

**SPECIAL, 6/16/2020 10:30:00 AM**

BE IT REMEMBERED that on June 16, 2020, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge (ABSENT)

Commissioner Eddie Arnold, Commissioner Pct. No. 1

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

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

HIEF PORTER

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*June 16, 2020*

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  
June 16, 2020**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **16th** day of **June 2020** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: [https://co.jefferson.tx.us/comm\\_crt/commmlink.htm](https://co.jefferson.tx.us/comm_crt/commmlink.htm) Listen to audio by calling 571-748-4021 PIN # 623-6974#. The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

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

## **PURCHASING:**

1. Consider and approve award, execute, receive and file an Acceptance of Offer with DBS Electronics, Inc. for (IFB 20-019/JW) Radar Systems for Jefferson County Sheriff's Office/Marine Safety Patrol, in the amount of \$55,493.69.

**SEE ATTACHMENTS ON PAGES 8 - 9**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve, execute, receive and file a contract renewal for (IFB 14-013/JW), Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County for a sixth one (1) year renewal with Colin's Kitchen, LLC from June 30, 2020 to June 29, 2021.

**SEE ATTACHMENTS ON PAGES 10 - 10**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

3. Consider and approve, execute, receive and file a contract renewal for (IFB 18-017/YS), Term Contract for Microfilm Supplies for Jefferson County for a second one (1) year renewal with Endicott Microfilm, Inc. and Western Micrographic & Imaging Systems from July 14, 2020 to July 13, 2021.

**SEE ATTACHMENTS ON PAGES 11 - 12**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*June 16, 2020*

4. Consider and approve, execute, receive and file Amendment No. 1 to (Agreement 19-039/JW) with LexisNexis and Jefferson County for an extension of Lexis Advance online access subscription for the 136th District Court. This amendment will extend the term of the current agreement for an additional one-year term (September 1, 2020 through August 31, 2021), at a cost of \$76.00 per month. This is the same cost as the current agreement term.

**SEE ATTACHMENTS ON PAGES 13 - 15**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

5. Consider and approve, execute, receive and file Amendment No. 1 to (Agreement 19-059/JW), with LexisNexis and Jefferson County for an extension of Lexis Advance online access subscription for the 279th District Court. This amendment will extend the term of the current agreement for an additional one-year term (December 1, 2020 through November 30, 2021), at a cost of \$80.00 per month. This is the same cost as the current agreement term.

**SEE ATTACHMENTS ON PAGES 16 - 18**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

6. Consider and approve, execute, receive and file Amendment No. 1 to (Agreement 19-068/JW) with LexisNexis and Jefferson County for an extension of Lexis Advance online access subscription for the 172nd District Court. This amendment will extend the term of the current agreement for an additional one-year term (January 1, 2021 through December 31, 2022) at a cost of \$80.00 per month. This is the same cost as the current agreement term.

**SEE ATTACHMENTS ON PAGES 19 - 21**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*June 16, 2020*

7. Discuss and possibly approve the County Purchasing Agent to enter into contract negotiations for (RFP 20-013/YS), Auditing Services for Jefferson County.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

8. Consider and approve budget transfer – General Services – additional cost for repairs/replacement of equipment on leased radio towers.

120-1024-419-4015	COMMUNICATION EQUIPMENT	\$50,000.00	
120-1024-419-5077	CONTRACTUAL SERVICE		\$50,000.00

**SEE ATTACHMENTS ON PAGES 22 - 35**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

9. Regular County Bills – check #472476 through checks #472675.

**SEE ATTACHMENTS ON PAGES 36 - 43**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

10. Consider, possibly approve and authorize the County Judge to extend the Declaration of Local Disaster dated 03-13-2020, Pursuant to Section 418.108 (b) of the Texas Government Code.

**SEE ATTACHMENTS ON PAGES 44 - 44**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **CRIME LAB:**

11. Consider and approve a Resolution to approve the application for the Coverdell Forensic Sciences Improvement Grant Program. This grant is available through the CJD (Criminal Justice Division), with no grant match for the 2021 project year. Grant/Application No. 4131701

**SEE ATTACHMENTS ON PAGES 45 - 45**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ENGINEERING:**

12. Consider and possibly approve acceptance of Ridgeleigh Drive, 1345.38' (0.255 miles) out of the final plat of Ridgecrest Subdivision Unit 5, into the County Road system. The road is located in Precinct No. 2.

**SEE ATTACHMENTS ON PAGES 46 - 46**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

13. Receive and file irrevocable Letter of Credit No. 1110006557 for the maintenance and repair of street and drainage facilities within the Ridgecrest Subdivision Unit 5. Subdivision is located in Precinct No. 2.

**SEE ATTACHMENTS ON PAGES 47 - 48**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **Other Business:**

Receive reports from Elected Officials and staff on matters of community interest without taking action.

*Notice of Meeting and Agenda and Minutes*  
*June 16, 2020*

**\*\*\*DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT  
TAKING ACTION.**

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

## OFFER AND ACCEPTANCE FORM

### OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

DBS Electronics Inc.

Company Name

For clarification of this offer, contact:

6869 Rainbow Lane

Address

MARY BURDINE

Name

Port Arthur Tx 77642

City

State

Zip

409 962 8747

Phone

962 8787

Fax

Mary Burdine

Signature of Person Authorized to Sign

mary@dbselectronics.com

E-mail

MARY BURDINE

Printed Name

Owner.

Title

**Bidder Shall Return Completed Form with Offer.**



## Acceptance of Offer

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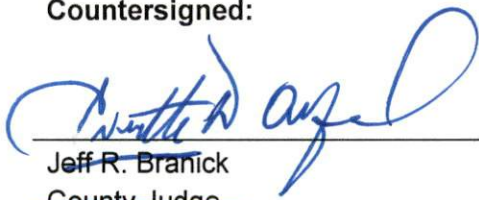
The Offer is hereby accepted for the following items:

Removal and Replacement of Radar Systems on four (4) existing 29' SAFE Boats operated by the Jefferson County Sheriff's Office/Marine Safety Patrol.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.


This contract shall henceforth be referred to as Contract No. 20-017/JW, Mobile Pressure Washer for the Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

  
 Jeff R. Branick  
 County Judge

June 16, 2020  
 Date

Attest:

  
 Carolyn L. Guidry  
 County Clerk



**Bidder Shall Return Completed Form with Offer.**

**CONTRACT RENEWAL FOR IFB 14-013/JW  
TEMPORARY CANTEEN (MEAL CATERING)  
DISASTER/EMERGENCY FOR JEFFERSON COUNTY**

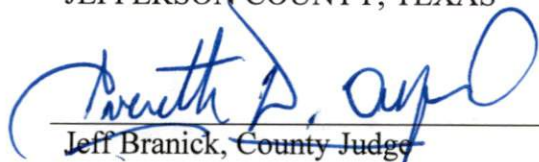
The County entered into a contract with Colin's Kitchen, LLC for one (1) year, from July 7, 2014 to July 6, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its sixth one-year option to renew the contract for one (1) additional year from June 30, 2020 to June 29, 2021.

ATTEST:

JEFFERSON COUNTY, TEXAS

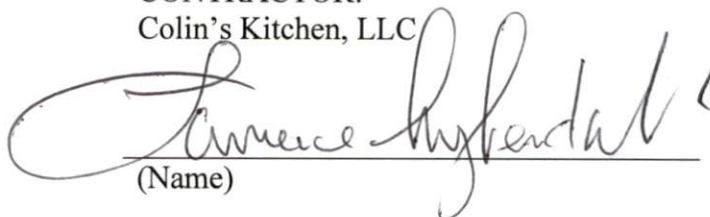
  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:

Colin's Kitchen, LLC

  
(Name)

**CONTRACT RENEWAL FOR IFB 18-017/YS**  
**TERM CONTRACT FOR MICROFILM SUPPLIES FOR**  
**JEFFERSON COUNTY**

The County entered into a contract with Endicott Microfilm, Inc. for one (1) year, from July 16, 2018 to July 15, 2019, 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 July 14, 2020 to July 13, 2021.

ATTEST:

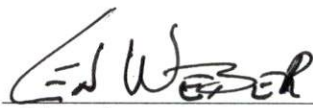
JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:  
Endicott Microfilm, Inc.

  
(Name)

**CONTRACT RENEWAL FOR IFB 18-017/YS**  
**TERM CONTRACT FOR MICROFILM SUPPLIES FOR**  
**JEFFERSON COUNTY**

The County entered into a contract with Western Micrographic & Imaging Systems for one (1) year, from July 16, 2018 to July 15, 2019, 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 July 14, 2020 to July 13, 2021.

ATTEST:

JEFFERSON COUNTY, TEXAS


  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:

Western Micrographic & Imaging Systems

  
(Name)





**Lexis Advance® Subscription Amendment for State/Local  
Government  
(Existing Subscriber Version)**



**"Subscriber" Name:** 136th District Court

**Account Number:** 100012OK8

**"LN":** LexisNexis, a division of RELX Inc.

### 1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

### 2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>1</b>
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2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

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

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

### 3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
TX Practice Library	1010629	1
All Briefs, Pleadings and Motions	1010612	1
News	1010610	1


3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
9/1/2020 - 8/31/2021	\$76.00

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

  
X             
(Initial)

**Subscriber elects access to the Alternate Materials**

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

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

#### 4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 6/30/2020.

#### 5. Confidential Information

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

#### 6. SUPPORT AND TRAINING

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

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

#### 7. Miscellaneous

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



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

AGREED TO AND ACCEPTED BY:

Subscriber: 136th District Court	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	<i>Jeff R. Branick</i>
Printed Name:	Jeff R. Branick
Job Title:	Jefferson County Judge
Date:	June 16, 2020
Number of Professional Users:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	Roslan, Digitally signed by Roslan, Joshua
Job Title:	Joshua (LNG-DAY)
Date:	(LNG-DAY) Date: 2020.06.09 08:53:01 -04'00'

ATTEST  
DATE

*Carolyn L. Hendrix*  
*6/16/20*





Lexis Advance® Subscription Amendment for State/Local  
Government  
(Existing Subscriber Version)

<b>"Subscriber" Name:</b> 279th District Court
<b>Account Number:</b> 10000QC5H
<b>"LN":</b> LexisNexis, a division of RELX Inc.

### 1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

### 2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<u>1</u>
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2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

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

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

### 3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
TX Practice Library	1010629	1
All Briefs, Pleadings and Motions	1010612	1
News	1010610	1

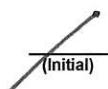



3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
12/1/2020 - 11/30/2021	\$80.00

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

  
(Initial)

**Subscriber elects access to the Alternate Materials**

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

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

#### 4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 6/30/2020.

#### 5. Confidential Information

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

#### 6. SUPPORT AND TRAINING

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


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

#### 7. Miscellaneous

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

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

AGREED TO AND ACCEPTED BY:

Subscriber: 279th District Court	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	<u>Jeff R. Brannick</u>
Job Title:	<u>Jefferson County Judge</u>
Date:	<u>June 14, 2020</u>
Number of Professional Users:	<u>(1)</u>

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:		Digitally signed by
Name:	<u>Roslan,</u>	Roslan, Joshua
Job Title:	<u>Joshua</u>	(LNG-DAY)
Date:	<u>(LNG-DAY)</u>	Date: 2020.06.09 08:53:29 -04'00'

ATTEST  
DATE

  
6/16/20





**Lexis Advance® Subscription Amendment for State/Local  
Government  
(Existing Subscriber Version)**



<b>"Subscriber" Name:</b> 172nd District Court
<b>Account Number:</b> 10001XQ2W
<b>"LN":</b> LexisNexis, a division of RELX Inc.

### 1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

### 2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<u>1</u>
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2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

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

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

### 3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
TX Practice Library	1010629	1
All Briefs, Pleadings and Motions	1010612	1
News	1010610	1


3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
1/1/2021 - 12/31/2022	\$80.00

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

  
(Initial)

**Subscriber elects access to the Alternate Materials**

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

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

#### 4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 6/30/2020.

#### 5. Confidential Information

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

#### 6. SUPPORT AND TRAINING

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

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

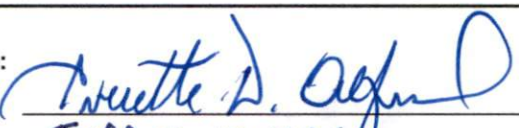
#### 7. Miscellaneous

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



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

AGREED TO AND ACCEPTED BY:

Subscriber: 172nd District Court	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Branick
Job Title:	Jefferson County Judge
Date:	June 14, 2020
Number of Professional Users:	(1)

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	Roslan, Digitally signed by Roslan, Joshua
Job Title:	Joshua (LNG-DAY)
Date:	(LNG-DAY) Date: 2020.06.09 08:52:27 -04'00'

ATTEST  
DATE

  
6/16/20



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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** JUNE 10, 2020

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The following budget amendment for General Services is necessary for additional cost for repairs/replacement of equipment on two leased radio towers. Portion of cost will be reimbursed by other agencies.

120-1024-419-6035	Capital – Communication	
	Equipment	\$50,000
120-1024-419-5077	Contractual Services	\$50,000

Mike Howley  
Phone: (630) 320-3096  
mhowley@seps-inc.com  
www.unifiedpowerusa.com

**Keeping You in Power**

Jefferson County Sheriff  
Battery Replacement  
Proposal # 105902 - Rev. 4  
Date: 06/05/2020

Mike Howley  
(630) 320-3096  
mhowley@seps-inc.com



## Battery Replacement

Invoice To:	End User:
Jefferson County Sheriff 1149 Pearl Street 7th Floor Beaumont TX 77701	Jefferson County Sheriff

Jefferson County Sheriff, 337 Pine Street, Port Neches, TX 77651

Description	Rate	Quantity	Price
Labor to remove, replace and recycle (20) UPS12-300MR batteries and (2) Fans associated with UPS 5, Best Ferrups, SN: FE12.5K02954 during normal hours.  Labor to remove, replace, recycle (20) UPS12-300MR batteries for EA495FM006. EA495FM006 will be replaced by a new Ferrups 12.5KVA UPS. Customer will re-use the existing battery cabinet  ** Option for after hours labor \$2,576.70	\$1,760.70	1	\$1,760.70
Battery, CSB, 12V, 280WPC, Insert Terminals	\$172.93	40	\$6,917.20
Texas Recycle Fee	\$3.00	40	\$120.00
Fan, 230VAC, 110CFM	\$23.91	2	\$47.82
Freight Charges- Hold at Local Terminal	\$175.00	1	\$175.00
Site Total			\$9,020.72

### Comments

Site Contact: Kenneth Smith  
Phone: (409) 880-3793  
Email: kenneth.smith@beaumonttexas.gov

### Summary

Jefferson County Sheriff, 337 Pine Street, Port Neches, TX 77651	\$9,020.72
Tax	\$0.00
<b>Total</b>	<b>\$9,020.72</b>



Unified Power  
217 Metro Dr., Terrell, TX 75160  
Phone: 972.524.6050 Fax: 972.524.7954  
www.unifiedpowerusa.com

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Proposal #: 105902  
Date: 6/8/2020



Mike Howley  
 (630) 320-3096  
 mhowley@seps-inc.com



**Unified Power's Terms & Conditions will apply to orders based on this proposal.**

Unified Power's Standard Terms attached to this proposal are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

**Unified Power**

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

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

Printed Name: \_\_\_\_\_

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

**Jefferson County Sheriff**

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

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

Printed Name: \_\_\_\_\_

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



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 217 Metro Dr., Terrell, TX 75160  
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 Proposal #: 105902  
 Date: 6/8/2020

Mike Howley  
(630) 320-3096  
mhowley@seps-inc.com



## Terms and Conditions

**1. Acceptance and Entire Terms and Conditions.** All services performed, including but not limited to scheduled, remedial and emergency services (collectively Services) or products, equipment, batteries or parts sold or delivered separately or as part of performing Services (Products) sold by ON COMPUTER SERVICES, LLC, dba UNIFIED POWER (Seller) on behalf of or to the Customer (Customer) named in the attached Proposal (the Proposal) shall be subject to these Terms and Conditions. If Services are being supplied pursuant to Customer's purchase or work order, Seller's acceptance of said purchase or work order is expressly conditioned on Customer's acceptance of these Terms and Conditions. Any of the provisions of Customer's purchase or work order which attempt to impose terms and conditions at variance with these Terms and Conditions shall not be binding on Seller and shall not be considered applicable to the Services contemplated by the Proposal.

**2. Delivery, Delays and Title.** Any Service completion date or Product delivery date specified on the face hereof is approximate and is not a guarantee of a particular day of completion of the Services to be performed hereunder or delivery of the Products, and such dates are based upon prompt receipt of all necessary information from the Customer. Under no circumstances shall Seller be liable for damages for any delay or failure to perform the Services or deliver the Products as scheduled if such delay or failure is occasioned in whole or in part by reason of force majeure, or any other causes or circumstances beyond Seller's reasonable control or which Seller by reasonable diligence could not have avoided.

**3. Warranty and Seller's Limitation of Liability.** Seller's sole warranty pursuant to these Terms and Conditions shall be that all Services performed shall be performed in a competent manner, and that any Products provided hereunder and any incidental materials and consumables utilized in the performance of the proposed Services will be new or like new and free from defects in workmanship and will conform to the applicable drawings and specifications. If Customer identifies any failure of Seller to meet the above stated warranty within thirty (30) days from the date such Service or installation of such Products, Customer must immediately notify Seller in writing. Any claims of Customer, shall not be cause for the cancellation of the Proposal or these Terms and Conditions.

**NO WARRANTY, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXTENDED BY SELLER, OR MAY BE EXTENDED BY CUSTOMER, TO ANY THIRD PERSON. NOTWITHSTANDING ANYTHING IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE PERFORMANCE OF SERVICES OR DELIVERY OF A PRODUCT, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOST SALES, GOODWILL, INJURY TO PERSON OR PROPERTY, OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF: (I) WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE RELATED TO A PRODUCT OR (II) THE PERFORMANCE OF ANY SERVICE WHETHER A CLAIM FOR SUCH DAMAGE IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, WHETHER OR NOT THE POSSIBILITY OF DAMAGE WAS DISCLOSED TO SELLER OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER. ANY ACTION OR REMEDY BY CUSTOMER ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF MUST BE COMMENCED BY CUSTOMER WITHIN SIX (6) MONTHS AFTER SUCH CAUSE OF ACTION SHALL HAVE ACCRUED. CUSTOMER SHALL INDEMNIFY SELLER FROM ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEY FEES, EXPERT FEES AND COURT COST. SELLER ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE OR INJURY TO ANY PERSONS OR PROPERTY, WITH RESPECT TO ANY SERVICES PROVIDED BY SELLER WITH RESPECT TO THIS CONTRACT (WHICH MAY INCLUDE INSTALLATION AND FURTHER RELATED SERVICES), EXCEPT AS SUCH DAMAGES OR INJURY MAY BE HELD TO BE THE SOLE AND DIRECT RESULT FROM OR OUT OF (A) ANY GROSSLY NEGLIGENT PERFORMANCE BY SELLER OF ITS OBLIGATIONS UNDER THE TERMS OF THIS CONTRACT, OR (B) ANY WILLFUL MISCONDUCT ON THE PART OF THE SELLER, ITS AGENTS OR EMPLOYEES. No person has any authority to bind Seller to any affirmation, representation or warranty concerning the Services, except an authorized agent of Seller who agrees to the same in writing. In no event shall any different and/or additional affirmation, representation or warranty relating to the Services.**

**4. Returns.** Products may be returned to Seller only after receipt by Customer of written authorization and shipping instructions from Seller signed by an authorized agent of Seller.

**5. Cancellations.** All requests for cancellation must be made in writing by Customer, and orders or service contracts shall not be cancelled without the prior written consent of Seller signed by an authorized agent of Seller. Orders for Products or Services in process or completed at the time Customer's cancellation is received by Seller are subject to cancellation charges up to the invoice value of the Products or Services.

**6. Price.** All prices stated in Seller's Proposal or in the attached rate sheets will be maintained for Services performed within thirty (30) days from the date of the Proposal (Price Maintenance Date) unless extended by Seller at its sole option. Prices stated herein do not include installation, freight and handling charges, unless such item is specifically listed and priced in the agreements between Seller and Customer.

**7. Payment.** Unless otherwise specifically provided in the Proposal, invoices for performance of any non-Contract Services will be processed upon completion of the Service. Invoices for all Products not sold as part of a Service will be processed upon shipment of the Products to Customer. Payment of all invoices is due within thirty (30) days from the date of the invoice. Payment to Seller by Customer will not be contingent on third party payments to Customer. Any payment not made when due shall be subject to a one and one half percent (1-1/2%) service charge per month which will be added to all balances past due, which is an annual rate of eighteen percent (18%). In addition, an amount equal to twenty percent (20%) of the service price will be added to all outstanding principal balances which are more than thirty (30) days past due if, in the sole opinion of Seller, it is necessary to utilize the services of an attorney and incur related expense in the collection of the account and such additional amount shall be an obligation of Customer. In the event that Seller in its sole opinion shall decide it



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217 Metro Dr., Terrell, TX 75160  
Phone: 972.524.6050 Fax: 972.524.7954  
www.unifiedpowerusa.com

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Proposal #: 105902  
Date: 6/8/2020

Mike Howley  
(830) 320-3096  
mhowley@seps-inc.com



is necessary to file court action in order to collect any outstanding balance, then Customer shall be obligated to reimburse Seller for all attorneys fees and court costs.

**8. Default.** The following specific conduct shall be considered a default under these Terms and Conditions:

1. Failure to pay when due any amounts pursuant to any of the agreements between Seller and Customer.
2. The filing of a bankruptcy proceeding by or against Customer or attachment or garnishment proceedings commenced against Customer which is not dismissed within thirty (30) days after the date of filing.
3. Any breach of the terms of these Terms and Conditions or any other agreements between Seller and Customer, other than as set forth in subsection 1 or 2 of this Section 8 and such default continues for twenty (20) days after written notice thereof by the party not in breach, such continuing breach shall constitute a default by the breaching party.

Upon an event of default by Customer pursuant to subsection 1 or 2 of this paragraph, or if the financial responsibility of Customer shall become impaired or shall be deemed unsatisfactory by Seller for any reason, or if Customer shall default under any of its agreements between Seller and Customer, then in such case (i) upon demand by Seller, Customer shall provide satisfactory security or advance cash payment and performance of Services or delivery of Products may be withheld by Seller until such security or payment is received; (ii) Seller may declare all of Customers outstanding indebtedness to Seller immediately due and payable; and/or (iii) Seller shall have the option to immediately withhold deliveries and suspend performance and to resume deliveries and performance when it deems appropriate or declare the transaction between Seller and Customer void and, upon such an event, Seller shall have no further duties or obligations to Customer whatsoever and will retain all amounts paid by Customer. Acceptance by Seller at any time of less than the full amount due Seller shall not be deemed to constitute a waiver of any of Sellers rights hereunder. Sellers rights under this Section of the Terms and Conditions are in addition to all rights available at law or in equity to Seller.

In the event of an uncured default by either party, pursuant to section 3 of this paragraph, the non-defaulting party shall have the right to declare the remaining term of the relationship between Seller and Customer void.

**9. Taxes.** In addition to any price specified herein, Customer shall pay, or reimburse Seller for the gross amount of any and all taxes that are associated with this transaction unless Customer has furnished Seller with evidence of exemption acceptable to the taxing authorities in advance of this transaction.

**10. Governing Law.** These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Texas, exclusive of the Texas conflict of law rules. Any actions, claims or suits (whether in law or equity) arising out of or relating to these Terms and Conditions, or the alleged breach thereof, shall be brought only in courts located in Dallas County, Texas and Customer hereby waives its rights, if any, to bring such actions, claims or suits in any other courts. The parties hereby submit themselves to the jurisdiction of the courts located in Dallas County, Texas for the enforcement of this provision and for the enforcement of any judgment rendered by such courts. If any action, claim or suit is brought by Seller against Customer hereunder, Customer agrees to and does hereby irrevocably appoint the Texas Secretary of State as Customers agent for the acceptance of service of process therein, and a copy of such process shall be mailed by Seller to Customer at Customers last known address.

**11. Nonassignability.** This Terms and Conditions and its terms shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns except that neither these Terms and Conditions nor any interest or obligation hereunder shall be assignable or transferable by Customer, in whole or in part, without the prior written consent of Seller.

**12. Severability.** If any provision or paragraph of these Terms and Conditions is determined to be illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of these Terms and Conditions and the Terms and Conditions shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**13. Holiday Scheduling .** Seller recognizes nine (9) holiday events each year (Holidays) and there shall be no scheduled maintenance performed by Seller on Holidays. Accordingly, scheduled maintenance rates and availability during Holidays are subject to adjustment. Seller will notify Customer in advance of any conflicts between Sellers Holiday schedule and Customers scheduled maintenance, and such scheduled maintenance shall be rescheduled at a time mutually agreeable to Seller and Customer. Holiday restrictions are not applicable to emergency call-out service, but rates may be adjusted.

**14. Notice.** Any notice, writing or other communication required or permitted to be given under the terms of these Terms and Conditions shall be in writing and sent to the addresses of Seller and/or Customer set forth in the agreement(s) between Seller and Customer by one or more of the following methods: (a) by personal hand delivery; (b) by certified or registered mail in the United States mail, postage prepaid, return receipt requested; or (c) by a recognized overnight express mail service. If mailed by U. S. Mail, the notice period shall be deemed to begin two (2) days following the date on which that notice is mailed.

**15. General Provisions.**



Unified Power  
217 Metro Dr., Terrell, TX 75160  
Phone: 972.524.6050 Fax: 972.524.7954  
www.unifiedpowerusa.com

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Proposal #: 105902  
Date: 6/8/2020

Mike Howley  
 (630) 320-3096  
 mhowley@seps-inc.com



- a. Unless otherwise specified by Seller, any quotation or proposal of Seller shall expire thirty (30) days from the date of Issuance and may be modified or withdrawn at any time prior to the date of Customer's formal written acceptance.
- b. Seller reserves the right to subcontract any of the work to one or more subcontractors.
- c. Any information, suggestions or Ideas transmitted by Customer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized agent of Seller.
- d. The sale of any Service and Products ordered by the Customer which are not included within the scope of Sellers Proposal or other agreements with Customer is expressly conditioned upon these Terms and Conditions. Terms and conditions included in the Sellers Proposal, where not in conflict with the terms included herein, shall be incorporated by reference. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are expressly objected to and will not be binding upon Seller unless specifically agreed to in writing by an authorized Seller employee.
- e. The parties to these Terms and Conditions specifically agree that in the event that any provision of these Terms and Conditions is found, by a court of competent jurisdiction, to be unenforceable under Texas law, such provision(s) shall be waived, to the full extent permitted by law, without invalidating the remaining provisions of the Terms and Conditions.
- f. All subheadings as used herein shall be descriptive only and shall not have any substantive meaning whatsoever.
- g. To the extent that any provisions of these Terms and Conditions conflict with or are inconsistent with the terms as stated in the body of the Proposal attached hereto, then the terms of the Proposal shall prevail.
- h. The parties hereto covenant and warrant that the persons executing the any agreement between Seller and Customer have been duly authorized to execute said agreement, and the agreement and these Terms and Conditions constitute a valid and legally binding obligation of the parties hereto.

-END OF TERMS AND CONDITIONS-



Unified Power  
 217 Metro Dr., Terrell, TX 75160  
 Phone: 972.524.6050 Fax: 972.524.7954  
 www.unifiedpowerusa.com

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 Proposal #: 105902  
 Date: 6/8/2020

**SEPS, Inc.**

Mike Howley  
Phone: (630) 320-3096  
mhowley@seps-inc.com  
www.seps-inc.com

**Keeping You in Power**

Jefferson County Sheriff  
New UPS'  
Proposal #, 106006 - Rev: 1  
Date: 06/08/2020

Mike Howley  
(630) 320-3096  
mhowley@seps-inc.com



## New UPS'

Invoice To:	End User:
Jefferson County Sheriff 1149 Pearl Street 7th Floor Beaumont TX 77701	Jefferson County Sheriff

Jefferson County Sheriff, 337 Pine Street, Port Neches, TX 77651

Description	Rate	Quantity	Price
EATON 12.5KVA / 10KW UPS INPUT: HARDWIRED 240V OUTPUT: HARDWIRED 240/120V CUSTOMER TO RE-USE EXISTING BYPASS CUSTOMER TO RE-USE KEYPAY/DISPLAY FROM OLD UNIT SWITCH AND BATTERY CABINET NEW BATTERIES QUOTED ON PROPOSAL 105902 INCLUDES SYSTEM START UP 7X24 WARRANTY: 2 YEAR ON-SITE  **quote does not include installation of UPS or shipping. An electrician will need to install the new UPS**	\$17,865.00	1	\$17,865.00
Site Total			\$17,865.00

### Comments

Site Contact: Kenneth Smith  
Phone: (409) 880-3793  
Email: kenneth.smith@beaumonttexas.gov

### Summary

Jefferson County Sheriff, 337 Pine Street, Port Neches, TX 77651	\$17,865.00
Tax	\$0.00
Total	\$17,865.00



SEPS, Inc.  
7531 Brush Hill Rd., Burr Ridge, IL 60527  
Phone: 630.986.8899  
www.seps-inc.com

Page 1 of 5  
Proposal #: 106006  
Date: 6/8/2020

Mike Howley  
 (630) 320-3096  
 mhowley@seps-inc.com



**SEPS, Inc. Terms & Conditions will apply to orders based on this proposal.**

SEPS, Inc. Standard Terms attached to this proposal are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

**SEPS, Inc.**

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

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

Printed Name: \_\_\_\_\_

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

**Jefferson County Sheriff**

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

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

Printed Name: \_\_\_\_\_

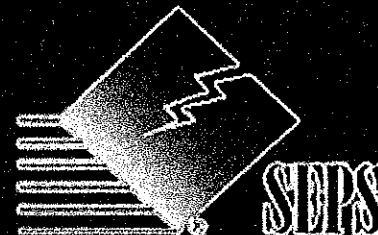
Title: \_\_\_\_\_



SEPS, Inc.  
 7531 Brush Hill Rd., Burr Ridge, IL 60527  
 Phone: 630.986.8899  
 www.seps-inc.com

Page 2 of 5  
 Proposal #: 106006  
 Date: 6/8/2020

Mike Howley  
(630) 320-3096  
mhowley@seps-inc.com



### Terms and Conditions

**1. Acceptance and Entire Terms and Conditions.** All services performed, including but not limited to scheduled, remedial and emergency services (collectively Services) or products, equipment, batteries or parts sold or delivered separately or as part of performing Services (Products) sold by SEPS, Inc. (Seller) on behalf of or to the Customer (Customer) named in the attached Proposal (the Proposal) shall be subject to these Terms and Conditions. If Services are being supplied pursuant to Customer's purchase or work order, Seller's acceptance of said purchase or work order is expressly conditioned on Customer's acceptance of these Terms and Conditions. Any of the provisions of Customer's purchase or work order which attempt to impose terms and conditions at variance with these Terms and Conditions shall not be binding on Seller and shall not be considered applicable to the Services contemplated by the Proposal.

**2. Delivery, Delays and Title.** Any Service completion date or Product delivery date specified on the face hereof is approximate and is not a guarantee of a particular day of completion of the Services to be performed hereunder or delivery of the Products, and such dates are based upon prompt receipt of all necessary information from the Customer. Under no circumstances shall Seller be liable for damages for any delay or failure to perform the Services or deliver the Products as scheduled if such delay or failure is occasioned in whole or in part by reason of force majeure, or any other causes or circumstances beyond Seller's reasonable control or which Seller by reasonable diligence could not have avoided.

**3. Warranty and Seller's Limitation of Liability.** Seller's sole warranty pursuant to these Terms and Conditions shall be that all Services performed shall be performed in a competent manner, and that any Products provided hereunder and any incidental materials and consumables utilized in the performance of the proposed Services will be new or like new and free from defects in workmanship and will conform to the applicable drawings and specifications. If Customer identifies any failure of Seller to meet the above stated warranty within thirty (30) days from the date such Service or installation of such Products, Customer must immediately notify Seller in writing. Any claims of Customer, shall not be cause for the cancellation of the Proposal or these Terms and Conditions.

**NO WARRANTY, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXTENDED BY SELLER, OR MAY BE EXTENDED BY CUSTOMER, TO ANY THIRD PERSON. NOTWITHSTANDING ANYTHING IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE PERFORMANCE OF SERVICES OR DELIVERY OF A PRODUCT, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOST SALES, GOODWILL, INJURY TO PERSON OR PROPERTY, OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF: (I) WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE RELATED TO A PRODUCT OR (II) THE PERFORMANCE OF ANY SERVICE WHETHER A CLAIM FOR SUCH DAMAGE IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, WHETHER OR NOT THE POSSIBILITY OF DAMAGE WAS DISCLOSED TO SELLER OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER. ANY ACTION OR REMEDY BY CUSTOMER ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF MUST BE COMMENCED BY CUSTOMER WITHIN SIX (6) MONTHS AFTER SUCH CAUSE OF ACTION SHALL HAVE ACCRUED. CUSTOMER SHALL INDEMNIFY SELLER FROM ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEY FEES, EXPERT FEES AND COURT COST. SELLER ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE OR INJURY TO ANY PERSONS OR PROPERTY, WITH RESPECT TO ANY SERVICES PROVIDED BY SELLER WITH RESPECT TO THIS CONTRACT (WHICH MAY INCLUDE INSTALLATION AND FURTHER RELATED SERVICES), EXCEPT AS SUCH DAMAGES OR INJURY MAY BE HELD TO BE THE SOLE AND DIRECT RESULT FROM OR OUT OF (A) ANY GROSSLY NEGLIGENT PERFORMANCE BY SELLER OF ITS OBLIGATIONS UNDER THE TERMS OF THIS CONTRACT, OR (B) ANY WILLFUL MISCONDUCT ON THE PART OF THE SELLER, ITS AGENTS OR EMPLOYEES. No person has any authority to bind Seller to any affirmation, representation or warranty concerning the Services, except an authorized agent of Seller who agrees to the same in writing. In no event shall any different and/or additional affirmation, representation or warranty relating to the Services.**

**4. Returns.** Products may be returned to Seller only after receipt by Customer of written authorization and shipping instructions from Seller signed by an authorized agent of Seller.

**5. Cancellations.** All requests for cancellation must be made in writing by Customer, and orders or service contracts shall not be cancelled without the prior written consent of Seller signed by an authorized agent of Seller. Orders for Products or Services in process or completed at the time Customer's cancellation is received by Seller are subject to cancellation charges up to the invoice value of the Products or Services.

**6. Price.** All prices stated in Seller's Proposal or in the attached rate sheets will be maintained for Services performed within thirty (30) days from the date of the Proposal (Price Maintenance Date) unless extended by Seller at its sole option. Prices stated herein do not include installation, freight and handling charges, unless such item is specifically listed and priced in the agreements between Seller and Customer.

**7. Payment.** Unless otherwise specifically provided in the Proposal, invoices for performance of any non-Contract Services will be processed upon completion of the Service. Invoices for all Products not sold as part of a Service will be processed upon shipment of the Products to Customer. Payment of all invoices is due within thirty (30) days from the date of the invoice. Payment to Seller by Customer will not be contingent on third party payments to Customer. Any payment not made when due shall be subject to a one and one half percent (1-1/2%) service charge per month which will be added to all balances past due, which is an annual rate of eighteen percent (18%). In addition, an amount equal to twenty percent (20%) of the service price will be added to all outstanding principal balances which are more than thirty (30) days past due if, in the sole opinion of Seller, it is necessary to utilize the services of an attorney and incur related expense in the collection of the account and such additional amount shall be an obligation of Customer. In the event that Seller in its sole opinion shall decide it



SEPS, Inc.  
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Phone: 630.986.8899  
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Proposal #: 106006  
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Mike Howley  
(630) 320-3096  
mhowley@seps-inc.com



is necessary to file court action in order to collect any outstanding balance, then Customer shall be obligated to reimburse Seller for all attorneys fees and court costs.

**8. Default.** The following specific conduct shall be considered a default under these Terms and Conditions:

1. Failure to pay when due any amounts pursuant to any of the agreements between Seller and Customer.
2. The filing of a bankruptcy proceeding by or against Customer or attachment or garnishment proceedings commenced against Customer which is not dismissed within thirty (30) days after the date of filing.
3. Any breach of the terms of these Terms and Conditions or any other agreements between Seller and Customer, other than as set forth in subsection 1 or 2 of this Section 8 and such default continues for twenty (20) days after written notice thereof by the party not in breach, such continuing breach shall constitute a default by the breaching party.

Upon an event of default by Customer pursuant to subsection 1 or 2 of this paragraph, or if the financial responsibility of Customer shall become impaired or shall be deemed unsatisfactory by Seller for any reason, or if Customer shall default under any of its agreements between Seller and Customer, then in such case (i) upon demand by Seller, Customer shall provide satisfactory security or advance cash payment and performance of Services or delivery of Products may be withheld by Seller until such security or payment is received; (ii) Seller may declare all of Customers outstanding indebtedness to Seller immediately due and payable; and/or (iii) Seller shall have the option to immediately withhold deliveries and suspend performance and to resume deliveries and performance when it deems appropriate or declare the transaction between Seller and Customer void and, upon such an event, Seller shall have no further duties or obligations to Customer whatsoever and will retain all amounts paid by Customer. Acceptance by Seller at any time of less than the full amount due Seller shall not be deemed to constitute a waiver of any of Sellers rights hereunder. Sellers rights under this Section of the Terms and Conditions are in addition to all rights available at law or in equity to Seller.

In the event of an uncured default by either party, pursuant to section 3 of this paragraph, the non-defaulting party shall have the right to declare the remaining term of the relationship between Seller and Customer void.

**9. Taxes.** In addition to any price specified herein, Customer shall pay, or reimburse Seller for the gross amount of any and all taxes that are associated with this transaction unless Customer has furnished Seller with evidence of exemption acceptable to the taxing authorities in advance of this transaction.

**10. Governing Law.** These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Texas, exclusive of the Texas conflict of law rules. Any actions, claims or suits (whether in law or equity) arising out of or relating to these Terms and Conditions, or the alleged breach thereof, shall be brought only in courts located in Dallas County, Texas and Customer hereby waives its rights, if any, to bring such actions, claims or suits in any other courts. The parties hereby submit themselves to the jurisdiction of the courts located in Dallas County, Texas for the enforcement of this provision and for the enforcement of any judgment rendered by such courts. If any action, claim or suit is brought by Seller against Customer hereunder, Customer agrees to and does hereby irrevocably appoint the Texas Secretary of State as Customers agent for the acceptance of service of process therein, and a copy of such process shall be mailed by Seller to Customer at Customers last known address.

**11. Nonassignability.** This Terms and Conditions and its terms shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns except that neither these Terms and Conditions nor any interest or obligation hereunder shall be assignable or transferable by Customer, in whole or in part, without the prior written consent of Seller.

**12. Severability.** If any provision or paragraph of these Terms and Conditions is determined to be illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of these Terms and Conditions and the Terms and Conditions shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**13. Holiday Scheduling .** Seller recognizes nine (9) holiday events each year (Holidays) and there shall be no scheduled maintenance performed by Seller on Holidays. Accordingly, scheduled maintenance rates and availability during Holidays are subject to adjustment. Seller will notify Customer in advance of any conflicts between Sellers Holiday schedule and Customers scheduled maintenance, and such scheduled maintenance shall be rescheduled at a time mutually agreeable to Seller and Customer. Holiday restrictions are not applicable to emergency call-out service, but rates may be adjusted.

**14. Notice.** Any notice, writing or other communication required or permitted to be given under the terms of these Terms and Conditions shall be in writing and sent to the addresses of Seller and/or Customer set forth in the agreement(s) between Seller and Customer by one or more of the following methods: (a) by personal hand delivery; (b) by certified or registered mail in the United States mail, postage prepaid, return receipt requested; or (c) by a recognized overnight express mail service. If mailed by U. S. Mail, the notice period shall be deemed to begin two (2) days following the date on which that notice is mailed.

**15. General Provisions.**



SEPS, Inc.  
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 mhowley@seps-inc.com



a. Unless otherwise specified by Seller, any quotation or proposal of Seller shall expire thirty (30) days from the date of issuance and may be modified or withdrawn at any time prior to the date of Customer's formal written acceptance.

b. Seller reserves the right to subcontract any of the work to one or more subcontractors.

c. Any information, suggestions or ideas transmitted by Customer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized agent of Seller.

d. The sale of any Service and Products ordered by the Customer which are not included within the scope of Sellers Proposal or other agreements with Customer is expressly conditioned upon these Terms and Conditions. Terms and conditions included in the Sellers Proposal, where not in conflict with the terms included herein, shall be incorporated by reference. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are expressly objected to and will not be binding upon Seller unless specifically agreed to in writing by an authorized Seller employee.

e. The parties to these Terms and Conditions specifically agree that in the event that any provision of these Terms and Conditions is found, by a court of competent jurisdiction, to be unenforceable under Texas law, such provision(s) shall be waived, to the full extent permitted by law, without invalidating the remaining provisions of the Terms and Conditions.

f. All subheadings as used herein shall be descriptive only and shall not have any substantive meaning whatsoever.

g. To the extent that any provisions of these Terms and Conditions conflict with or are inconsistent with the terms as stated in the body of the Proposal attached hereto, then the terms of the Proposal shall prevail.

h. The parties hereto covenant and warrant that the persons executing the any agreement between Seller and Customer have been duly authorized to execute said agreement, and the agreement and these Terms and Conditions constitute a valid and legally binding obligation of the parties hereto.

-END OF TERMS AND CONDITIONS-



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**Quote Number:** QU0000506838  
**Effective:** 29 MAY 2020  
**Effective To:** 28 JUL 2020

**Bill-To:**

JEFFERSON COUNTY AUDITORS OFFICE  
 1149 PEARL ST 7TH FLR  
 BEAUMONT, TX 77701  
 United States

**Attention:**

**Name:** Major Donta Miller  
**Email:** dmiller@co.jefferson.tx.us  
**Phone:** 409.835.8411

**Sales Contact:**

**Name:** Mike Wise (MR)  
**Email:** Mike.Wise@bearcom.com  
**Phone:** 4098421776

**Contract Number:** HGAC  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	1	DSBPA749618014	PANEL ANTENNA, 12DBD, 746-960MHZ, 180DEG, PIM & 25KW PIP RATED	\$3,015.00	\$3,015.00
2	7757	SVC03SVC0104D	INFRASTRUCTURE INSTALL	\$1.00	\$7,757.00

**Total Quote in USD****\$10,772.00**

Replacement Antenna, Installation of Antenna & Repair of TTA.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

PGM: GMCOMMV2	DATE 06-16-2020	PAGE: 1 36 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
TRI-CITY COFFEE SERVICE	223.75	472561
ROAD & BRIDGE PCT.#1		223.75**
SPIDLE & SPIDLE	938.74	472500
BEAUMONT TRACTOR COMPANY	38.94	472506
M&D SUPPLY	9.18	472532
MUNRO'S	30.35	472534
SOUTHEAST TEXAS WATER	7.00	472552
VULCAN MATERIALS CO.	7,058.31	472567
SOUTHERN TIRE MART, LLC	67.50	472572
LD CONSTRUCTION	5,679.95	472615
ADVANCE AUTO PARTS	8.98	472630
PETROLEUM MATERIALS LLC	81.61	472639
ROAD & BRIDGE PCT.#2		13,920.56**
CITY OF NEDERLAND	92.94	472514
ENTERGY	624.68	472522
MUNRO'S	20.46	472534
SETZER HARDWARE, INC.	17.02	472548
AT&T	97.74	472553
VULCAN MATERIALS CO.	4,026.42	472567
BUMPER TO BUMPER	134.02	472604
JEFFERSON COUNTY CREDIT CARDS	69.98	472622
MARTIN MARIETTA MATERIALS	174.98	472641
ROAD & BRIDGE PCT. # 3		5,258.24**
SPIDLE & SPIDLE	1,274.94	472500
RB EVERETT & COMPANY, INC.	2,345.34	472520
ENTERGY	334.18	472522
LOUIS' YAZOO SALES & SERVICE, LLC	144.30	472531
MUNRO'S	38.85	472534
PHILPOTT MOTORS, INC.	286.58	472540
WEAVER, FALGOUT, & CARRUTH, INC.	50.80	472568
SOUTHERN TIRE MART, LLC	76.03	472572
HOWARD'S AUTO SUPPLY	94.65	472575
LOWE'S HOME CENTERS, INC.	15.01	472595
LONE STAR TRENCHER PARTS LLC	33.50	472633
GULF COAST	3,396.64	472665
ROAD & BRIDGE PCT.#4		8,090.82**
SPIDLE & SPIDLE	2,457.39	472500
COASTAL WELDING SUPPLY	65.10	472515
ENTERGY	19.43	472522
M&D SUPPLY	27.01	472532
MUNRO'S	73.07	472534
SOUTHEAST TEXAS WATER	72.70	472552
UNITED STATES POSTAL SERVICE	4.00	472588
TRANSIT & LEVEL CLINIC LLC	110.99	472644
WALLER COUNTY ASPHALT	781.00	472647
O'REILLY AUTO PARTS	240.80	472658
ENGINEERING FUND		3,851.49**
OFFICE DEPOT	99.44	472536
RALPH'S INDUSTRIAL ELECTRONICS	94.02	472543
VERIZON WIRELESS	209.61	472585
PARKS & RECREATION		403.07**
ENTERGY	1,491.19	472522
AT&T	29.44	472553
W. JEFFERSON COUNTY M.W.D.	27.67	472569
JEFFERSON COUNTY CREDIT CARDS	271.85	472622
US FLAG AND FLAGPOLE SUPPLY	285.25	472656
GENERAL FUND		2,105.40**

PGM: GMCOMMV2	DATE 06-16-2020		PAGE: 2
NAME	AMOUNT	CHECK NO.	TOTAL
P DEAN BRINKLEY	75.00	472620	75.00*
TAX OFFICE			
OFFICE DEPOT	271.25	472536	
UNITED STATES POSTAL SERVICE	1,088.72	472588	1,359.97*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.42	472588	.42*
AUDITOR'S OFFICE			
TEXAS SOCIETY OF CPA'S	345.00	472559	345.00*
COUNTY CLERK			
OFFICE DEPOT	97.14	472536	
ULINE SHIPPING SUPPLY SPECIALI	615.47	472563	
UNITED STATES POSTAL SERVICE	189.15	472588	
US POSTAL SERVICE	1,466.00	472591	
JEFFERSON COUNTY CREDIT CARDS	60.90	472622	2,428.66*
COUNTY JUDGE			
US POSTAL SERVICE	226.00	472592	
LEXISNEXIS- ACCURINT	93.73	472616	
GREGORY LAW FIRM	1,000.00	472624	
JAN GIROUARD & ASSOCIATES LLC	200.00	472645	1,519.73*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.60	472588	2.60*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	55.73	472588	55.73*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	7.85	472588	7.85*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,293.52	472504	
JEFFERSON CTY. APPRAISAL DISTRICT	218,422.75	472528	
CASH ADVANCE ACCOUNT	25.00	472529	
TIME WARNER COMMUNICATIONS	2,442.76	472556	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	472558	
TRIANGLE COMPUTER & TELEPHONE	25.00	472560	
TRI-CITY COFFEE SERVICE	121.15	472561	
ADVANCED STAFFING	78.00	472573	
TEXAS COFFEE COMPANY	87.94	472576	
ROCHESTER ARMORED CAR CO INC	11,531.88	472623	236,728.00*
DATA PROCESSING			
SHELDON JENKINS	207.00	472672	207.00*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	66.89	472588	66.89*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	178.05	472588	
SIERRA SPRING WATER CO. - BT	19.30	472590	197.35*
DISTRICT ATTORNEY			
OFFICE DEPOT	741.80	472536	
JEFFERSON COUNTY CREDIT CARDS	6,005.00	472622	
THOMSON REUTERS-WEST	404.25	472632	7,151.05*
DISTRICT CLERK			

PGM: GMCOMMV2	DATE 06-16-2020		PAGE: 3
NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	99.31	472536	
UNITED STATES POSTAL SERVICE	271.84	472588	
STARCO IMPEX INC	514.96	472668	
			886.11*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	4,375.00	472505	
KEVIN PAULA SEKALY PC	8,750.00	472547	
KEVIN S. LAINE	2,437.50	472574	
UNITED STATES POSTAL SERVICE	.42	472588	
JEFFERSON COUNTY CREDIT CARDS	270.00	472622	
			15,832.92*
136TH DISTRICT COURT			
LEXIS-NEXIS	76.00	472589	
			76.00*
252ND DISTRICT COURT			
DAVID W BARLOW	4,375.00	472505	
MIKE VAN ZANDT	8,750.00	472566	
KEVIN S. LAINE	3,037.50	472574	
CHARLES ROJAS	800.00	472579	
UNITED STATES POSTAL SERVICE	30.15	472588	
BRITTANIE HOLMES	8,750.00	472629	
			25,742.65*
279TH DISTRICT COURT			
BRITTANIE HOLMES	500.00	472629	
			500.00*
317TH DISTRICT COURT			
DAVID GROVE	150.00	472501	
KEVIN PAULA SEKALY PC	1,750.00	472547	
CHARLES ROJAS	750.00	472579	
JOEL WEBB VAZQUEZ	300.00	472603	
BRITTANIE HOLMES	750.00	472629	
WILLIAM FORD DISHMAN	1,200.00	472634	
			4,900.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	16.91	472588	
LEXISNEXIS- ACCURINT	93.73	472616	
			110.64*
JUSTICE COURT-PCT 1 PL 2			
LEXISNEXIS- ACCURINT	93.73	472616	
			93.73*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	2.32	472588	
LEXISNEXIS- ACCURINT	93.73	472616	
			96.05*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	631.56	472536	
LEXISNEXIS- ACCURINT	93.73	472616	
			725.29*
JUSTICE OF PEACE PCT. 8			
CURTIS 1000, INC.	725.02	472517	
LEXISNEXIS- ACCURINT	93.73	472616	
THOMSON REUTERS-WEST	901.00	472632	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	472640	
			1,790.75*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.26	472588	
			1.26*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAUX	550.00	472508	
			550.00*
COUNTY COURT AT LAW NO. 3			

PGM: GMCOMMV2	DATE 06-16-2020		PAGE: 4
NAME	AMOUNT	CHECK NO.	TOTAL 39
THE SAMUEL FIRM, PLLC	400.00	472660	400.00*
COURT MASTER			
TDCJ - CASHIERS OFFICE	670.00	472510	
UNITED STATES POSTAL SERVICE	4.50	472588	674.50*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	191.13	472588	191.13*
SHERIFF'S DEPARTMENT			
ENTERGY	640.84	472522	
AT&T	164.30	472553	
UNITED STATES POSTAL SERVICE	898.86	472588	
JEFFERSON COUNTY CREDIT CARDS	491.39	472622	
LAKE COUNTRY CHEVROLET, INC.	24,874.94	472657	27,070.33*
CRIME LABORATORY			
STERICYCLE, INC	70.00	472654	70.00*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	16.00	472513	
ECOLAB	569.90	472519	
ENTERGY	25,314.01	472522	
M&D SUPPLY	177.76	472532	
OVERHEAD DOOR CO.	2,758.22	472538	
SAMPSON STEEL CORP.	166.77	472544	
AT&T	29.44	472553	
WHOLESALE ELECTRIC SUPPLY CO.	308.86	472570	
CDW COMPUTER CENTERS, INC.	366.72	472577	
INDUSTRIAL & COMMERCIAL MECHANICAL	532.50	472627	
MATERA PAPER COMPANY INC	1,742.86	472631	
TRINITY SERVICES GROUP INC	16,266.52	472664	48,249.56*
JUVENILE PROBATION DEPT.			
OFFICE DEPOT	292.55	472536	
CHERYL TARVER	23.00	472571	
UNITED STATES POSTAL SERVICE	4.76	472588	
SUMMER KENNERSON	29.90	472648	350.21*
JUVENILE DETENTION HOME			
ENTERGY	4,608.19	472522	
FLOWERS FOODS	44.78	472600	
BEN E KEITH FOODS	202.56	472602	
VANSCHUCA SANDERS-CHEVIS	900.00	472609	
STERICYCLE, INC	35.00	472654	5,790.53*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	58.57	472588	58.57*
CONSTABLE-PCT 6			
LEXISNEXIS- ACCURINT	93.73	472616	93.73*
CONSTABLE PCT. 7			
OFFICE DEPOT	42.99	472536	42.99*
CONSTABLE PCT. 8			
TND WORKWEAR CO LLC	158.65	472649	158.65*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	54.89	472588	
MERCY LAPOINTE	12.65	472617	

PGM: GMCOMMV2	DATE 06-16-2020		PAGE: 5 40 TOTAL
NAME	AMOUNT	CHECK NO.	
TEXAS A&M AGRILIFE EXTENSION SERVIC	96.00	472646	
CORENA N FITZGERALD	43.70	472662	
			207.24*
HEALTH AND WELFARE NO. 1			
AMERICAN PUBLIC HEALTH ASSOCIATION	112.50	472503	
BROUSSARD'S MORTUARY	13,243.85	472509	
PETTY CASH - N C WELFARE	161.25	472539	
UNITED STATES POSTAL SERVICE	69.22	472588	
LEXISNEXIS- ACCURINT	136.50	472616	
STERICYCLE, INC	35.00	472654	
NUANCE COMMUNICATIONS, INC	237.00	472661	
CARAHSOFT TECHNOLOGY CORPORATION	10.00	472667	
			14,005.32*
HEALTH AND WELFARE NO. 2			
AMERICAN PUBLIC HEALTH ASSOCIATION	112.50	472503	
CALVARY MORTUARY	1,750.00	472511	
ENTERGY	70.00	472526	
OFFICE DEPOT	18.46	472536	
UNITED STATES POSTAL SERVICE	4.19	472588	
LEXISNEXIS- ACCURINT	136.50	472616	
			2,091.65*
CHILD WELFARE UNIT			
J.C. PENNEY'S	2,376.27	472594	
			2,376.27*
ENVIRONMENTAL CONTROL			
MCKESSON MEDICAL-SURGICAL INC	14.83	472578	
			14.83*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	472611	
TDS OPERATING INC	306.90	472652	
			4,079.90*
MAINTENANCE-BEAUMONT			
M&D SUPPLY	97.76	472532	
MCCOWN PAINT & SUPPLY OF TEXAS	145.02	472533	
OFFICE DEPOT	189.89	472536	
RALPH'S INDUSTRIAL ELECTRONICS	465.37	472543	
SANITARY SUPPLY, INC.	613.55	472545	
ACE IMAGEWEAR	218.65	472549	
S.E. TEXAS BUILDING SERVICE	25,381.80	472551	
AT&T	660.10	472553	
AI FILTER SERVICE COMPANY	732.70	472625	
			28,504.84*
MAINTENANCE-PORT ARTHUR			
JOHNSTONE SUPPLY	129.68	472502	
DRAGO HARDWARE CO.	5.78	472518	
ENTERGY	2,485.58	472522	
LOWE'S HOME CENTERS, INC.	50.54	472595	
PARKER LUMBER	178.15	472618	
DOGGETT HEAVY MACHINERY LLC	184.94	472619	
			3,034.67*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	41.30	472514	
ENTERGY	2,292.93	472522	
RITTER @ HOME	7.18	472541	
SANITARY SUPPLY, INC.	116.10	472545	
SETZER HARDWARE, INC.	25.10	472548	
TIME WARNER COMMUNICATIONS	47.00	472557	
W. JEFFERSON COUNTY M.W.D.	27.67	472569	
US FLAG AND FLAGPOLE SUPPLY	174.00	472656	
			2,731.28*
SERVICE CENTER			
ACTION AUTO GLASS	49.95	472499	
AT&T	65.16	472553	
JEFFERSON CTY. TAX OFFICE	7.50	472580	



PGM: GMCOMMV2	DATE 06-16-2020	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	472581
JEFFERSON CTY. TAX OFFICE	7.50	472582
JEFFERSON CTY. TAX OFFICE	7.50	472583
JEFFERSON CTY. TAX OFFICE	7.50	472584
VOYAGER FLEET SYSTEM, INC.	10,462.06	472599
ROBERT'S TEXACO XPRESS LUBE	84.00	472613
AMERICAN TIRE DISTRIBUTORS	512.08	472614
EASTEX PRESSURE WASHERS	396.00	472626
		11,606.75*
VETERANS SERVICE		
JEFFERSON COUNTY CREDIT CARDS	134.98	472622
		134.98*
		453,388.58**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	39.28	472514
ALL-PHASE ELECTRIC SUPPLY	85.92	472516
JACK BROOKS REGIONAL AIRPORT	163.23	472527
MUNRO'S	161.58	472534
UNITED PARCEL SERVICE	12.46	472565
O'REILLY AUTO PARTS	136.20	472658
CY-FAIR TIRE	40.50	472663
		639.17**
FEMA EMERGENCY		
OFFICE DEPOT	564.29	472537
ROMERO GLASS CO.	230.00	472542
SANITARY SUPPLY, INC.	193.62	472546
TRI-SUPPLY COMPANY	1,424.99	472562
ULINE SHIPPING SUPPLY SPECIALI	146.77	472564
LOWE'S HOME CENTERS, INC.	2,702.75	472596
JEFFERSON COUNTY CREDIT CARDS	5,125.70	472622
REPUBLIC SERVICES	450.00	472642
STERICYCLE, INC	280.00	472655
WES VICE HARDWOODS & SUPPLY INC	1,166.95	472669
KARA PENT	562.50	472670
JORDYN ROBERTS	330.00	472671
		13,177.57**
J.C. FAMILY TREATMENT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	133.90	472593
PATRICIA VELASCO	150.34	472643
		284.24**
LAW LIBRARY FUND		
LEXISNEXIS MATTHEW BENDER	1,232.69	472597
THOMSON REUTERS-WEST	344.69	472632
		1,577.38**
EMPG GRANT		
SOUTHEAST TEXAS WATER	26.85	472552
JEFFERSON COUNTY CREDIT CARDS	359.96	472622
		386.81**
JUVENILE PROB & DET. FUND		
TRUECORE BEHAVIORAL SOLUTIONS LLC	5,031.30	472653
		5,031.30**
GRANT A STATE AID		
TRUECORE BEHAVIORAL SOLUTIONS LLC	8,439.60	472653
		8,439.60**
COMMUNITY SUPERVISION FND		
OFFICE DEPOT	218.47	472536
UNITED STATES POSTAL SERVICE	159.22	472588
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	472611
		7,342.69**
JEFF. CO. WOMEN'S CENTER		
BELL'S LAUNDRY	424.78	472507
M&D SUPPLY	11.88	472532
OFFICE DEPOT	45.89	472536

PGM: GMCOMMV2	DATE 06-16-2020	PAGE: 7 42
NAME	AMOUNT	CHECK NO. TOTAL
SYSCO FOOD SERVICES, INC.	341.03	472554
TIME WARNER COMMUNICATIONS	41.50	472555
TOWER COMMUNICATIONS, INC.	60.00	472586
BEN E KEITH FOODS	746.16	472601
MATERA PAPER COMPANY INC	61.10	472631
WASTEWATER TRANSPORT SERVICES LLC	248.00	472638
		1,980.34**
DRUG DIVERSION PROGRAM		
OFFICE DEPOT	299.94	472536
		299.94**
LAW OFFICER TRAINING GRT		
ENTERGY	143.60	472522
ENTERGY	16.05	472523
		159.65**
DRUG INTERVENTION COURT		
STERICYCLE, INC	35.00	472654
		35.00**
CHEEK H2O & SEWER		
TEXAS DEPARTMENT OF AGRICULTURE	5,000.00	472673
		5,000.00**
UNCLAIMED FUNDS MGMT FUND		
MEGAN NATASHA DORNAN	20.00	472675
		20.00**
HOTEL OCCUPANCY TAX FUND		
C. JOHNNIE-ON-THE-SPOT	280.00	472512
MUNRO'S	93.09	472534
AT&T	186.43	472553
UNITED STATES POSTAL SERVICE	1.00	472588
JEFFERSON COUNTY CREDIT CARDS	26.99	472622
MATERA PAPER COMPANY INC	172.68	472631
		760.19**
COUNTY CLERK HAVA FUND		
OFFICE DEPOT	567.03	472536
ULINE SHIPPING SUPPLY SPECIALI	485.87	472563
		1,052.90**
CAPITAL PROJECTS FUND		
SE TEX CONSTRUCTION CORPORATION	40,476.57	472608
		40,476.57**
COASTAL RESTORATION PRJCT		
MK CONSTRUCTORS	321,041.91	472628
TIM RICHARDSON	9,000.00	472635
		330,041.91**
C O SERIES 2019 PROJECTS		
JOHNSON CONTROLS, INC.	272,823.00	472530
		272,823.00**
AIRPORT FUND		
ACTION OIL SERVICE, INC.	75.00	472498
ENTERGY	9,849.42	472525
LOUIS' YAZOO SALES & SERVICE, LLC	339.30	472531
MUNRO'S	86.17	472534
RALPH'S INDUSTRIAL ELECTRONICS	963.45	472543
SHERWIN-WILLIAMS	134.60	472550
UNITED STATES POSTAL SERVICE	2.93	472588
LOWE'S HOME CENTERS, INC.	48.62	472595
DISH NETWORK	106.14	472610
SOUTHEAST TEXAS PARTS AND EQUIPMENT	66.02	472637
TITAN AVIATION FUELS	1,495.00	472659
		13,166.65**
SE TX EMP. BENEFIT POOL		
STANDARD INSURANCE COMPANY	8,126.96	472607
EXPRESS SCRIPTS INC	60,962.95	472651

PGM: GMCOMMV2	DATE 06-16-2020	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
UNITED HEALTHCARE SERVICES INC	111,630.65	472666
SETEC FUND		180,720.56**
AMERICA'S NATIONWIDE NETTING	16,500.00	472598
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	472627
LIABILITY CLAIMS ACCOUNT		18,152.00**
STEVENS BALDO & LIGHTY PLLC	70.00	472650
KEVAN JOUBERT	7,035.67	472674
WORKER'S COMPENSATION FD		7,105.67**
TRISTAR RISK MANAGEMENT	1,414.81	472605
TRISTAR RISK MANAGEMENT	184.89	472606
SHERIFF'S FORFEITURE FUND		1,599.70**
JEFFERSON COUNTY CREDIT CARDS	49.99	472622
SILSBEE FORD INC	5,086.27	472636
LAKE COUNTRY CHEVROLET, INC.	4,357.64	472657
PAYROLL FUND		9,493.90**
JEFFERSON CTY. - FLEXIBLE SPENDING	15,144.00	472476
CLEAT	306.00	472477
JEFFERSON CTY. TREASURER	15,823.57	472478
RON STADTMUELLER - CHAPTER 13	339.81	472479
INTERNAL REVENUE SERVICE	208.00	472480
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,400.00	472481
JEFFERSON CTY. COMMUNITY SUP.	8,841.92	472482
JEFFERSON CTY. TREASURER - HEALTH	554,659.58	472483
JEFFERSON CTY. TREASURER - GENERAL	60.00	472484
JEFFERSON CTY. TREASURER - PAYROLL	1,796,078.12	472485
JEFFERSON CTY. TREASURER - PAYROLL	630,901.79	472486
MONY LIFE INSURANCE OF AMERICA	87.12	472487
POLICE & FIRE FIGHTERS' ASSOCIATION	1,975.01	472488
JEFFERSON CTY. TREASURER - TCDRS	722,855.75	472489
JEFFERSON COUNTY TREASURER	2,785.21	472490
JEFFERSON COUNTY - TREASURER -	7,439.72	472491
NECHES FEDERAL CREDIT UNION	38,518.21	472492
JEFFERSON COUNTY - NATIONWIDE	59,742.89	472493
JOHN TALTON	715.38	472494
BELINDA M ZURITA	230.77	472495
INVESCO INVESTMENT SERVICES, INC	1,444.99	472496
TRELLIS COMPANY	329.35	472497
APPELLATE JUDICIAL SYSTEM		3,862,887.19**
9TH COURT OF APPEALS	1,825.00	472612
CNTY & DIST COURT TECH FD		1,825.00**
JEFFERSON COUNTY CREDIT CARDS	629.90	472622
MARINE DIVISION		629.90**
ENTERGY	672.76	472522
AT&T	84.76	472553
SHERIFF - COMMISSARY		757.52**
JEFFERSON COUNTY CREDIT CARDS	713.20	472622
		713.20**
		5,273,821.46***





# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 16 day of June, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

**WHEREAS**, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 13, 2020; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the COVID-19 PANDEMIC and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 13, 2020.

SIGNED this 16th day of June, 2020.

ABSENT

JUDGE JEFF R. BRANICK

County Judge

COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

ABSENT

COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4







# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 16<sup>th</sup> day of June, 2020, on a motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

## COVERDELL FORENSIC SCIENCES IMPROVEMENT PROGRAM

**WHEREAS**, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Crime Laboratory Improvement Project be operated for the 2021 project year; and

**WHEREAS**, this grant will not require matching funds; and

**WHEREAS** The Jefferson County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Jefferson County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full; and

**WHEREAS**, The Jefferson County Commissioner's Court designates the Jefferson County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

**NOW, THEREFORE, BE IT RESOLVED** Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Crime Lab Improvement Project to the Office of the Governor, Criminal Justice Division.

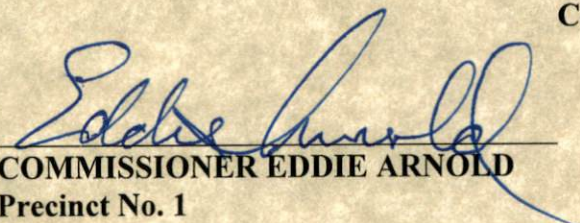
***Grant /Application Number 4131701***

SIGNED this 16th day of June 2020.

ABSENT

**JUDGE JEFF R. BRANICK**

County Judge

  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

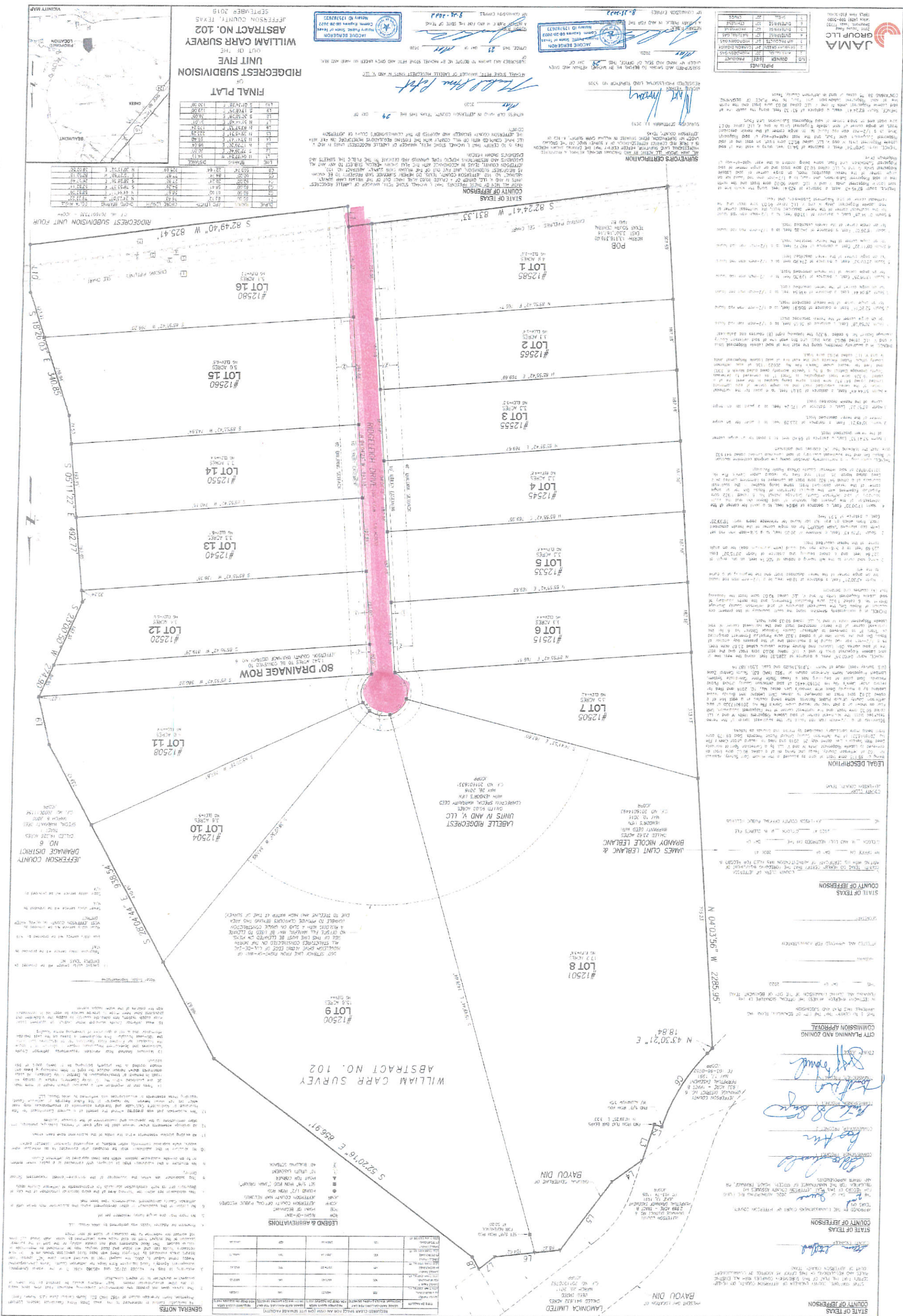
  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

ABSENT  
**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4











**CommunityBank**  
OF TEXAS

IRREVOCABLE LETTER OF CREDIT NO 1110006557

TO: Jeff Branick, County Judge of Jefferson County Texas and his successors in office

ISSUER: CommunityBank of Texas NA, a federally insured financial institution licensed to do business in the state of Texas

CUSTOMER: Labelle Ridgecrest Units IV and V LLC

AMOUNT OF SECURITY: \$46,964.40

SUBDIVISION: Labelle Ridgecrest

DATE OF POSTING: 06/01/2020

EXPIRATION DATE: 06/01/2022

The ISSUER hereby establishes this Credit and shall duly honor all drafts drawn and presented in accordance with this Credit. Jefferson County may draw on the ISSUER for the account of the CUSTOMER up to the aggregate AMOUNT OF SECURITY.

This Credit is conditioned on the performance of the duties of the CUSTOMER prior to the Expiration Date to provide for the construction and completion of the street, drainage, water and sewer improvements in the SUBDIVISION to according to the adopted Rules & Regulations of Jefferson County Road and Drainage Standards and Specification and filing of the plat, so that the improvements are performing to the Standards upon the approval of the construction of the improvements.

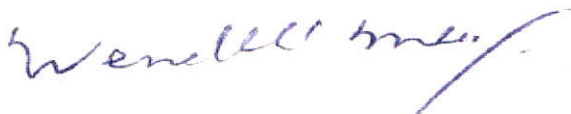
The only requirement necessary to draw on any part or all of the total amount of this Credit is a letter from the County Judge indicating that the County considers a drawing on this Letter of Credit necessary in order to complete all or part of the SUBDIVISION improvements to the County Standards. No further substantiation of the necessity for the draw is required by this letter.

Partial reductions in the amount of this Credit may be allowed. Multiple recoveries less than the total amount of the Credit are allowed. If this Letter of Credit is unenforceable as a statutory obligation, the ISSUER shall be bound by this contract as common law obligation.

Drafts must be presented on or before the EXPIRATION DATE by the close of business and will be honored within five (5) calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This credit may be revoked only by the written consent of the ISSUER and the County.

Except as expressly set forth herein, this credit is governed by the "Uniform Customs and Practices for Documentary Credits" (International Chamber of Commerce Publication No. 500 (1993)).

CommunityBank of Texas NA



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Wendell Meaux  
Executive Vice President



**Special, June 16, 2020**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, June 16, 2020