable charges for equipment used.

4. The providing jurisdictions will maintain workers compensation coverage for its employees and, at its sole option, may provide liability insurance coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement.
5. It is understood that, in order for any providing jurisdiction to receive payment for aid provided, they must comply with procedures for submitting documentation that clearly itemizes and supports their claim and that if adequate documentation supporting the claim is not timely submitted, payment for the services/aid rendered will be denied until such deficiencies are corrected. It is further agreed that the requesting jurisdiction will maintain copies of all documentation submitted in support of their claim until released by the County. The parties hereby acknowledge that they have received adequate information to enable them to properly prepare and submit their claims for payment.
6. Neither party to this agreement shall be liable for its failure or refusal to render aid pursuant to this agreement and no third person is entitled to rely on this agreement as the basis for any claim against any party hereto.
7. This agreement shall be effective on the last date executed by any party hereto and shall remain in full force and effect unless and until terminated by a party by giving written notice of such termination to the governing body of the other party at the place at which regular meetings of that body are held.
8. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.
10. Requests for aid should be made to:

Jefferson County, Texas  
Michael R. White, Coordinator  
Emergency Management Department  
1149 Pearl St., First Floor  
Beaumont, Texas 77701  
409-835-8757

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties signatures hereto being duly authorized by the appropriate action of their respective governing bodies as required by law.

Date: 8/13/18

Jefferson County, Texas

By: Jeff R. Branick  
Jeff R. Branick, County Judge

ATTEST:

By Carolyn Guidry  
Carolyn Guidry, County Clerk

Date: 8-7-18

Hamshire VFD

By: Jeff Ober  
Chief

ATTEST:

By: \_\_\_\_\_



**AGENDA ITEM****August 13, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Mutual Aid Agreement between Jefferson County and Emergency Services District No. 3 (ESD3) pursuant to Section 418.002, Government Code.

**STATE OF TEXAS**  
**COUNTY OF JEFFERSON**

**MUTUAL AID AGREEMENT**

WHEREAS, Chapter 751 of the Texas Government Code Authorizes agreements between political subdivisions of the state in order to more efficiently provide services to the citizens of the State of Texas, and;

WHEREAS, local government authorities have a responsibility to act in time of emergency as provided by Chapter 418 of the Government Code, also known as the Texas Disaster Act of 1975, for the purposes expressed in Sec. 418.002 of the act, and;

WHEREAS, Jefferson County, a political subdivision of the State of Texas, and Emergency Services District 3 (ESD3), a political subdivision of the State of Texas, desire to mutually cooperate to aid one another in time of emergency, the party providing aid, hereinafter referred to as the "providing jurisdiction" and the party receiving aid, hereinafter referred as the "receiving jurisdiction,"

NOW, THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. The providing jurisdiction hereby agrees to provide, through its Emergency Management Department or equivalent, in consultation with its elected officials or designees and pursuant to its emergency management plan, such mutual aid as may be requested by the requesting jurisdiction for emergency conditions as defined by the Texas Disaster Act of 1975. The aid rendered shall be to the extent of available personnel and equipment not required for the minimum needs of the providing jurisdiction. The judgment of the providing jurisdiction shall be final decision as to the personnel and equipment so available. Any requests for aid must be verified, in written form to the governing body of the providing jurisdiction or its designee.
2. Personnel dispatched to the aid of another jurisdiction shall remain the employees of the providing jurisdiction, but shall work under the supervision of the requesting jurisdiction. The providing jurisdiction retains the right to withdraw any and all aid rendered, at any time, when in the sole judgment of the providing jurisdiction, such action is necessary or advisable.
3. The providing jurisdiction will render such aid to the requesting jurisdiction, and the requesting jurisdiction agrees to compensate the providing jurisdiction for costs incurred as expeditiously as possible. It is specifically understood and agreed between the parties that the providing jurisdiction will seek, if available, reimbursement from other potential sources for the services provided to the requesting jurisdiction. It is further understood and agreed that the requesting jurisdiction will reimburse the requesting jurisdiction, in full, for those expenses that relate directly to the services the providing jurisdiction rendered for the

requesting jurisdiction. In this regard it is understood that the receiving jurisdiction will reimburse the providing jurisdiction for straight time, overtime, or emergency time rates the providing jurisdiction is required to pay at the time as well as or reasonable charges for equipment used.

4. The providing jurisdictions will maintain workers compensation coverage for its employees and, at its sole option, may provide liability insurance coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement.
5. It is understood that, in order for any providing jurisdiction to receive payment for aid provided, they must comply with procedures for submitting documentation that clearly itemizes and supports their claim and that if adequate documentation supporting the claim is not timely submitted, payment for the services/aid rendered will be denied until such deficiencies are corrected. It is further agreed that the requesting jurisdiction will maintain copies of all documentation submitted in support of their claim until released by the County. The parties hereby acknowledge that they have received adequate information to enable them to properly prepare and submit their claims for payment.
6. Neither party to this agreement shall be liable for its failure or refusal to render aid pursuant to this agreement and no third person is entitled to rely on this agreement as the basis for any claim against any party hereto.
7. This agreement shall be effective on the last date executed by any party hereto and shall remain in full force and effect unless and until terminated by a party by giving written notice of such termination to the governing body of the other party at the place at which regular meetings of that body are held.
8. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.
10. Requests for aid should be made to:

Jefferson County, Texas  
Michael R. White, Coordinator  
Emergency Management Department  
1149 Pearl St., First Floor  
Beaumont, Texas 77701  
409-835-8757

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties signatures hereto being duly authorized by the appropriate action of their respective governing bodies as required by law.

Date: 8/3/18

Jefferson County, Texas

By: JR Branick  
Jeff R. Branick, County Judge

ATTEST:

By Carolyn Guidry  
Carolyn Guidry, County Clerk

Date: 8-3-18

JCESD #3

By: Doug Saunders  
Chief

ATTEST:

By: \_\_\_\_\_



**AGENDA ITEM****August 13, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Mutual Aid Agreement between Jefferson County and Jefferson County Water District No. 10 (WD10) pursuant to Section 418.002, Government Code.

**STATE OF TEXAS**  
**COUNTY OF JEFFERSON**

**MUTUAL AID AGREEMENT**

WHEREAS, Chapter 751 of the Texas Government Code Authorizes agreements between political subdivisions of the state in order to more efficiently provide services to the citizens of the State of Texas, and;

WHEREAS, local government authorities have a responsibility to act in time of emergency as provided by Chapter 418 of the Government Code, also known as the Texas Disaster Act of 1975, for the purposes expressed in Sec. 418.002 of the act, and;

WHEREAS, Jefferson County, a political subdivision of the State of Texas, and Water District 10 (WD10), a political subdivision of the State of Texas, desire to mutually cooperate to aid one another in time of emergency, the party providing aid, hereinafter referred to as the "providing jurisdiction" and the party receiving aid, hereinafter referred as the "receiving jurisdiction,"

NOW, THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. The providing jurisdiction hereby agrees to provide, through its Emergency Management Department or equivalent, in consultation with its elected officials or designees and pursuant to its emergency management plan, such mutual aid as may be requested by the requesting jurisdiction for emergency conditions as defined by the Texas Disaster Act of 1975. The aid rendered shall be to the extent of available personnel and equipment not required for the minimum needs of the providing jurisdiction. The judgment of the providing jurisdiction shall be final decision as to the personnel and equipment so available. Any requests for aid must be verified, in written form to the governing body of the providing jurisdiction or its designee.
2. Personnel dispatched to the aid of another jurisdiction shall remain the employees of the providing jurisdiction, but shall work under the supervision of the requesting jurisdiction. The providing jurisdiction retains the right to withdraw any and all aid rendered, at any time, when in the sole judgment of the providing jurisdiction, such action is necessary or advisable.
3. The providing jurisdiction will render such aid to the requesting jurisdiction, and the requesting jurisdiction agrees to compensate the providing jurisdiction for costs incurred as expeditiously as possible. It is specifically understood and agreed between the parties that the providing jurisdiction will seek, if available, reimbursement from other potential sources for the services provided to the requesting jurisdiction. It is further understood and agreed that the requesting jurisdiction will reimburse the requesting jurisdiction, in full, for those expenses that relate directly to the services the providing jurisdiction rendered for the requesting jurisdiction. In this regard it is understood that the receiving jurisdiction will

reimburse the providing jurisdiction for straight time, overtime, or emergency time rates the providing jurisdiction is required to pay at the time as well as or reasonable charges for equipment used.

4. The providing jurisdictions will maintain workers compensation coverage for its employees and, at its sole option, may provide liability insurance coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement.
5. It is understood that, in order for any providing jurisdiction to receive payment for aid provided, they must comply with procedures for submitting documentation that clearly itemizes and supports their claim and that if adequate documentation supporting the claim is not timely submitted, payment for the services/aid rendered will be denied until such deficiencies are corrected. It is further agreed that the requesting jurisdiction will maintain copies of all documentation submitted in support of their claim until released by the County. The parties hereby acknowledge that they have received adequate information to enable them to properly prepare and submit their claims for payment.
6. Neither party to this agreement shall be liable for its failure or refusal to render aid pursuant to this agreement and no third person is entitled to rely on this agreement as the basis for any claim against any party hereto.
7. This agreement shall be effective on the last date executed by any party hereto and shall remain in full force and effect unless and until terminated by a party by giving written notice of such termination to the governing body of the other party at the place at which regular meetings of that body are held.
8. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.
10. Requests for aid should be made to:

Jefferson County, Texas  
Michael R. White, Coordinator  
Emergency Management Department  
1149 Pearl St., First Floor  
Beaumont, Texas 77701  
409-835-8757

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties signatures hereto being duly authorized by the appropriate action of their respective governing bodies as required by law.

Date: 8/13/18

Jefferson County, Texas

By: Jeff R. Branick, County Judge

ATTEST:

By Carolyn Guidry, County Clerk



Date: 8/7/2018

JCLW/CID#10

By: Lane Wood  
Chief

ATTEST:

By: \_\_\_\_\_

**AGENDA ITEM****August 13, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Mutual Aid Agreement between Jefferson County and Emergency Services District No. 1 (ESD1) pursuant to Section 418.002, Government Code.

**STATE OF TEXAS****MUTUAL AID AGREEMENT****COUNTY OF JEFFERSON**

WHEREAS, Chapter 751 of the Texas Government Code Authorizes agreements between political subdivisions of the state in order to more efficiently provide services to the citizens of the State of Texas, and;

WHEREAS, local government authorities have a responsibility to act in time of emergency as provided by Chapter 418 of the Government Code, also known as the Texas Disaster Act of 1975, for the purposes expressed in Sec. 418.002 of the act, and;

WHEREAS, Jefferson County, a political subdivision of the State of Texas, and Emergency Services District 1 (ESD1), a political subdivision of the State of Texas, desire to mutually cooperate to aid one another in time of emergency, the party providing aid, hereinafter referred to as the "providing jurisdiction" and the party receiving aid, hereinafter referred as the "receiving jurisdiction,"

NOW, THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. The providing jurisdiction hereby agrees to provide, through its Emergency Management Department or equivalent, in consultation with its elected officials or designees and pursuant to its emergency management plan, such mutual aid as may be requested by the requesting jurisdiction for emergency conditions as defined by the Texas Disaster Act of 1975. The aid rendered shall be to the extent of available personnel and equipment not required for the minimum needs of the providing jurisdiction. The judgment of the providing jurisdiction shall be final decision as to the personnel and equipment so available. Any requests for aid must be verified, in written form to the governing body of the providing jurisdiction or its designee.
2. Personnel dispatched to the aid of another jurisdiction shall remain the employees of the providing jurisdiction, but shall work under the supervision of the requesting jurisdiction. The providing jurisdiction retains the right to withdraw any and all aid rendered, at any time, when in the sole judgment of the providing jurisdiction, such action is necessary or advisable.
3. The providing jurisdiction will render such aid to the requesting jurisdiction, and the requesting jurisdiction agrees to compensate the providing jurisdiction for costs incurred as expeditiously as possible. It is specifically understood and agreed between the parties that the providing jurisdiction will seek, if available, reimbursement from other potential sources for the services provided to the requesting jurisdiction. It is further understood and agreed that the requesting jurisdiction will reimburse the requesting jurisdiction, in full, for those expenses that relate directly to the services the providing jurisdiction rendered for the

requesting jurisdiction. In this regard it is understood that the receiving jurisdiction will reimburse the providing jurisdiction for straight time, overtime, or emergency time rates the providing jurisdiction is required to pay at the time as well as or reasonable charges for equipment used.

4. The providing jurisdictions will maintain workers compensation coverage for its employees and, at its sole option, may provide liability insurance coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement.
5. It is understood that, in order for any providing jurisdiction to receive payment for aid provided, they must comply with procedures for submitting documentation that clearly itemizes and supports their claim and that if adequate documentation supporting the claim is not timely submitted, payment for the services/aid rendered will be denied until such deficiencies are corrected. It is further agreed that the requesting jurisdiction will maintain copies of all documentation submitted in support of their claim until released by the County. The parties hereby acknowledge that they have received adequate information to enable them to properly prepare and submit their claims for payment.
6. Neither party to this agreement shall be liable for its failure or refusal to render aid pursuant to this agreement and no third person is entitled to rely on this agreement as the basis for any claim against any party hereto.
7. This agreement shall be effective on the last date executed by any party hereto and shall remain in full force and effect unless and until terminated by a party by giving written notice of such termination to the governing body of the other party at the place at which regular meetings of that body are held.
8. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.
10. Requests for aid should be made to:

Jefferson County, Texas  
Michael R. White, Coordinator  
Emergency Management Department  
1149 Pearl St., First Floor  
Beaumont, Texas 77701  
409-835-8757

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties signatures hereto being duly authorized by the appropriate action of their respective governing bodies as required by law.

Date: 8/13/18

Jefferson County, Texas

By: Jeff R. Branick  
Jeff R. Branick, County Judge

ATTEST:

By Carolyn L Guidry  
Carolyn Guidry, County Clerk



Date: Aug. 7, 2018

Jefferson Co. E.S.D. #1

By: Jeff Branick  
Chief

ATTEST:

By: \_\_\_\_\_



Joleen E. Fregia  
 Chief Deputy  
 E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

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

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

August 2, 2018

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

Gentlemen:

Enclosed is the Investment Schedule as of July 31, 2018, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.774%. The interest rate on funds invested in an investment account at Wells Fargo is currently .70%.

The 90 day Treasury discount rate on July 31, 2018 was 2.018% and the interest on your checking accounts for the month of July was .70%

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

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

This should be on the agenda August 13, 2018, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for July, 2018,  
 including the year to date total earnings on County funds.

**JEFFERSON COUNTY**  
**MONTH END JULY 31, 2018 INVESTMENT SCHEDULE**

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid to date	BOOK VALUE	ACCRUED INT.	
<b>POOLED CASH ACCOUNT</b>																		
INVESTMENT ACCT	01-Jul-18	\$7,761.95	\$7,761.95	100	0.700%	31-Jul-18	None	31	31	7580310386	WELLS FARGO	\$7,761.95					\$7,761.95	
<b>CDS and Securities</b>																		
FNMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.375%	21-Jun-19	21-Dec-16	325	1095	3136G3RD9	WELLS SECURITIES	\$1,980,440.00	\$99.02	\$2,055.56	\$55,000.00	\$1,983,495.56		
FHLMC 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.400%	21-Jun-19	21-Dec-16	325	1095	3136G3RM9	NATIONAL ALLIANCE	\$1,982,260.00	\$99.11	\$3,111.11	\$66,000.00	\$1,985,371.11		
FHLMC 1.25%	30-Sep-16	\$2,000,000.00	\$2,000,000.00	100	1.250%	30-Sep-19	30-Mar-16	426	1095	3136GAHW7	NATIONAL ALLIANCE	\$1,970,200.00	\$98.51	\$2,263.89	\$37,500.00	\$1,978,463.89		
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00	100	1.300%	18-Oct-19	18-Jan-17	444	1095	3136GAHP5	NATIONAL ALLIANCE	\$1,989,780.00	\$98.49	\$7,438.99	\$39,000.00	\$1,977,218.99		
FNMA 1.80%	16-Oct-20	\$2,000,000.00	\$2,000,000.00	100	1.800%	16-Oct-20	16-Apr-17	808	1096	3136G4PQ0	COASTAL SECURITIES	\$1,952,980.00	\$97.65	\$10,500.00	\$18,000.00	\$1,963,480.00		
FHLB 1.98%	06-Nov-17	\$2,500,000.00	\$2,500,000.00	100	1.980%	05-Nov-20	05-Feb-18	828	1095	3136ACLP7	COASTAL SECURITIES	\$1,981,480.00	\$98.07	\$9,100.00	\$20,041.67	\$1,970,580.00		
FHLB 2.20%	29-Jan-18	\$2,500,000.00	\$2,500,000.00	100	2.200%	29-Jan-21	29-Jan-19	913	1096	3130ADC26	NATIONAL ALLIANCE	\$2,454,300.00	\$98.17	\$305.56	\$27,500.00	\$2,454,605.56		
FFCB 2.47%	12-Feb-18	\$2,000,000.00	\$2,000,000.00	100	2.470%	12-Feb-21	28-Feb-19	943	1096	3135EJCK3	NATIONAL ALLIANCE	\$1,977,000.00	\$98.85	\$23,190.56	\$90.00	\$2,000,190.56		
FHLMC 2.42%	28-Feb-18	\$2,000,000.00	\$2,000,000.00	100	2.420%	28-Feb-21	28-Feb-19	943	1096	3136GSDF9	FTN CAPITAL MARKETS	\$1,977,400.00	\$98.87	\$20,570.00	\$0.00	\$1,997,970.00		
FNMA 2.75%	30-Apr-18	\$2,000,000.00	\$2,000,000.00	100	2.750%	30-Apr-21	30-Oct-18	1004	1096	3136G4SH7	HILLTOP SECURITIES	\$1,980,560.00	\$99.03	\$13,902.78	\$0.00	\$1,994,462.78		
FHLMC 1.30%	23-Aug-16	\$4,000,000.00	\$4,000,000.00	100	1.300%	23-Aug-19	23-Jan-17	398	1095	3136G4AF1	COASTAL SECURITIES	\$3,948,960.00	\$98.72	\$22,822.72	\$78,000.00	\$3,971,782.22		
FNMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00	100	1.550%	27-Dec-19	27-Jun-17	514	1095	3136G4JK0	NATIONAL ALLIANCE	\$1,971,000.00	\$98.15	\$5,927.78	\$46,500.00	\$1,973,927.78		
FHLMC 1.70%	30-Jun-17	\$2,000,000.00	\$2,000,000.00	100	1.700%	29-Jun-20	29-Sep-17	659	1095	3136GBVT6	NATIONAL ALLIANCE	\$1,983,140.00	\$98.15	\$3,022.22	\$33,905.56	\$1,986,162.22		
FHLMC 1.85%	24-Jul-17	\$2,000,000.00	\$2,000,000.00	100	1.850%	24-Jul-20	24-Oct-17	724	1096	3136GBZE5	NATIONAL ALLIANCE	\$1,982,860.00	\$98.14	\$719.44	\$37,000.00	\$1,983,579.44		
ICD-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00	100	1.350%	12-Feb-19	None	196	1096	05580ADT8	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,550.17	\$6,705.17	\$249,550.17		
ICD-Discover Br. 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	None	105	1096	254672WL8	WELLS SECURITIES	\$248,000.00	\$100.00	\$558.83	\$9,914.56	\$248,858.83		
ICD-Ally Bank 1.65%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.650%	13-Nov-18	None	105	1096	02068LVQ3	WELLS SECURITIES	\$248,000.00	\$100.00	\$565.83	\$9,914.56	\$248,855.83		
* (Investment CDs)																		
<b>INVESTMENT ACCT</b>																		
<b>CDs and Securities</b>																		
<b>TOTALS ALL ACCTS:</b>		\$31,499,761.95	\$31,500,444.90		1.774%		2.620%			632		DAYs		\$31,044,360.00	\$7,761.95			
<b>PLEDGE COLLATERAL REPORT WELLSFARGO</b>																		
<b>ALL COUNTY FUNDS</b>																		
AS OF JULY 31, 2018																		
MARKET VALUE OF PLEDGE SECURITIES		\$95,407,936.91																
BALANCE IN ALL ACCOUNTS:		\$60,028,570.64																
OVER OR (UNDER) AMOUNT:		\$35,375,366.27																
		168.94%																
<b>JULY, 2018, JEFFERSON COUNTY INVESTMENT MATURITIES</b>																		
<b>MATURED SECURITIES AND INTEREST EARNED</b>																		
<b>SECURITY DESCRIPTION</b>	<b>PURCHASE DATE</b>	<b>PAR AMOUNT</b>	<b>AMOUNT INVESTED</b>	<b>PRICE PAID</b>	<b>EXP. YIELD</b>	<b>MATURITY DATE</b>	<b>Coupon Pay Date</b>	<b># DAYS INVEST.</b>		<b>CUSIP/C.D. NUMBER</b>	<b>BROKER DEALER</b>	<b>INTEREST EARNINGS</b>						
<b>POOLED CASH ACCOUNT</b>																		
INVESTMENT ACCT	01-Jul-18	\$7,761.95	\$7,761.95	0.700%	31-Jul-18			31		7580310386	WELLS FARGO	\$4.61						
FHLMC 1.85%	24-Jul-17	\$2,000,000.00	\$2,000,000.00	100	1.850%	24-Jul-20	24-Jul-18	1096		3134GBZE5	NATIONAL ALLIANCE	\$18,500.00	<b>COUPON</b>					
FHLB 2.20%	29-Jan-18	\$2,500,000.00	\$2,500,000.00	100	2.200%	29-Jan-21	30-Jul-18	1096		3130ADC26	NATIONAL ALLIANCE	\$27,500.00						
<b>CHECKING INTEREST</b>																		
POOLED CASH ACCT		JULY INTEREST																
OTHER COUNTY ACCTS		JULY INTEREST																
TAX LICENSE ACCT		JUNE INTEREST																
<b>TOTAL</b>		<b>\$4,507,761.95</b>	<b>\$4,507,761.95</b>												<b>\$49,492.16</b>	<b>\$79,492.16</b>		

FISCAL YEAR 2017-2018			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	1.130%	\$23,413.26	0.300%
NOVEMBER	1.239%	\$15,349.08	0.300%
DECEMBER	1.420%	\$71,947.03	0.300%
JANUARY	1.480%	\$36,374.88	0.300%
FEBRUARY	1.570%	\$48,601.52	0.300%
MARCH	1.680%	\$20,248.36	0.300%
APRIL	1.800%	\$62,724.85	0.300%
MAY	1.870%	\$50,371.29	0.700%
JUNE	1.910%	\$97,107.85	0.700%
JULY	2.018%	\$79,492.16	0.700%
AUGUST			
SEPTEMBER			
<b>ANNUAL TOTALS</b>		<b>\$ 505,630.28</b>	

**AGENDA ITEM****August 13, 2018**

Consider and possibly approve out of state travel for Rebekah Sweetenham of the Crime Lab to assist with the ANSI-ASQ National Accreditation Board (ANAB) laboratory assessment of the Chicago and Nashville DEA Laboratories. Travel is funded by ANAB and at no cost to the County.

**Compliance with  
OUT OF STATE TRAVEL POLICY**

Rebekah Sweetenham's participation at the:  
ANSI-ASQ National Accreditation Board (ANAB) Assessment  
August 27-31, 2018  
Drug Enforcement Laboratory – Chicago, IL and Nashville, TN

1. It is not included in the yearly budget. All expenses will be covered by ANAB.
2. The participation in laboratory accreditation events impacts the employee's ability to perform his/her assigned tasks and directly impacts the accreditation capabilities of the Crime Lab.
3. The benefit is worth the cost because the trip is at no cost to the County, other than the employee's time.
4. This assessment opportunity is not offered in Texas.



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF ZENA STEPHENS

### MEMORANDUM

DATE: August 9, 2018

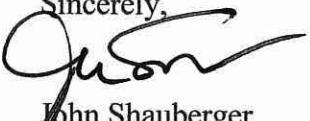
TO: Honorable Judge Jeff Branick  
Commissioner Eddie Arnold  
Commissioner Brent Weaver  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred

FROM: Chief Deputy John Shauberger

RE: JAG Program Award

Consider, possibly approve and authorize the Jefferson County Judge to execute an Inter-local Agreement between Jefferson County and the cities of Beaumont and Port Arthur on asset sharing of the 2018 Byrne Justice Assistance Grant (JAG) Program Award.

Jefferson County's allocation is \$16,946.00 and is budgeted for computer equipment for the Sheriff's Office.

Sincerely,  
  
John Shauberger  
Chief Deputy

**Resolution No.**

The State of Texas )  
County of Jefferson )  
City of Beaumont, Texas )  
City of Port Arthur, Texas )

## Know All by These Present

## Inter-Local Agreement

**Between the County of Jefferson, Texas; City of Beaumont, Texas; and City of Port Arthur, Texas  
2018 Edward Byrne Justice Assistance Grant (JAG) Program Award**

This Agreement is made and entered into this 20<sup>th</sup> day of AUGUST, 2018, by and between The County of Jefferson, Texas acting by and through its governing body, the Commissioners Court; the City of Beaumont, Texas acting by and through its governing body, the City Council; and the City of Port Arthur, Texas acting by and through its governing body, the City Council, witnesseth:

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the total funding allocation is \$112,976; and the City of Beaumont, Texas, and the City of Port Arthur, Texas, agree to provide Jefferson County, Texas \$16,946 from the JAG award and the City of Beaumont, Texas, and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$70,059 to the City of Beaumont, Texas, and \$25,971 to the City of Port Arthur, Texas.

**WHEREAS**, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas, believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE**, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas agree as follows:

## Section 1.

The City of Beaumont, Texas and the City of Port Arthur, Texas agree to provide Jefferson County, Texas \$16,946 from the JAG award; and the City of Beaumont, Texas and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$70,059 to the City of Beaumont, Texas; and \$25,971 to the City of Port Arthur, Texas.

## Section 2.

Jefferson County, Texas agrees to use the funding for the Technology Enhancement Program until 2021.

The City of Beaumont, Texas agrees to use the funding for the Technology Enhancement Program until 2021.

The City of Port Arthur, Texas agrees to use the funding for the Technology Enhancement Program until 2021.

**Section 3.**

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 4.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 5.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**Section 6.**

The City of Beaumont agrees to act as the fiscal agent in applying for, dispersing, monitoring, and reporting for this JAG funding.

City of Beaumont, Texas

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CITY MANAGER

City of Port Arthur, Texas

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CITY MANAGER

Jefferson County, Texas

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COUNTY JUDGE

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

**Regular, August 13, 2018**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, August 13, 2018