

SPECIAL, 11/18/2013 1:30:00 PM

BE IT REMEMBERED that on November 18, 2013, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff (ABSENT)

ROD CARROLL

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
November 18, 2013

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
November 18, 2013**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **18th** day of **November 2013** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

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

PURCHASING:

1. Award, execute, receive and file Acceptance of Offer for (IFB 13-025/KJS), Ford Park Arena House Public Address System for Jefferson County with Sweet Southern Sound in the amount of \$82,334.59.

SEE ATTACHMENTS ON PAGES 7 - 8

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve, execute, receive and file a Purchase Agreement with Motorola Solutions, Inc. and the Jefferson County Sheriff's Department for 800 Mhz Radio Repeater Migration in the amount of \$574,305.00 in accordance with H-GAC Contract RA05-12.13. This project is funded by the 2013 Port Security Grant Program, Federal share is 75% (\$430,728.75), and the Local match is 25% (\$143,576.25).

SEE ATTACHMENTS ON PAGES 9 - 79

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve, execute, receive and file a 12 month Postage Meter Rental Agreement with Pitney Bowes and the Jefferson County Tax Office in the amount of \$744.00, due in quarterly installments of \$186.00.

SEE ATTACHMENTS ON PAGES 80 - 80

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
November 18, 2013

4. Consider and possibly approve inter-department transfer of 2003 Ford F-150 Pickup Truck VIN # 1FTRW07L23KB98045 from Sheriff to Road & Bridge Pct. 2 as authorized by Local Government Code §262.011 (j).

SEE ATTACHMENTS ON PAGES 81 - 82

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

COUNTY AUDITOR:

5. Regular County Bills - check #387354 through check #387583.

SEE ATTACHMENTS ON PAGES 83 - 91

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

COUNTY CLERK:

6. Consider and possibly approve Order canvassing the results of the November 5, 2013, Constitutional Amendment Election.

SEE ATTACHMENTS ON PAGES 92 - 96

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

COUNTY COMMISSIONER:

7. Consider and possibly approve a Resolution to cast votes in the Election of the Board of Directors of the Jefferson County Appraisal District as provided by Section 6.03(f) of the Texas Tax Code. Jefferson County has 909 votes for this election and may cast all such votes for one candidate.

SEE ATTACHMENTS ON PAGES 97 - 97

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

Notice of Meeting and Agenda and Minutes
November 18, 2013

8. Consider, possibly approve and authorize the County Judge to execute an Amended Agreement with Tim Richardson.

SEE ATTACHMENTS ON PAGES 98 - 106

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY TREASURER:

9. Consider and possibly approve, execute, receive and file the 2013-2014 Jefferson County Investment Policy and Procedures.

SEE ATTACHMENTS ON PAGES 107 - 202

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

ENGINEERING:

10. Execute, receive and file Utility Permit 03-U-13 to AT & T for Communication Service along Old Sour Lake Road. Project is located in Precinct No. 1.

SEE ATTACHMENTS ON PAGES 203 - 219

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

Other Business:

SET NEXT MEETING DATE NOVEMBER 28, & 29, 2013 IS A COUNTY HOLIDAY (THANKSGIVING)

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

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

Notice of Meeting and Agenda and Minutes
November 18, 2013

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): 1, 2, _____.

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

Sweet Southern Sound

Company Name

For clarification of this offer, contact:

PO box 5854

Address

Clinton Hill

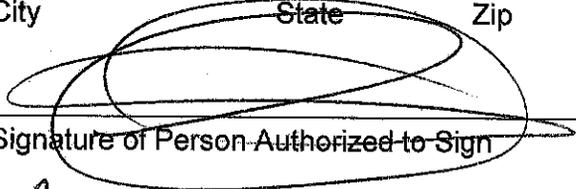
Name

Deerport TX 77726

City State Zip

409-242-0422

Phone Fax



Signature of Person Authorized to Sign

clint.hill@sweetsouthern.com

E-mail

Clinton Hill

Printed Name

owner

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 13-025/KJS Ford Park Arena House Public Address System for Jefferson County

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: IFB 13-025/KJS Contract for Ford Park Arena House Public Address System for Jefferson County. 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

Date

Carolyn L. Guidry
County Clerk



Motorola Solutions, Inc.
1507 LBJ Freeway, Suite 700
Farmers Branch, TX. 75234
USA

November 7, 2013

Mark Dubois
Deputy Chief
1001 Pearl St
Beaumont, Texas 77701

Subject: Jefferson County GTR8000 Repeater Migration

Dear Chief Dubois:

Motorola Solutions, Inc. ("Motorola") is pleased to present the enclosed proposal to Jefferson County regarding the GTR8000 Repeater Migration.

The proposal is subject to the terms and conditions of the enclosed Purchase Agreement and shall remain valid until December 15, 2013. Jefferson County may indicate its acceptance of this agreement by signing the Agreement.

We thank you for the opportunity to furnish Jefferson County with our communications solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

We look forward to receiving your response. If you have any questions or concerns regarding this proposal, please feel free to contact your Motorola Account Manager, Chris Matthieu at (832) 689-0833.

Sincerely yours,

MOTOROLA SOLUTIONS, INC.

A handwritten signature in blue ink, appearing to read 'E. Fuerst', written over a faint blue line.

Edward Fuerst
Motorola Solutions Sales and Services, Inc. Vice President
North America Government Markets

3600 GTR 8000 MIGRATION



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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TABLE OF CONTENTS

Section 1

System Description	1-1
1.1 QUANTAR Repeater Replacement for Jefferson County Sheriff's Office, TX.....	1-1
1.1.1 Design Details	1-1
1.1.1.1 Beaumont RF Site	1-1
1.1.1.2 Port Neches RF Site.....	1-2
1.1.1.3 Crown RF Site	1-2
1.1.1.4 Hwy 73 RF Site.....	1-3
1.1.1.5 Project 25 Software Upgrades.....	1-3
1.1.1.6 Equipment Spares	1-3
1.1.1.7 Design Responsibility and Assumptions.....	1-4
1.1.2 GTR 8000 ESS.....	1-4

Section 2

Equipment List	2-1
----------------------	-----

Section 3

Statement of Work	3-1
3.1 Overview	3-1
3.2 Assumptions.....	3-2
3.3 Contract.....	3-2
3.3.1 Contract Award (Milestone).....	3-2
3.3.2 Contract Administration	3-2
3.3.3 Project Kickoff	3-3
3.4 Contract Design Review.....	3-4
3.4.1 Review Contract Design.....	3-4
3.4.2 Design Approval (Milestone)	3-5
3.5 Order Processing	3-5
3.5.1 Process Equipment List.....	3-5
3.6 Manufacturing	3-6
3.6.1 Manufacture Motorola Fixed Network Equipment	3-6
3.6.2 Manufacture Non-Motorola Equipment	3-6
3.6.3 Ship Equipment to Field	3-6
3.6.4 Ship Acceptance (Milestone).....	3-6
3.7 Civil Work for Jefferson County Sheriff's Office-Provided Facilities	3-7
3.8 System Installation	3-8
3.8.1 Install Fixed Network Equipment.....	3-8
3.8.2 Motorola will perform the following tasks at the identified sites-.....	3-9
3.8.3 Fixed Network Equipment Installation Complete.....	3-11
3.8.4 System Installation Acceptance (Milestone).....	3-11



3.9	System Optimization	3-11
3.9.1	Optimize System FNE	3-11
3.9.2	Link Verification	3-11
3.9.3	Completion Criteria:.....	3-12
3.9.4	Optimization Complete	3-12
3.10	Training	3-12
3.10.1	Perform Training.....	3-12
3.11	Audit and Acceptance Testing	3-12
3.11.1	Perform R56 Installation Audit.....	3-12
3.11.2	Perform Equipment Testing.....	3-12
3.11.3	Perform Functional Testing	3-13
3.11.4	System Acceptance Test Procedures (Milestone)	3-13
3.11.5	Transition to Service/Project Transition Certificate.....	3-13
3.11.6	Finalize Documentation	3-14
3.11.7	Final Acceptance (Milestone)	3-14
3.12	Project Administration	3-14
3.12.1	Project Status Meetings	3-14
3.12.2	Progress Milestone Submittal.....	3-15
3.12.3	Change Order Process.....	3-15
3.12.3.1	Example - Change Order Form	3-16

Section 4

Warranty and Services.....	4-1
4.1 Warranty Services.....	4-2
4.1.1 Dispatch Service	4-2
4.1.2 On-Site Infrastructure Response.....	4-2
4.1.3 Network Preventative Maintenance.....	4-3
4.1.4 Infrastructure Repair.....	4-3
4.1.5 Infrastructure Repair with Advanced Replacement	4-3
4.1.6 Technical Support Service	4-3
4.1.7 Network Monitoring Service	4-4
4.2 Post-Warranty Services.....	4-4
4.3 Summary.....	4-5

Section 5

Pricing Summary.....	5-1
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Section 6

Terms and Conditions.....	6-1
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SECTION 1

SYSTEM DESCRIPTION

1.1 QUANTAR REPEATER REPLACEMENT FOR JEFFERSON COUNTY SHERIFF'S OFFICE, TX

The existing Beaumont/Jefferson County Sheriff's Office ASTRO radio system has a 4 site, 21 channel simulcast sub-system containing 84 QUANTAR repeaters. The City has requested to initiate a multi-phase project to replace the aging QUANTAR repeaters with new GTR 8000 transceivers that are upgradeable to Project 25 Phase 1 and 2 standards. The scope of this project is to replace sixteen (16) of the existing QUANTAR simulcast repeaters with new GTR 8000 transceivers. The proposed GTR transceivers are equipped with software and hardware to make them compatible with the existing 3600 Smart-X trunking equipment currently in place. Additionally, software upgrades for the GTR transceivers to enable Project 25 Phase 1 operation are included in this proposal.

Please note that the Project 25 Phase 1 upgrade software is for the GTR transceivers only and the simulcast system will require additional hardware and software upgrades to enable P25 Phase 1 operation.

Design requirements and caveats:

- For simulcast systems, it is critical that all transceivers on a given RF channel have the same type of repeater/station. This means that all transceivers on a simulcast channel must be either the existing QUANTAR repeaters, or the new GTR 8000 transceivers. Hence, the transceivers will be replaced in groups of 4—one at each of the 4 simulcast sites per RF channel. This project will replace 16 of the existing QUANTAR repeaters.
- Motorola understands that equipment space may be an issue at some of the RF equipment shelters. The new GTR transceivers come pre-racked in groups of up to six stations per rack in a configuration referred to as a GTR ESS (Expandable Site Subsystem). During this multi-phase project, it may be necessary to relocate existing racks or temporarily install the new GTR ESS racks to make the cutover/transition to the new stations a smooth process. Motorola will work with the City to determine the optimum rack layout for each site for this project as well as future upgrade needs.

1.1.1 Design Details

1.1.1.1 Beaumont RF Site

The following equipment and services will be provided at the Beaumont RF site:

- Install modules for four (4) channels in existing ESS Rack.
- Remove QUANTARS operating on channels 12, 15, 20, and 21 from service.
- Run ½" Superflex cable from the four (4) new GTR power amps to the appropriate ports on the existing Beaumont combining equipment (bypass the new GTR combining equipment).
- Run ¼" Superflex cable from the primary GTR ESS rack interface panel to the existing multicoupler.



- Provide, build, and install the appropriate data, RF, voice, and signaling cables from four (4) GTR transceivers (V.24, analog, control, 1 PPS signal, and 5MHz signal) to the appropriate channel bank and frequency standard. Existing cables may be reused if they are the appropriate length, are in good condition, and have the appropriate connectors on them.
- Run four (4) 120VAC—15Amp circuits in conduit from the UPS panel to the GTR ESS interface panels and terminate each circuit to the appropriate GTR power supply. Circuits that feed the existing QUANTAR stations removed from service may be re-used for this service if the breakers and cable are sized appropriately.

1.1.1.2 Port Neches RF Site

The following equipment and services will be provided at the Port Neches RF site:

- Install modules for four (4) channels in existing ESS Rack.
- Remove QUANTARS operating on channels 12, 15, 20, and 21 from service.
- Run ½" Superflex cable from the four (4) new GTR power amps to the appropriate ports on the existing Port Neches combining equipment (bypass the new GTR combining equipment).
- Run 1/4" Superflex cable from the primary GTR ESS rack interface panel to the existing multicoupler.
- Provide, build, and install the appropriate data, RF, voice, and signaling cables from four (4) GTR transceivers (V.24, analog, control, 1 PPS signal, and 5MHz signal) to the appropriate channel bank and frequency standard. Existing cables may be reused if they are the appropriate length, are in good condition, and have the appropriate connectors on them.
- Run four (4) 120VAC—15Amp circuits in conduit from the UPS panel to the GTR ESS interface panels and terminate each circuit to the appropriate GTR power supply. Circuits that feed the existing QUANTAR stations removed from service may be re-used for this service if the breakers and cable are sized appropriately.

1.1.1.3 Crown RF Site

The following equipment and services will be provided at the Crown RF site:

- Install modules for four (4) channels in existing ESS Rack.
- Remove QUANTARS operating on channels 12, 15, 20, and 21 from service.
- Run ½" Superflex cable from the four (4) new GTR power amps to the appropriate ports on the existing Crown combining equipment (bypass the new GTR combining equipment).
- Run 1/4" Superflex cable from the primary GTR ESS rack interface panel to the existing multicoupler.
- Provide, build, and install the appropriate data, RF, voice, and signaling cables from four (4) GTR transceivers (V.24, analog, control, 1 PPS signal, and 5MHz signal) to the appropriate channel bank and frequency standard. Existing cables may be reused if they are the appropriate length, are in good condition, and have the appropriate connectors on them.
- Run four (4) 120VAC—15Amp circuits in conduit from the UPS panel to the GTR ESS interface panels and terminate each circuit to the appropriate GTR power supply. Circuits that feed the existing QUANTAR stations removed from service may be re-used for this service if the breakers and cable are sized appropriately.



1.1.1.4 Hwy 73 RF Site

The following equipment and services will be provided at the Hwy 73 RF site:

- Install modules for four (4) channels in existing ESS Rack.
- Remove QUANTARS operating on channels 12, 15, 20, and 21 from service.
- Run ½" Superflex cable from the four (4) new GTR power amps to the appropriate ports on the existing Hwy 73 combining equipment (bypass the new GTR combining equipment).
- Run ¼" Superflex cable from the primary GTR ESS rack interface panel to the existing multicoupler.
- Provide, build, and install the appropriate data, RF, voice, and signaling cables from four (4) GTR transceivers (V.24, analog, control, 1 PPS signal, and 5MHz signal) to the appropriate channel bank and frequency standard. Existing cables may be reused if they are the appropriate length, are in good condition, and have the appropriate connectors on them.
- Run four (4) 120VAC—15Amp circuits in conduit from the UPS panel to the GTR ESS interface panels and terminate each circuit to the appropriate GTR power supply. Circuits that feed the existing QUANTAR stations removed from service may be re-used for this service if the breakers and cable are sized appropriately.

1.1.1.5 Project 25 Software Upgrades

Software upgrades for the GTR transceivers to enable Project 25 Phase 1 operation are included in this proposal.

Please note that the Project 25 Phase 1 upgrade software is for the GTR transceivers only and the simulcast system will require additional hardware and software upgrades to enable P25 Phase 1 operation (requires new simulcast controllers, comparators, LAN equipment, etc). The software upgrades will be installed after all 84 QUANTAR repeaters are replaced and the City has purchased the additional hardware and software upgrades required to migrate the simulcast cell to P25 operation. The scope of this project is to deploy GTR transceivers equipped with 3600 trunking software.

1.1.1.6 Equipment Spares

The following equipment spares will be provided to minimize outages that occur as result of equipment damage or failure.

- QTY (1) one GTR 8000 transceiver module
- QTY (1) one GTR 8000 power amp module
- QTY (1) one GTR 8000 power supply
- QTY (1) one GTR 8000 fan module
- QTY (1) one 700/800 MHz Site LNA
- QTY (1) one 700/800 MHz Cabinet RMC Module
- QTY (1) one GTR XHub module

1.1.1.7 Design Responsibility and Assumptions

Motorola has prepared this proposal keeping in mind some design assumptions and responsibilities. These are summarized below. The city can request to make changes to any of the bullet points and an updated proposal will be submitted.

- This proposal does not include any shelters, towers, generators, UPS' or other equipment or civil work not specifically outlined in the System Description or Statement of Work.
- Jefferson County Sheriff's Office is responsible for providing four (4) 120VAC—15Amp UPS circuits at each RF site.
- This proposal does not include any new antenna systems. The existing antenna systems and networks will be utilized during this project.
- Existing combining/multicoupling equipment will be re-used during the QUANTAR replacement project at the radio sites. See the Design Details section above for details on which combining equipment will be reused for this project. Once all 84 QUANTARS have been replaced with GTR 8000 transceivers, then the combining equipment provided in the GTR ESS racks will be utilized, and the existing antenna systems will be cut-over to the new combining equipment.
- This proposal does not include any coverage acceptance testing.
- After contract acceptance and during the detailed design review between the City and Motorola, a "Functional" Acceptance Test (FATP) will be developed that will test basic trunking system functionality for the new GTR transceivers. The FATP will serve as the testing document for system acceptance.

1.1.2 GTR 8000 ESS

The GTR 8000 Expandable Site Subsystem (Figure 1-1) is offered in a variety of configurations and contains some features listed below that are typical for GTR ESS equipment and may not be included in this proposal.

The GTR 8000 Expandable Site Subsystem is space-efficient, integrating up to six GTR 8000 Base Radios, redundant GCP 8000 Site Controllers or GPB 8000 Reference Distribution Modules, redundant Ethernet LAN switches, redundant network gateways, transmit combiners, and receiver multicouplers into a single rack footprint. This enables a highly resilient architecture that provides industry-leading protection against single-points-of failure at the RF sites while providing a turn-key site solution that minimizes site cabling connections and installation effort.

The GTR ESS can support a variety of systems when properly equipped including ASTRO 25 Simulcast & Site Repeater Trunking operation, 25 kHz High Performance Data, Conventional operation, and/or 3600 Trunking operation. When retrofitting the GTR 8000 into simulcast systems with legacy 3600 trunking stations, every station on a channel should be operating on the same station type.

The GTR ESS equipment is designed so that many upgrades, migrations, and conversions can be completed with only software installations, allowing new features to be quickly added to your existing system with a simple download. You can easily add P25 TDMA operation, information assurance, network security, and system updates to keep your system up to date with the latest trunking technologies.



Figure 1-1: GTR 8000 Expandable Site Subsystem cabinet configuration—Front View.
Rack mount configuration is available and has a similar layout.

SECTION 2

EQUIPMENT LIST

Qty	Nomenclature	Description
1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
1	CA00855AA	ADD: 700/800 MHZ
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA02207AA	ADD:3600 TRUNKING SIMULCAST OPERATI
1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
1	CA00855AA	ADD: 700/800 MHZ
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA02207AA	ADD:3600 TRUNKING SIMULCAST OPERATI
1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
1	CA00855AA	ADD: 700/800 MHZ
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA02207AA	ADD:3600 TRUNKING SIMULCAST OPERATI
1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
1	CA00855AA	ADD: 700/800 MHZ
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA02207AA	ADD:3600 TRUNKING SIMULCAST OPERATI
1	DLN6883	FRU: XCVR 7/800 MHZ V2 W/OPT CARD
1	DLN6895	FRU: PA 7/800 MHZ
1	DLN6781	FRU POWER SUPPLY
1	DLN6898	FRU: FAN MODULE
1	DLN6634	FRU: 700/800 MHZ SITE LNA
1	DLN1306	FRU: 700/800 MHZ CABINET RMC MODULE
1	DLN6677	FRU: G-SERIES XHUB
16	5886055Y01	FEMALE N TO MALE QN
32	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
300	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
9	DSF1TBMC	F1TBM-C 1/4" BNC MALE CONNECTOR
3	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
60	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	T7140	G-SERIES SOFTWARE UPGRADE
16	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO
16	CA02335AA	ADD: 3600 TO P25 UPGRADE



STATEMENT OF WORK

3.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Jefferson County Sheriff's Office Sheriff's Office. The tasks described herein will be performed by Motorola, its subcontractors, and Jefferson County Sheriff's Office Sheriff's Office to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Jefferson County Sheriff's Office Sheriff's Office during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Jefferson County Sheriff's Office Sheriff's Office.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other Change Orders that may occur during the execution of the project.

The existing Beaumont/Jefferson County Sheriff's Office ASTRO radio system has a 4 site, 21 channel simulcast sub-system containing 84 QUANTAR repeaters. The City has requested to initiate a multi-phase project to replace the aging QUANTAR repeaters with new GTR 8000 transceivers that are upgradeable to Project 25 Phase 1 and 2 standards. The scope of this project is to replace sixteen (16) of the existing QUANTAR simulcast repeaters with new GTR 8000 transceivers. The proposed GTR transceivers are equipped with software and hardware to make them compatible with the existing 3600 Smart-X trunking equipment currently in place. Additionally, software upgrades for the GTR transceivers to enable Project 25 Phase 1 operation are included in this proposal. Please note that the Project 25 Phase 1 upgrade software is for the GTR transceivers only and the simulcast system will require additional hardware and software upgrades to enable P25 Phase 1 operation.



3.2 ASSUMPTIONS

Motorola has based the system design on information provided by Jefferson County Sheriff's Office and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Jefferson County Sheriff's Office, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a Change Order.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should Jefferson County Sheriff's Office system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- For simulcast systems, it is critical that all transceivers on a given RF channel have the same type of repeater/station. This means that all transceivers on a simulcast channel must be either the existing QUANTAR repeaters, or the new GTR 8000 transceivers. Hence, the transceivers will be replaced in groups of 4 – one at each of the 4 simulcast sites per RF channel. This project will replace 16 of the existing QUANTAR repeaters.
- Motorola understands that equipment space may be an issue at some of the RF equipment shelters. The new GTR transceivers come pre-racked in groups of up to six stations per rack in a configuration referred to as a GTR ESS (Expandable Site Subsystem). During this multi-phase project, it may be necessary to relocate existing racks or temporarily install the new GTR ESS racks to make the cutover/transition to the new stations a smooth process. Motorola will work with the customer to determine the optimum rack layout for each site for this project as well as future upgrade needs.
- This proposal does not include any new antenna systems. The existing antenna systems and networks will be utilized during this project.
- Existing combining/multicoupling equipment will be re-used during the QUANTAR replacement project at the radio sites.
- This proposal does not include any coverage acceptance testing.

3.3 CONTRACT

3.3.1 Contract Award (Milestone)

- Jefferson County Sheriff's Office and Motorola execute the contract and both parties receive all the necessary documentation.

3.3.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with Jefferson County Sheriff's Office.



Jefferson County Sheriff's Office Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Jefferson County Sheriff's Office is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and Jefferson County Sheriff's Office assign all required resources.
- Project kickoff meeting is scheduled.

3.3.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Jefferson County Sheriff's Office.
- Review the resource and scheduling requirements with Jefferson County Sheriff's Office.
- Review the Project Schedule with Jefferson County Sheriff's Office to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and Jefferson County Sheriff's Office), meetings, reports, milestone acceptance, and Jefferson County Sheriff's Office's participation in particular phases.

Jefferson County Sheriff's Office Responsibilities:

- Jefferson County Sheriff's Office's key project team participants attend the meeting.
- Review Motorola and Jefferson County Sheriff's Office responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.



3.4 CONTRACT DESIGN REVIEW

3.4.1 Review Contract Design

Motorola Responsibilities:

- Meet with Jefferson County Sheriff's Office's project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to Jefferson County Sheriff's Office for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for the field.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- Establish demarcation point (supplied by the Motorola system engineer) to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces.
- Finalize site acquisition and development plan.
 - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
 - If applicable, test existing equipment with which Motorola equipment will interface.
- Work with Jefferson County Sheriff's Office to identify radio interference between the new communication system and other existing radio systems.

Restrictions:

Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.

Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.

Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.

If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by Jefferson County Sheriff's Office and documented through the Change Order process.



Jefferson County Sheriff's Office Responsibilities:

- Jefferson County Sheriff's Office's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Frequency Licensing and Interference:
 - As mandated by the FCC, Jefferson County Sheriff's Office, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for the FCC licensing and frequency coordination fees. (If Applicable)
 - Provide the FCC "call sign" station identifier for each site prior to system staging.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

3.4.2 Design Approval (Milestone)

- Jefferson County Sheriff's Office executes a Design Approval milestone document.

3.5 ORDER PROCESSING

3.5.1 Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with Jefferson County Sheriff's Office the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Jefferson County Sheriff's Office Responsibilities:

- Approve shipping location(s).

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.



3.6 MANUFACTURING

3.6.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Jefferson County Sheriff's Office Responsibilities:

- None.

Completion Criteria:

- FNE shipped to either the field.

3.6.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

- Procure non-Motorola equipment necessary for the system based on equipment order.

Jefferson County Sheriff's Office Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola manufactured equipment to the field.

3.6.3 Ship Equipment to Field

Motorola Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Jefferson County Sheriff's Office Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

3.6.4 Ship Acceptance (Milestone)

- All equipment shipped to the field.



3.7 CIVIL WORK FOR JEFFERSON COUNTY SHERIFF'S OFFICE- PROVIDED FACILITIES

Motorola Responsibilities:

- Provide electrical requirements for each equipment rack to be installed in the Customer-provided facilities.
- Provide heat load for each equipment rack to be installed in the Customer-provided facilities.
- Extend customer provided electrical to Motorola equipment and terminate at the OP8 or Cabinet electric panel.

Jefferson County Sheriff's Office Responsibilities:

- If applicable and based on local jurisdictional authority, Jefferson County Sheriff's Office will be responsible for any installation or up-grades of the Critical Operation Power Systems in order to comply with NFPA 70, Article 708. (None are expected as part of this project)
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections. (Existing sites will be used, thus no permits are expected to be required)
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. (Motorola will be re-using the existing electrical circuits to provide power to the new repeaters)
- Provide floor space and desk space for the System equipment at the Customer-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36-inch clearance in the front and back.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.



- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Supply all permits if contractually required.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Complete all customer deliverables in accordance within the approved project schedule.

Completion Criteria:

- All sites are ready for equipment installations in compliance with Motorola's R56 standards.

3.8 SYSTEM INSTALLATION

3.8.1 Install Fixed Network Equipment

Motorola Responsibilities:

- Motorola will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R-56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations/Industry Canada.
- For installation of the fixed equipment at the various sites, Motorola will furnish all cables for power, audio, control, and radio transmission to connect the Motorola supplied equipment to the power panels or receptacles and the audio/control line connection point.
- During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.
- Will not provide storage location for the Motorola-provided equipment.
- Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Will remove and relocate existing equipment as listed below.
- Will not dispose of existing equipment.



3.8.2 Motorola will perform the following tasks at the identified sites-

Beaumont RF Site

Install the following equipment and provide services listed below at the Beaumont RF site:

- Install modules for four (4) channels in existing ESS Rack.
- Remove QUANTARs operating on channels 12, 15, 20, and 21 from service.
- Run ½" Superflex cable from the four (4) new GTR power amps to the appropriate ports on the existing Beaumont combining equipment (bypass the new GTR combining equipment).
- Run ¼" Superflex cable from the primary GTR ESS rack interface panel to the existing multicoupler.
- Provide, build, and install the appropriate data, RF, voice, and signaling cables from four (4) GTR transceivers (V.24, analog, control, 1 PPS signal, and 5MHz signal) to the appropriate channel bank and frequency standard. Existing cables may be reused if they are the appropriate length, are in good condition, and have the appropriate connectors on them.
- Run four (4) 120VAC – 15Amp circuits in conduit from the UPS panel to the GTR ESS interface panels and terminate each circuit to the appropriate GTR power supply. Circuits that feed the existing QUANTAR stations removed from service may be re-used for this service if the breakers and cable are sized appropriately.

Crown RF Site

Install the following equipment and provide services listed below at the Crown RF site:

- Install modules for four (4) channels in existing ESS Rack.
- Remove QUANTARs operating on channels 12, 15, 20, and 21 from service.
- Run ½" Superflex cable from the four (4) new GTR power amps to the appropriate ports on the existing Crown combining equipment (bypass the new GTR combining equipment).
- Run ¼" Superflex cable from the primary GTR ESS rack interface panel to the existing multicoupler.
- Provide, build, and install the appropriate data, RF, voice, and signaling cables from four (4) GTR transceivers (V.24, analog, control, 1 PPS signal, and 5MHz signal) to the appropriate channel bank and frequency standard. Existing cables may be reused if they are the appropriate length, are in good condition, and have the appropriate connectors on them.
- Run four (4) 120VAC – 15Amp circuits in conduit from the UPS panel to the GTR ESS interface panels and terminate each circuit to the appropriate GTR power supply. Circuits that feed the existing QUANTAR stations removed from service may be re-used for this service if the breakers and cable are sized appropriately.



Hwy 73 RF Site

Install the following equipment and provide services listed below at the Hwy 73 RF site:

- Install modules for four (4) channels in existing ESS Rack.
- Remove QUANTARs operating on channels 12, 15, 20, and 21 from service.
- Run ½" Superflex cable from the four (4) new GTR power amps to the appropriate ports on the existing Hwy 73 combining equipment (bypass the new GTR combining equipment).
- Run 1/4" Superflex cable from the primary GTR ESS rack interface panel to the existing multicoupler.
- Provide, build, and install the appropriate data, RF, voice, and signaling cables from four (4) GTR transceivers (V.24, analog, control, 1 PPS signal, and 5MHz signal) to the appropriate channel bank and frequency standard. Existing cables may be reused if they are the appropriate length, are in good condition, and have the appropriate connectors on them.
- Run four (4) 120VAC – 15Amp circuits in conduit from the UPS panel to the GTR ESS interface panels and terminate each circuit to the appropriate GTR power supply. Circuits that feed the existing QUANTAR stations removed from service may be re-used for this service if the breakers and cable are sized appropriately.

Port Neches RF Site

Install the following equipment and provide services listed below at the Port Neches RF site:

- Install modules for four (4) channels in existing ESS Rack.
- Remove QUANTARs operating on channels 12, 15, 20, and 21 from service.
- Run ½" Superflex cable from the four (4) new GTR power amps to the appropriate ports on the existing Port Neches combining equipment (bypass the new GTR combining equipment).
- Run 1/4" Superflex cable from the primary GTR ESS rack interface panel to the existing multicoupler.
- Provide, build, and install the appropriate data, RF, voice, and signaling cables from four (4) GTR transceivers (V.24, analog, control, 1 PPS signal, and 5MHz signal) to the appropriate channel bank and frequency standard. Existing cables may be reused if they are the appropriate length, are in good condition, and have the appropriate connectors on them.
- Run four (4) 120VAC – 15Amp circuits in conduit from the UPS panel to the GTR ESS interface panels and terminate each circuit to the appropriate GTR power supply. Circuits that feed the existing QUANTAR stations removed from service may be re-used for this service if the breakers and cable are sized appropriately.

Jefferson County Sheriff's Office Responsibilities:

- Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with Jefferson County Sheriff's Office's designated contact, and inventory all equipment.
- Provide four (4) 120VAC – 15Amp UPS circuits at each RF site. (Motorola intends to re-use existing circuits for this project)
- Provide access to the sites, as necessary.

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.



3.8.3 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by Jefferson County Sheriff's Office.

3.8.4 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by Jefferson County Sheriff's Office.

3.9 SYSTEM OPTIMIZATION

3.9.1 Optimize System FNE

Motorola Responsibilities:

- Motorola and its subcontractors optimize each subsystem.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Test and optimize the portion of the simulcast system impacted by the QUANTAR replacements.

Jefferson County Sheriff's Office Responsibilities:

- Provide access/escort to the sites.

Completion Criteria:

- System FNE optimization is complete.

3.9.2 Link Verification

Motorola Responsibilities:

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

It should be noted that 900 MHz, 2.4 GHz, and 5.2/5.4/5.8 GHz bands are unlicensed. Therefore, Motorola has no control over signal emissions in these bands that may interfere with the desired signals. Although link surveys will identify possible existing interference sources, there is no guarantee that interference will not emerge after the survey. Motorola can assist Jefferson County Sheriff's Office in assessing interference issues if they occur, however, the cost for the services and any additional equipment necessary to resolve the interference problem are beyond the scope of the generic link survey and installation.



Jefferson County Sheriff's Office Responsibilities:

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

3.9.3 Completion Criteria:

- Link verification successfully completed.

3.9.4 Optimization Complete

- System optimization is completed. Motorola and Jefferson County Sheriff's Office agree that the equipment is ready for acceptance testing.

3.10 TRAINING**3.10.1 Perform Training****Motorola Responsibilities:**

- Training is not included under this agreement.

3.11 AUDIT AND ACCEPTANCE TESTING**3.11.1 Perform R56 Installation Audit****Motorola Responsibilities:**

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

Jefferson County Sheriff's Office Responsibilities:

- Provide access/escort to the sites.
- Witness tests (if desired).

Completion Criteria:

- All R56 audits completed successfully.

3.11.2 Perform Equipment Testing**Motorola Responsibilities:**

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or Jefferson County Sheriff's Office) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.



Jefferson County Sheriff's Office Responsibilities:

- Witness tests if desired.

Completion Criteria:

- Successful completion of equipment testing.

3.11.3 Perform Functional Testing

Motorola Responsibilities:

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Jefferson County Sheriff's Office for review.
- Resolve any minor task failures before Final System Acceptance.

Jefferson County Sheriff's Office Responsibilities:

- Witness the functional testing.

Completion Criteria:

- Successful completion of the functional testing.
- Jefferson County Sheriff's Office approval of the functional testing.

3.11.4 System Acceptance Test Procedures (Milestone)

- Jefferson County Sheriff's Office approves the completion of all the required tests.

3.11.5 Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

Jefferson County Sheriff's Office Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- All service information has been delivered and approved by Jefferson County Sheriff's Office.

3.11.6 Finalize Documentation

Motorola Responsibilities:

- Provide an electronic as-built system manual on a Compact Disc (CD). The documentation will include the following:
 - System-Level Diagram.
 - Site Block Diagrams.
 - Site Floor Plans.
 - Site Equipment Rack Configurations.
 - Antenna Network Drawings for RF Sites (where applicable).
 - ATP Test Checklists.
 - Functional Acceptance Test Plan Test Sheets and Results.
 - Equipment Inventory List.

Drawings will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Jefferson County Sheriff's Office Responsibilities:

- Receive and approve all documentation provided by Motorola.

Completion Criteria:

- All required documentation is provided and approved by Jefferson County Sheriff's Office.

3.11.7 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from Jefferson County Sheriff's Office.

3.12 PROJECT ADMINISTRATION

3.12.1 Project Status Meetings

Motorola Responsibilities:

- Once per month, the Motorola Project Manager or designee will attend the project status meetings with Jefferson County Sheriff's Office, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either Jefferson County Sheriff's Office or Motorola.

Jefferson County Sheriff's Office Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.



Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

3.12.2 Progress Milestone Submittal

Motorola Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

Jefferson County Sheriff's Office Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- Jefferson County Sheriff's Office approval of the Milestone Completion document(s).

3.12.3 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a Change Order. Neither Party is obligated to perform requested changes unless both Parties execute a written Change Order.



3.12.3.1 Example - Change Order Form

Change Order No.	
Date:	
Project Name:	
Customer Name:	
Customer Project Mgr:	

The purpose of this Change Order is to: (highlight the key reasons for this Change Order)

Contract #	REQUIRED	Contract Date:	

In accordance with the terms and conditions of the contract identified above between the Customer and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$	
Previous Change Order amounts for Change Order numbers ____ through ____	\$	
This Change Order:	\$	
New Contract Value:	\$	

Completion Date Adjustments

Original Completion Date:	
Current Completion Date prior to this Change Order:	
New Completion Date:	

Changes in Equipment: (additions, deletions or modifications) Include attachments if needed

Changes in Services: (additions, deletions or modifications)
Include attachments if needed

--

Schedule Changes: (describe change or N/A)

--

Pricing Changes: (describe change or N/A)

--

Customer Responsibilities (describe change or N/A)

--

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

--

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.



WARRANTY AND SERVICES

Motorola has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

THE MOTOROLA SERVICE DELIVERY TEAM

Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Network Monitoring.
- Dispatch Service.
- Infrastructure Repair with Advanced Replacement.
- Technical Support.

Motorola has proven experience to deliver mission critical network support

- Extensive Experience – Motorola has over 75 years of experience supporting mission critical communications and the Public Safety community.
- Capacity to Respond – Motorola's network of local service centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- Flexibility and Scalability – Motorola's Support Plans are customized to meet individual Customer needs.
- Skills and Process – Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.



Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability. Motorola's authorized service centers are assessed annually for technical and administrative competency.

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for Jefferson County Sheriff's Office, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

4.1 WARRANTY SERVICES

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package mirror those being delivered to City of Beaumont/Jefferson County and are listed below along with a brief description.

4.1.1 Dispatch Service

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

4.1.2 On-Site Infrastructure Response

Motorola On-Site Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

4.1.3 Network Preventative Maintenance

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment.
- Remove dust and foreign substances.
- Clean filters.
- Measure, record, align and adjust equipment to meet original manufacturer's specifications.

This service is performed based on a schedule agreed upon between you and Motorola. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.

4.1.4 Infrastructure Repair

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

4.1.5 Infrastructure Repair with Advanced Replacement

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment. In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replace it in our centralized inventory.

4.1.6 Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.



4.1.7 Network Monitoring Service

Network Monitoring Service can help keep your network at optimum availability so it is ready to serve mission critical communications needs. By watching over the network continuously, Network Monitoring Service takes action whenever needed, and resolves network problems. We often intervene and correct the problem before you even know a problem exists. Network Monitoring Service provides improved productivity and enhanced network performance, which in turn helps to increase your technology Return-On-Investment.

Using a combination of network monitoring software, automated alerts, and remote diagnostics inquiries, our System Support technologists actively monitor your network to maximize network uptime and overall preparedness...for the expected and unexpected. Upon receiving an alert, our team immediately performs a series of diagnostics to assess the problem. Often the situation can be resolved remotely, but when additional attention is required, local field technicians are dispatched immediately to your site to achieve restoration.

Motorola's Network Monitoring service is a vital component of an intelligent communication support plan that keeps your business operating smoothly, your costs down, and assures maximum preparedness at all times.

Specifically, Network Monitoring Service provides:

- Improved network availability.
- Remote and timely resolution to minimize downtime.
- Cost efficiencies.
- Optimize time at site due to assessment and knowledge transfer before dispatch.
- Minimize unnecessary trips to site.
- Mitigate need for 24x7 operations monitoring center.
- Detailed Reports.

4.2 POST-WARRANTY SERVICES

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit Jefferson County Sheriff's Office because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Post-warranty support services have not been included with this offering, but can be provided upon request.



4.3 SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola's goal is to provide Jefferson County Sheriff's Office with the qualified resources, to maintain and improve system operation and availability, and to deliver world class service support. The Warranty and Services overview is listed in Table 4-1.

Table 4-1: Warranty and Service Overview

Warranty and Post Warranty Service Overview	Warranty Year	Post Warranty Year
Dispatch Service	✓	
On Site Infrastructure Response	✓	
Network Preventative Maintenance	✓	
Infrastructure Repair	□	
Infrastructure Repair with Advanced Replacement	✓	
Technical Support Service	✓	
Network Monitoring Service	✓	



SECTION 5

PRICING SUMMARY

Jefferson County GTR8000 Migration Pricing Summary	
GTR8000 Repeater Equipment	\$ 322,043.00
Includes GTR8000 Repeaters (Qty 16) in Six Pack Configuration, RFDS and Spares	
GTR8000 P25 Repeater Software	\$ 95,776.00
3600 GTR8000 to P25 GTR8000 Repeater software upgrades	
Equipment Sub-Total	\$ 417,819.00
System Integration Services	\$ 236,486.00
System Integration including Project Management, System Technologist, Engineering, installation, optimization, and cutover planning for GTR8000 Repeaters.	
System Discount	\$ (80,000.00)
System Discount tied to fully executed contract by Dec 15, 2013. Discount based on trade in of 16 Quantar repeaters	
Services Sub-Total	\$ 156,486.00
SYSTEM TOTAL	\$ 574,305.00



SECTION 6

TERMS AND CONDITIONS



PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2013 by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller") and Jefferson County, TX, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase Communications products and services; and

WHEREAS, Motorola desires to sell Communications products and services to Purchaser; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 30th, 2012 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment and services from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

- Exhibit A General Provisions.
- Exhibit B Motorola Software License Agreement.
- Exhibit C Technical and Implementation Documents, consisting of: Equipment List, Statement of Work and System Description all dated November 8, 2013.
- Exhibit D Motorola/H-GAC Contract

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

- (1) Provide a designated Project Director.
- (2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola.
- (3) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 PERIOD OF PERFORMANCE

A. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

B. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

C. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 3 PAYMENT SCHEDULE

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of Five Hundred Seventy-Four Thousand Three Hundred Five Dollars (\$574,305.00), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Payments to Motorola shall be made according to the following milestones:

1. \$83,563.80 is due upon completion of the Detailed Design Review;

2. \$334,255.20 will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. \$93,891.60 will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. \$62,594.40 price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

- (i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.
- (ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 30th, 2012.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of project completion or expiration of the Warranty Period, whichever occurs last.

Section 4 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 5 NOTICE ADDRESSES

- A. Motorola Solutions, Inc.
1303 East Algonquin Road
Schaumburg, IL 60196
Attn.: Law Department
- B. Jefferson County
1001 Pearl St
Beaumont, Texas 77701
- C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 6 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents, consisting of: Equipment List, System Description and Statement of Work.

Exhibit D Motorola/H-GAC Contract dated May 30th, 2012

Section 7 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure (“ADR”).

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be

submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 8 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 9 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 10 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3 (Payment Schedule) if any payment obligations exist; Section 6 (Order of Precedence); Section 7 (Disputes); Section 8 (Severability); Section 9 (Headings and Section References); Section 10 (Survival of Terms) and Section 11 (Full Agreement).

Section 11 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.

PURCHASER

By: 
(Signature)

By: _____
(Signature)

Name: Edward Fuerst
(Print - Block Letters)

Name: _____
(Print - Block Letters)

Title: MSSSI Vice President
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Date: 11/7/13

Date: _____

**EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.**

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of the default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan. If the non-performing party fails to cure the default, the performing party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 11 WARRANTIES

A. **WARRANTY PERIOD.** The Equipment and Motorola Software is warranted for a period of one (1) year after shipment ("Warranty Period") in accordance with the applicable limited warranties shown below.

B. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.
- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this Agreement.
- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

C. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

D. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

E. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 12 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 13 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

Section 14 PATENT INDEMNIFICATION

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 16 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Section 17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 18 ASSIGNABILITY

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

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.E (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Jefferson County, TX ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola or other suppliers to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. The license for Cityworks or Purchaser Service Request Software is for the use of the Software with the Designated System or for the specified number of Concurrent Users for which it was provided, the purpose for which it was designed and only for the application specific use covered by this Agreement, or the Primary Agreement. This license does not allow access to the Software through other Designated Systems except as specifically permitted. "Concurrent User" means the maximum number of concurrent

connections to Software authorized by this Agreement or the Primary Agreement at any one instance in time. "Designated System" means the computer hardware and operating system configuration specified in the Primary Agreement for which the Software is licensed for use. Additional Designated System licenses are required for communication with additional instances of a database or additional databases.

4.6. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-

infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit C
Technical and Implementation Documents

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2012, and to continue through April 30, 2015 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-12**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-12**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize **H-GAC** and/or **END USER** to audit confidential information regarding product cost.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR** at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to **H-GAC** on a basis that provides prices more favorable than those provided to **H-GAC**, **CONTRACTOR** shall within ten (10) business days thereafter notify **H-GAC** of that offering. The contract with **H-GAC** shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same quantity discount to **H-GAC** and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to **H-GAC**.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "*pre-existing contracts*" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e.5/1/12.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "*Communications System*" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of

such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC'S liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with **H-GAC'S** policies and procedures, at contracted prices, and shall include approved order processing charges.
2. **END USER** will access the Cooperative Purchasing Program through the **H-GAC** website and /or by submission of any duly executed purchase order to a contractor having a valid contract with **H-GAC** and in a format acceptable to **H-GAC**.
3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.

4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR'S**, documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in Any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC'S** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC and END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F.O.B. **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER'S** purchase order for delivery of any products/services has received **H-GAC'S** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER'S** purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER'S** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER'S** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER'S** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER'S** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:



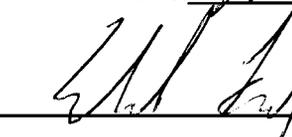
Jack Steele, Executive Director

Attest for **Houston-Galveston**
Area Council, Houston, Texas:



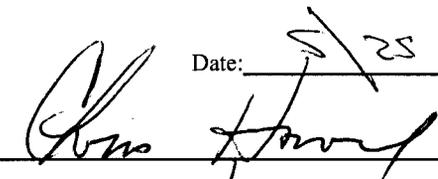
Debrae Vick, Director of Public Services
Date: 5/25, 2012

Signed for **Motorola Solutions, Inc.**
Farmers Branch, Texas:



Printed Name & Title: Edward Fnerst, MSSSJ Vice President.

Attest for **Motorola Solutions, Inc.**
Farmers Branch, Texas:



Printed Name & Title: Chip Howard - Motorola Area Manager
Date: 5/25, 2012

Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-12

Product Category	Description	Base Offered Price
A,B, C	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk), April 2011 Edition, on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook
A	<i>Per the RFP Motorola has included an Electronics Catalogue for our Vertex equipment on a CD (Vertex Standard List Price Book, Effective 2/13/2012) media in lieu of listing each individual product and its options.</i>	28% off List Price
D	Motorola Integration Services LMR	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
D	Project Management Daily Rate*	\$ 1,610.00
D	System Engineering Daily Rate*	\$ 1,610.00
D	System Technologist Daily Rate*	\$ 1,925.00
D	Standard Shop Installation: Hourly Rate*	\$ 135.00
D	Standard Shop Installation: Daily Rate*	\$ 900.00
D	Mobile Radio Installation*	\$160 - \$370
D	Radio Programming*	\$50 - \$105
D	Data Installation*	\$160 - \$370
	*Prices may vary by Region and Stated Scope. Travel Not Included	
D	Motorola Integration Services Advanced Services	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
D	NG9-I-1 Consoling Services-Daily Rate*	\$1,500
D	Security Project/Program Management-Daily Rate*	\$1,500
D	Wireless Security Technician-Daily Rate*	\$1,400
D	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,400
D	Secutriy Trainer-Daily Rate*	\$1,176
D	Application Security Code Reviewer-Daily Rate*	\$1,800
D	IT Incident Response and E-Discovery Assitance-Daily Rate*	\$1,500
D	IT Disaster Recovery Planner-Daily Rate*	\$1,400
D	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,400
D	Buisness Continuity/Continuity of Government Planner-Daily Rate*	\$1,400
D	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,400
D	Mobile Application Services Project Management-Daily Rate*	\$1,500
D	Mobile Application Services System Engineer-Daily Rate*	\$1,500
D	Mobile Application Services Solution Architech-Daily Rate*	\$1,800
D	Mobile Application Services Application and Solution Design-Daily Rate*	\$1,800
D	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$1,800
D	Application Integration and Customization Services Project Management-Daily Rate*	\$1,500
D	Application Integration and Customization Services System Engineer-Daily Rate*	\$1,500
D	Application Integration and Customization Services Solution Architech-Daily Rate*	\$1,800

D	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$1,800
D	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,500
D	Unified Communications Services Project Management-Daily Rate*	\$1,500
D	Unified Communications Services System Engineer-Daily Rate*	\$1,500
D	Unified Communications Services Solution Architech-Daily Rate*	\$1,800
D	Unified Communications Services Application and Solution Design-Daily Rate*	\$1,800
D	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,500
D	Consulting Services Project Management-Daily Rate*	\$1,500
D	Consulting Services System Engineer-Daily Rate*	\$1,500
D	Consulting Services Solution Architech-Daily Rate*	\$1,800
D	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$1,800
D	Consulting Services IP Network Design and Integration-Daily Rate*	\$1,800
D	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$1,800
D	Consulting Services CustoeMr Network Interface Design and Integration-Daily Rate*	\$1,800
APC DISCOUNTS PER ECAT PRICEBOOK		
548	CAD Equipment	10%
702	CAD Equipment	0%
850	CAD Equipment	0%
40	Data Applications	15%
41	Data Applications	10%
41	Data Applications	10%
153	Data Applications	15%
297	Data Applications	0%
298	Data Applications	15%
299	Data Applications	15%
333	Data Applications	10%
343	Data Applications	10%
170	Data Subscriber Devices	15%
171	Data Subscriber Devices	10%
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	0%
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	0%
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20.00%
454	Dispatch Solutions	15%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%
740	Dispatch Solutions	15%

629	Enterprise Terminals	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
272	Fixed Station Accessories	20%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
811	Fixed Stations	5%
5	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
881	Fixed Stations	15%
15	Fixed Wireless Broadband	20%
75	Fixed Wireless Broadband	0%
76	Fixed Wireless Broadband	0%
218	Fixed Wireless Broadband	15%
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	0%
801	Fixed Wireless Broadband	0%
806	Fixed Wireless Broadband	0%
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%

51	LTE	10%
52	LTE	10%
53	LTE	10%
54	LTE	10%
55	LTE	10%
56	LTE	10%
57	LTE	10%
58	LTE	5%
59	LTE	10%
61	LTE	10%
63	LTE	10%
65	LTE	10%
73	LTE	0%
375	LTE	0%
708	LTE	10%
823	Maintenance	0%
983	Maintenance	0%
291	Mobile Accessories	15%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
38	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
585	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
216	MOTOTRBO	10%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15.00%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
941	Paging/Recievers	15%
1	Portable Radiophone (Portables)	20%
4	Portable Radiophone (Portables)	20%
8	Portable Radiophone (Portables)	20%

37	Portable Radiophone (Portables)	10%
87	Portable Radiophone (Portables)	10%
133	Portable Radiophone (Portables)	15%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	0%
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	20%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20.00%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
785	Portable Radiophone (Portables)	20%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
659	Professional Services	0%
659	Professional Services	0%
670	Professional Services	0%
842	Professional Services	0%
682	Radius Products	20%
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
195	Software Upgrades/Flashport	0%
371	Software Upgrades/Flashport	0%
430	Software Upgrades/Flashport	20%

262	Test Equipment	20%
39	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
2	Video Solutions	10%
488	Video Solutions	10%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

Your Business Information

Customer PO #	5/1/2013		
	Date Prepared		
JEFFERSON TAX OFFICE			
Customer Name	BEAUMONT	Tax ID # (FEIN/TIN)	TX 77701-3638
1149 PEARL ST, 7TH FL			
Billing Address: Street	City	State	Zip+4
	()		00257290882
Contact Name	Contact Phone #	Billing ID #	
1149 PEARL ST	BEAUMONT	TX	77701-3638
Installation Address (If different than billing address) : Street	City	State	Zip+4
			47031945208
Please note any special billing requirements here	Location ID #		

Your Business Needs

Item	Description	Program ID	Amount
1W00	Connect+ Series Meter	G/*TXBMR	\$150.00
M9SS	IntelliLink Subscription	VBS000R	\$0.00
NV90	INVIEW Subscription	NV012R	\$36.00
Fees*:			\$186.00

**Please see "Your Payment plan" for your Total Fees*

Postage By Phone® Information

Postage Account Statements will be sent to:	Initial Postage to be provided by:
Customer Name:	Check Number: Check Date:
Billing Address (if different from billing above): Street	Reserve Account \$: Purchase Power®\$: 0.00
City State ZIP+4	Master Postage Account Number To Be Assigned:
Billing Contact Name:	Postage By Phone Reset Charge: \$ /ea. if applicable

Your Payment Plan

Initial Term	Quarterly Fee**	<input checked="" type="checkbox"/> Soft-Guard® Subscription***	Tax Exempt
12 months	\$186.00	Annual Fee: \$0.00	() State () County () City () Tax Exempt Certificate Attached () Tax Exempt Certificate Not Required

***Plus applicable taxes which will be applied at time of billing*
****The annual Soft-Guard Subscription Fee is in addition to your Quarterly Fee*

Your Signature Below

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including those located in the Pitney Bowes Terms (Version 2/13), which are available at www.pb.com/terms and are incorporated by reference. Charges payable under this Agreement will be billed: (1) if you qualify for a Purchase Power account, through that account, subject to the terms and conditions of that account; and (2) if you do not qualify for a Purchase Power account, directly under this Agreement in accordance with its terms and conditions. Your signature constitutes an acknowledgment that you have read and agree to all the terms and conditions and that you are authorized to sign this Agreement.

Customer Signature	Date
Print Name	Title Email Address

Sales Information

Ronald K. Eldemire	100	988373	040
Rep Name 1	Split	Rep #	District #
Rep Name 2	Split	Rep #	District #



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Karen Stewart
Asst. Purchasing Agent

Date: November 12, 2013

Re: Inter-Department Transfer of County Property

A handwritten signature in black ink, appearing to be "K. Stewart", is written over the "From:" line of the memorandum.

Consider and possibly approve inter-department transfer of 2003 Ford F-150 Pickup Truck VIN # 1FTRW07L23KB98045 from Sheriff to Road & Bridge Pct. 2 as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING
	PROPERTY			PROPERTY
2003 FORD F-150 PICKUP TRUCK	SHERIFF	1FTRW07L23KB98045		ROAD & BRIDGE PCT. 2

Approved by Commissioners' Court: _____

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
WARREN'S DO-NUTS	84.46	387503	84.46**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	1,034.21	387369	
CARQUEST AUTO PARTS # 96	423.99	387375	
BEAUMONT ENTERPRISE	276.64	387384	
ENTERGY	741.74	387389	
M&D SUPPLY	319.80	387410	
B-GREENER INDUSTRIAL CLEANERS LLC	2,777.00	387545	
ASCO	6,731.78	387574	
QUALITY AIR TOOL	3,463.00	387581	15,768.16**
ROAD & BRIDGE PCT.#2			
MUNRO'S	16.20	387414	
RITTER LUMBER CO.	6.58	387427	
ROGERS AUTO PARTS, INC.	18.96	387428	
AT&T	88.02	387440	
NEDERLAND HARDWARE SUPPLY	5.69	387451	
ELKINS TRACTOR & HAULING SERVICE	450.00	387485	
LONE STAR RIGGING LLP	99.81	387502	685.26**
ROAD & BRIDGE PCT. # 3			
SUPERIOR TIRE & SERVICE	90.15	387366	
APAC, INC. - TROTTI & THOMSOM	493.22	387369	
CERTIFIED LABORATORIES	156.78	387376	
CITY OF PORT ARTHUR - WATER DEPT.	21.47	387378	
GULF COAST AUTOMOTIVE, INC.	173.15	387388	
CASH ADVANCE ACCOUNT	847.88	387405	
MUNRO'S	34.90	387414	
OFFICE DEPOT	90.79	387418	
WALMART COMMUNITY BRC	71.87	387467	
UNITED STATES POSTAL SERVICE	6.44	387470	
TEXAS GAS SERVICE	276.89	387489	
WINDSTREAM	45.80	387508	
MARTIN PRODUCT SALES LLC	312.00	387510	
SCOTT EQUIPMENT COMPANY LLC	6.02	387535	
BARRON TIRE SERVICE	55.00	387560	
PRO CHEM INC	319.87	387567	3,002.23**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	49.41	387356	
APAC, INC. - TROTTI & THOMSOM	2,065.65	387369	
ART SIGNS & DECALS	334.00	387371	
KAY ELECTRONICS, INC.	110.00	387407	
M&D SUPPLY	79.42	387410	
MUNRO'S	55.33	387414	
NAPA AUTO PARTS	117.98	387415	
OIL CITY TRACTORS, INC.	34.04	387419	
SCHMIDT SAW & KNIFE WKS, INC.	51.98	387431	
SMART'S TRUCK & TRAILER, INC.	763.56	387435	
AT&T	72.88	387440	
CDW COMPUTER CENTERS, INC.	267.91	387462	
UNITED STATES POSTAL SERVICE	16.13	387469	
INTERSTATE TIRE & MECHANICAL ROAD	150.00	387488	
LANSLOWNE-MOODY CO	342.00	387507	
MARTIN PRODUCT SALES LLC	95.60	387510	
A-1 MACHINE & HYDRAULIC	80.00	387534	
ON TIME TIRE	307.98	387566	
ASCO	330.27	387574	
SUBURBAN PROPANE L.P.	297.77	387575	5,621.91**
ENGINEERING FUND			
WHITE REPROGRAPHICS	1,560.00	387452	
BRADLEY STAFFORD	1,090.19	387569	2,650.19**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
W.W. GRAINGER, INC.	66.23	387386	
ENTERGY	1,182.13	387389	
US FLAG & FLAGPOLE SUPPLY	150.00	387456	
GENERAL FUND			1,398.36**
TAX OFFICE			
AAA LOCK & SAFE	204.00	387354	
HERNANDEZ OFFICE SUPPLY, INC.	456.00	387395	
IACREOT, INC.	195.00	387399	
OFFICE DEPOT	311.25	387418	
CDW COMPUTER CENTERS, INC.	634.15	387462	
UNITED STATES POSTAL SERVICE	1,178.09	387469	
UNITED STATES POSTAL SERVICE	15.67	387470	
ZYTRON, INC	21,838.35	387504	
BUSINESS INK	345.00	387525	
ROCHESTER ARMORED CAR CO INC	352.00	387548	
COUNTY HUMAN RESOURCES			25,529.51*
MOORMAN & ASSOCIATES, INC.	150.00	387413	
PINNACLE EMPLOYEE TESTING	3,960.00	387423	
PRE CHECK, INC.	70.25	387465	
UNITED STATES POSTAL SERVICE	.77	387469	
AUDITOR'S OFFICE			4,181.02*
UNITED STATES POSTAL SERVICE	18.75	387469	
JEFFERSON COUNTY CREDIT CARDS	60.00	387546	
COUNTY CLERK			78.75*
WALMART COMMUNITY BRC	139.00	387467	
UNITED STATES POSTAL SERVICE	323.61	387469	
UNITED STATES POSTAL SERVICE	47.68	387470	
JEFFERSON COUNTY CREDIT CARDS	557.22	387546	
COUNTY JUDGE			1,067.51*
UNITED STATES POSTAL SERVICE	19.97	387469	
DUNHAM HALLMARK PLLC	500.00	387558	
RISK MANAGEMENT			519.97*
UNITED STATES POSTAL SERVICE	.77	387469	
COUNTY TREASURER			.77*
UNITED STATES POSTAL SERVICE	147.21	387469	
LEXISNEXIS- ACCURINT	120.00	387541	
PURCHASING DEPARTMENT			267.21*
UNITED PARCEL SERVICE	33.48	387446	
GENERAL SERVICES			33.48*
CURTIS 1000, INC.	820.65	387381	
JEFFERSON CTY. TAX DEPARTMENT	20.00	387403	
CASH ADVANCE ACCOUNT	25.00	387405	
LEXISNEXIS- ACCURINT	120.00	387541	
SAM'S CLUB DIRECT	25.02	387568	
IEA - INSPIRE, ENCOURAGE, ACHIEVE	150,000.00	387583	
DATA PROCESSING			151,010.67*
OFFICE DEPOT	1.19	387418	
CDW COMPUTER CENTERS, INC.	1,912.55	387462	
CUSTOMIZED SUPPORT SERVICES, INC.	4,202.00	387483	
SIRIUS COMPUTER SOLUTIONS INC.	22,819.98	387487	
MICRO FOCUS (US), INC.	1,342.93	387529	
TIGER DIRECT.COM	35.86	387532	

NAME	AMOUNT	CHECK NO.	TOTAL
PCM-G	262.80	387536	
LEXISNEXIS- ACCURINT	240.00	387541	
VOTERS REGISTRATION DEPT			30,817.31*
OFFICE DEPOT	296.81	387418	
UNITED STATES POSTAL SERVICE	21.35	387469	
ELECTIONS DEPARTMENT			318.16*
SIERRA SPRING WATER CO. - BT	23.08	387474	
DISTRICT ATTORNEY			23.08*
CASH ADVANCE ACCOUNT	383.79	387405	
MANNINGS SCHOOL SUPPLY	39.90	387411	
UNITED STATES POSTAL SERVICE	240.63	387469	
UNITED STATES POSTAL SERVICE	3.88	387470	
CHILD ABUSE & FORENSIC SERVICES	125.00	387478	
SUMMER TANNER	71.50	387513	
LEXISNEXIS- ACCURINT	480.00	387541	
FILE & SERVE XPRESS LLC	60.00	387573	
HEALTHPORT	39.99	387577	
DISTRICT CLERK			1,444.69*
OFFICE DEPOT	104.25	387418	
UNITED STATES POSTAL SERVICE	211.75	387469	
CRIMINAL DISTRICT COURT			316.00*
DONALD W. DUESLER & ASSOC.	8,334.00	387383	
OFFICE DEPOT	18.14	387418	
JAMES R. MAKIN, P.C.	825.00	387553	
C. HADEN CRIBBS JR., PC	8,334.00	387565	
58TH DISTRICT COURT			17,511.14*
SOUTHEAST TEXAS WATER	29.95	387436	
UNITED STATES POSTAL SERVICE	.38	387469	
136TH DISTRICT COURT			30.33*
UNITED STATES POSTAL SERVICE	.38	387469	
LEXIS-NEXIS	51.00	387471	
172ND DISTRICT COURT			51.38*
UNITED STATES POSTAL SERVICE	.38	387469	
252ND DISTRICT COURT			.38*
THOMAS J. BURBANK, P.C.	2,000.00	387372	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	387387	
JIMMY D. HAMM	1,200.00	387392	
LEAH HAYES	373.45	387393	
OFFICE DEPOT	341.42	387418	
BRACK JONES JR.	991.35	387458	
KEVIN S. LAINE	700.00	387461	
UNITED STATES POSTAL SERVICE	195.88	387469	
SUMMER TANNER	126.10	387513	
RYAN L MATUSKA	600.00	387517	
CULLEN KIKER	1,602.50	387537	
SEAN VILLERY-SAMUEL	800.00	387542	
JAMES R. MAKIN, P.C.	3,201.96	387553	
ALEX BILL III	600.00	387555	
RIGHT TIME EDUCATIONAL SUPPORT SYS.	1,250.00	387562	
279TH DISTRICT COURT			15,172.66*
THOMAS J. BURBANK, P.C.	650.00	387372	
ANITA F. PROVO	150.00	387425	
CDW COMPUTER CENTERS, INC.	193.03	387462	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.77	387469	
JONATHAN L. STOVALL	1,000.00	387551	1,993.80*
317TH DISTRICT COURT			
GAYLYN COOPER	1,050.00	387360	
DAVID GROVE	500.00	387362	
JACK LAWRENCE	1,050.00	387363	
PHILLIP DOWDEN	575.00	387367	
LINDA C. CANSLER	1,050.00	387373	
TERRENCE HOLMES	575.00	387397	
ANITA F. PROVO	1,975.00	387425	
KEVIN PAULA SEKALY PC	75.00	387432	
CHARLES ROJAS	600.00	387463	
UNITED STATES POSTAL SERVICE	6.44	387469	
LEXIS-NEXIS	46.00	387473	
GLEN M. CROCKER	150.00	387476	
LANGSTON ADAMS	475.00	387486	
JOEL WEBB VAZQUEZ	75.00	387496	
RYAN L MATUSKA	150.00	387517	
TONYA CONNELL TOUPS	875.00	387519	
RONALD PLESSALA	500.00	387528	
NORMAN DESMARAIS JR.	825.00	387543	
JONATHAN L. STOVALL	1,500.00	387551	
STEFANIE L. ADAMS, ATTORNEY AT LAW	1,065.81	387552	
GORDON D. FRIESZ	1,500.00	387559	14,618.25*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	15.71	387469	
LEXISNEXIS- ACCURINT	120.00	387541	135.71*
JUSTICE COURT-PCT 1 PL 2			
LEXISNEXIS- ACCURINT	120.00	387541	120.00*
JUSTICE COURT-PCT 2			
LEXISNEXIS- ACCURINT	120.00	387541	120.00*
JUSTICE COURT-PCT 4			
AT&T	72.88	387440	
LEXISNEXIS- ACCURINT	120.00	387541	192.88*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	36.21	387469	
LEXISNEXIS- ACCURINT	120.00	387541	156.21*
JUSTICE COURT-PCT 7			
CDW COMPUTER CENTERS, INC.	770.16	387462	
LEXISNEXIS- ACCURINT	120.00	387541	890.16*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	335.62	387470	
LEXISNEXIS- ACCURINT	120.00	387541	455.62*
COUNTY COURT AT LAW NO.1			
TEXAS ASSOC. OF COUNTY COURT A LAW	35.00	387358	
STATE BAR COLLEGE	60.00	387380	
HERBERT L. JAMISON & CO.	1,727.93	387401	
MANNINGS SCHOOL SUPPLY	42.46	387411	
UNITED STATES POSTAL SERVICE	3.46	387469	
LEXIS-NEXIS	43.00	387471	1,911.85*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	250.00	387359	
UNITED STATES POSTAL SERVICE	23.12	387469	

NAME	AMOUNT	CHECK NO.	TOTAL
JOEL WEBB VAZQUEZ	600.00	387496	
ANTOINE FREEMAN	250.00	387522	
LEXISNEXIS- ACCURINT	60.00	387541	
DUSTIN R. GALMOR	500.00	387550	
ALEX BILL III	250.00	387555	
COUNTY COURT AT LAW NO. 3			1,933.12*
TEXAS ASSOC. OF COUNTY COURT A LAW	35.00	387358	
UNITED STATES POSTAL SERVICE	26.11	387469	
LEXISNEXIS- ACCURINT	60.00	387541	
COURT MASTER			121.11*
LEXIS-NEXIS	148.00	387472	
MEDIATION CENTER			148.00*
OFFICE DEPOT	731.25	387418	
SOUTHEAST TEXAS WATER	66.07	387436	
UNITED STATES POSTAL SERVICE	4.61	387469	
USER FRIENDLY PHONE BOOK	561.60	387501	
KARA HAWTHORN	549.34	387557	
SHERIFF'S DEPARTMENT			1,912.87*
GT DISTRIBUTORS, INC.	1,203.12	387385	
HERNANDEZ OFFICE SUPPLY, INC.	1,179.00	387395	
CASH ADVANCE ACCOUNT	1,024.50	387405	
KAY ELECTRONICS, INC.	55.00	387407	
OFFICE DEPOT	541.47	387418	
PHILPOTT MOTORS, INC.	225.00	387421	
RADIO SHACK ACCOUNTS RECEIVABLE	66.96	387426	
AT&T	117.56	387440	
STEWART & STEVENSON, INC.	24.49	387442	
TROY TUCKER	40.88	387454	
CDW COMPUTER CENTERS, INC.	77.65	387462	
UNITED STATES POSTAL SERVICE	362.14	387469	
CODE BLUE	2,015.00	387495	
NTOA	150.00	387582	
CRIME LABORATORY			7,082.77*
ACCUTOX, INC.	75.00	387355	
ANALTECH, INC.	292.67	387368	
LYNN PEAVEY CO., INC.	418.50	387409	
OFFICE DEPOT	335.97	387418	
SOUTHEAST TEXAS WATER	29.95	387437	
SOUTHEAST TEXAS WATER	49.95	387438	
UNITED STATES POSTAL SERVICE	14.18	387469	
EMILY ESQUIVEL	809.80	387494	
REBEKAH SWEETENHAM	1,117.62	387523	
MEMLING ALTAMIRANO	314.00	387527	
CAYMAN CHEMICAL COMPANY	107.00	387544	
JAIL - NO. 2			3,564.64*
CITY OF BEAUMONT - WATER DEPT.	16.00	387377	
W.W. GRAINGER, INC.	517.41	387386	
HERNANDEZ OFFICE SUPPLY, INC.	98.28	387395	
HERTZ CORPORATION	394.08	387396	
JACK BROOKS REGIONAL AIRPORT	1,846.20	387404	
PETTY CASH - SHERIFF'S OFFICE	471.50	387420	
AT&T	1,346.98	387440	
INTERCONTINENTAL JET CORP	14,000.00	387498	
MARK ELLIS	70.00	387512	
WORLD FUEL SERVICES	2,616.93	387539	
KROPP HOLDINGS INC	2,356.34	387576	
JUVENILE PROBATION DEPT.			23,733.72*
UNITED STATES POSTAL SERVICE	19.94	387469	
JUVENILE DETENTION HOME			19.94*

NAME	AMOUNT	CHECK NO.	TOTAL
LABATT FOOD SERVICE	2,625.55	387370	
HYDRO-CLEAN SERVICES, INC.	560.00	387398	
OAK FARM DAIRY	238.90	387460	
FLOWERS FOODS	67.90	387493	
VANSHECA SANDERS-CHEVIS	700.00	387514	
KAREN ROBERTS	200.00	387531	
BROTHERS PRODUCE	86.11	387564	4,478.46*
CONSTABLE PCT 1			
TEXAS STATE UNIVERTY/SAN MARCOS	100.00	387439	
COUNTY PROGRESS MAGAZINE	35.00	387459	
UNITED STATES POSTAL SERVICE	70.48	387469	
LEXIS-NEXIS	300.31	387471	
LEXISNEXIS- ACCURINT	120.00	387541	
INDEPENDENT STATIONERS	130.06	387554	755.85*
CONSTABLE-PCT 2			
CARPENTER'S TIME CENTER INC.	626.00	387374	
CALDWELL COUNTRY CHEVROLET	27,396.00	387500	
LEXISNEXIS- ACCURINT	120.00	387541	28,142.00*
CONSTABLE-PCT 4			
OFFICE DEPOT	62.95	387418	
AT&T	36.44	387440	
LEXISNEXIS- ACCURINT	120.00	387541	219.39*
CONSTABLE-PCT 6			
OFFICE DEPOT	225.88	387418	
UNITED STATES POSTAL SERVICE	14.96	387469	
LEXISNEXIS- ACCURINT	120.00	387541	360.84*
CONSTABLE PCT. 7			
LEXISNEXIS- ACCURINT	120.00	387541	120.00*
CONSTABLE PCT. 8			
COUNTY PROGRESS MAGAZINE	35.00	387459	
CITY DIRECTORIES	197.00	387509	
LEXISNEXIS- ACCURINT	120.00	387541	352.00*
AGRICULTURE EXTENSION SVC			
WALMART COMMUNITY BRC	111.64	387467	
UNITED STATES POSTAL SERVICE	1.54	387469	113.18*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	2,334.00	387379	
ENTERGY	70.00	387390	
AUSTIN CECIL WALKES MD PA	27.61	387447	
AUSTIN CECIL WALKES MD PA	2,932.58	387448	
UNITED STATES POSTAL SERVICE	61.31	387469	
RACHEL DRAGULSKI	79.96	387484	
CENTERPOINT ENERGY RESOURCES CORP	19.38	387499	
LEXISNEXIS- ACCURINT	120.00	387541	5,644.84*
HEALTH AND WELFARE NO. 2			
ENTERGY	127.83	387391	
MOODY-HARRIS FUNERAL HOME	1,500.00	387412	
AUSTIN CECIL WALKES MD PA	2,932.58	387448	
UNITED STATES POSTAL SERVICE	424.33	387470	
LEXISNEXIS- ACCURINT	120.00	387541	5,104.74*
NURSE PRACTITIONER			
PHYSICIAN SALES & SERVICE, INC.	5,952.99	387422	
SIERRA SPRING WATER CO. - BT	12.99	387475	5,965.98*
CHILD WELFARE UNIT			

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC.	338.80	387477	
J.C. PENNEY'S	3,048.59	387479	
SEARS COMMERCIAL CREDIT	295.89	387480	
MCDOUGLE CHILDREN'S SHOES	195.00	387482	
			3,878.28*
ENVIRONMENTAL CONTROL			
JACKSON-HIRSH, INC.	67.85	387400	
			67.85*
MAINTENANCE-BEAUMONT			
W.W. GRAINGER, INC.	243.44	387386	
M&D SUPPLY	51.77	387410	
RALPH'S INDUSTRIAL ELECTRONICS	933.62	387429	
ACE IMAGEWEAR	272.90	387433	
WHOLESALE ELECTRIC SUPPLY CO.	82.30	387453	
			1,584.03*
MAINTENANCE-PORT ARTHUR			
ENTERGY	4,580.40	387389	
JEFFERSON COUNTY CREDIT CARDS	703.61	387546	
			5,284.01*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	27.33	387433	
			27.33*
SERVICE CENTER			
ACTION AUTO GLASS	204.35	387361	
A-LINE FRONT END & BRAKE	157.00	387364	
KINSEL FORD, INC.	711.66	387408	
M&D SUPPLY	9.43	387410	
AT&T	29.34	387440	
TRI-CON, INC.	11,701.79	387444	
UNITED PARCEL SERVICE	17.91	387446	
S.E. TEXAS AUTO EQUIPMENT	33.00	387457	
VOYAGER FLEET SYSTEM INC.	19,212.63	387491	
BUMPER TO BUMPER	403.37	387497	
AIRPORT GULF TOWING LLC	125.00	387506	
DEJEAN AUTOMOTIVE	95.00	387518	
AMERICAN TIRE DISTRIBUTORS	2,721.96	387530	
UNIFIRST HOLDINGS INC	17.46	387538	
			35,439.90*
VETERANS SERVICE			
OFFICE DEPOT	72.35	387418	
UNITED STATES POSTAL SERVICE	1.52	387469	
UNITED STATES POSTAL SERVICE	33.86	387470	
			107.73*
			405,131.08**
MOSQUITO CONTROL FUND			
DELL MARKETING L.P.	3,431.01	387382	
MUNRO'S	98.95	387414	
CHANNEL SAFETY & MARINE SUPPLY INC	16.32	387572	
			3,546.28**
TOBACCO SETTLEMENT FUND			
JULIE ROGERS "GIFT OF LIFE" PROGRAM	50,000.00	387511	
			50,000.00**
LAW LIBRARY FUND			
JONES MCCLURE PUBLISHING, INC.	177.00	387406	
TEXAS LAWYER	261.00	387443	
BLUE BOOK	71.95	387492	
INFOGROUP	950.00	387571	
			1,459.95**
EMPG GRANT			
JEFFERSON COUNTY CREDIT CARDS	185.01	387546	
			185.01**
GRT N MENTAL HEALTH SVCS			

NAME	AMOUNT	CHECK NO.	TOTAL
CORNELL ABRAXAS GROUP, INC.	4,295.19	387481	4,295.19**
JUVENILE TJPC-A-2012-123			
BI INCORPORATED	160.00	387464	
LATONYA DOUCET	180.24	387524	
VICTOR CANTU	59.33	387578	399.57**
JUVENILE PROB & DET. FUND			
HAYS COUNTY	12,740.00	387455	12,740.00**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	894.14	387402	
OFFICE DEPOT	55.22	387418	
PAMELA G. STEWART	82.63	387441	
UNITED STATES POSTAL SERVICE	92.87	387469	
UNITED STATES POSTAL SERVICE	316.24	387470	
LEXISNEXIS- ACCURINT	120.00	387541	
JCCSC	425.00	387549	1,986.10**
JEFF. CO. WOMEN'S CENTER			
JEFFERSON COUNTY CREDIT CARDS	7.98	387546	7.98**
MENTALLY IMPAIRED OFFEND.			
TRAZARRA STELLY	153.12	387521	153.12**
LAW OFFICER TRAINING GRT			
JEFFERSON COUNTY CREDIT CARDS	614.52	387546	614.52**
DRUG INTERVENTION COURT			
HAZELDEN EDUCATIONAL MAT	269.50	387394	269.50**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	8.09	387469	
VISTA SG	12,360.00	387516	12,368.09**
VAWA FUND			
KIMBERLY PHELAN, P.C.	500.00	387505	500.00**
HOTEL OCCUPANCY TAX FUND			
GUARDIAN FORCE	3,900.00	387357	
THERMACON SERVICE	475.00	387365	
MUNRO'S	123.25	387414	
TRI-CITY COFFEE SERVICE	102.70	387445	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	387449	
CLASSIC FORMS AND PRODUCTS	4,044.53	387490	
LANDSCAPER'S WHOLESALE MARKET	29.40	387556	
COUNTY HOME AND RANCH LP	124.25	387563	
SAM'S CLUB DIRECT	128.39	387568	9,006.64**
CAPITAL PROJECTS FUND			
OIL CITY TRACTORS, INC.	13,898.00	387419	
SWEET SOUTHERN SOUND	12,792.12	387579	
THOMAS GARNER	11,239.05	387580	37,929.17**
AIRPORT FUND			
SUPERIOR TIRE & SERVICE	7.50	387366	
W.W. GRAINGER, INC.	78.24	387386	
SANITARY SUPPLY, INC.	455.45	387430	
SHERWIN-WILLIAMS	128.19	387434	
AT&T	599.37	387440	
WASTE MGT. GOLDEN TRIANGLE, INC.	237.36	387450	

NAME	AMOUNT	CHECK NO.	TOTAL
DISH NETWORK	76.62	387515	
ASCENT AVIATION GROUP INC	58,883.50	387526	
JAN PAK, INC	204.00	387533	
JEFFERSON COUNTY CREDIT CARDS	695.55	387546	
CRAWFORD ELECTRIC SUPPLY COMPANY	166.65	387570	
			61,532.43**
SE TX EMP. BENEFIT POOL			
MEDCO HEALTH SOLUTIONS INC	120,870.50	387520	
GROUP ADMINISTRATIVE CONCEPTS INC	698.00	387547	
			121,568.50**
GUARDIANSHIP FEE			
COURTNEY DAVIS	200.00	387561	
			200.00**
MARINE DIVISION			
ENTERGY	324.06	387389	
OFFICE DEPOT	240.84	387418	
AT&T	78.20	387440	
TRI-CON, INC.	4,911.46	387444	
VERIZON WIRELESS	531.86	387466	
WALMART COMMUNITY BRC	71.78	387467	
JEFFERSON COUNTY CREDIT CARDS	240.00	387546	
			6,398.20**
ASAP - CONSTABLE PCT 8			
CODE BLUE	98.00	387495	
			98.00**
			759,599.90***

CANVASS
NOVEMBER 5, 2013, CONSTITUTIONAL AMENDMENT ELECTION

I, JEFF BRANICK, County Judge of Jefferson County, Texas, met with the Commissioners' Court sitting as the canvassing board to canvass the Constitutional Amendment Election of November 5, 2013, on November 18, 2013, at Beaumont, Texas.

I certify that the figures on the tally sheets correspond with the figures on the returns.

Witness my hand this the 18th day of November, 2013.

Presiding Officer of Canvassing Authority

JEFF BRANICK
COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

PROPOSITION 1	PROPOSITION 2	PROPOSITION 3	PROPOSITION 4	PROPOSITION 5	PROPOSITION 6	PROPOSITION 7	PROPOSITION 8	PROPOSITION 9	Council Member F Ward	
(F O R) (A F A V O R) (E N C O N T R A) (A G A I N S)	(F O R) (A F A V O R) (E N C O N T R A) (A G A I N S)	(F O R) (A F A V O R) (E N C O N T R A) (A G A I N S)	(F O R) (A F A V O R) (E N C O N T R A) (A G A I N S)	(F O R) (A F A V O R) (E N C O N T R A) (A G A I N S)	(F O R) (A F A V O R) (E N C O N T R A) (A G A I N S)	(F O R) (A F A V O R) (E N C O N T R A) (A G A I N S)	(F O R) (A F A V O R) (E N C O N T R A) (A G A I N S)	(F O R) (A F A V O R) (E N C O N T R A) (A G A I N S)	(F O R) (A F A V O R) (E N C O N T R A) (A G A I N S)	J a m e s R a s s
23	8	16	14	21	18	15	17	10	18	8
28	22	7	17	29	15	25	27	19	28	3
3	15	11	14	22	14	14	20	12	18	6
76	80	4	63	74	57	67	71	10	72	10
63	6	6	51	61	53	51	52	12	45	15
30	5	9	23	27	26	23	25	10	26	4
58	6	14	32	54	34	47	17	19	51	12
10	2	2	5	11	6	7	5	3	16	3
446	49	69	311	417	300	345	348	101	306	111
14	2	5	9	14	9	10	13	3	12	4
11	2	2	3	4	1	4	4	0	3	1
12	0	2	1	4	3	14	14	9	9	6
16	1	6	13	16	5	3	3	2	3	3
5	0	1	4	5	0	2	3	2	2	0
25	3	7	17	26	18	21	20	7	16	7
14	4	10	11	20	10	20	17	6	14	9
15	4	10	11	20	10	20	17	6	14	9
16	1	5	5	11	6	9	6	3	3	6
17	8	15	59	81	57	65	27	26	66	20
18	4	16	28	40	28	36	11	15	27	15
24	1	6	11	23	12	19	4	5	16	8
23	3	7	13	25	10	6	19	5	16	9
20	1	3	23	25	20	20	6	5	16	22
5	1	3	3	5	4	2	4	1	3	3
130	11	20	101	126	89	82	59	38	102	26
22	6	18	51	84	56	63	28	22	64	23
23	6	18	51	84	56	63	28	22	64	23
24	8	5	19	26	14	20	14	20	74	12
25	8	5	19	26	14	20	14	20	74	12
26	8	5	19	26	14	20	14	20	74	12
95	18	9	84	99	56	65	47	37	32	90
26	20	3	38	48	40	37	16	9	35	15
27	6	3	38	48	40	37	16	9	35	15
28	9	12	18	25	12	20	13	8	19	10
29	9	12	18	25	12	20	13	8	19	10
30	13	15	46	73	44	64	23	29	44	23
31	14	15	38	50	34	36	27	17	41	17
40	8	8	27	38	22	24	23	23	28	17
32	1	2	5	8	7	7	3	2	7	3
33	1	2	5	8	7	7	3	2	7	3
34	5	11	34	58	45	39	26	10	50	11
35	4	23	48	80	56	62	23	35	55	25
36	0	1	10	0	8	6	5	7	11	1
37	10	14	20	26	17	25	13	19	20	16
38	8	7	35	51	41	35	27	23	41	20
37	8	7	35	51	41	35	27	23	41	20
166	16	24	112	151	113	138	42	32	121	33

JEFFERSON COUNTY, TEXAS

39	60	10	41	22	39	29	55	10	43	24	54	14	49	17	39	25	52	14	
40	259	30	222	52	164	91	244	39	163	97	204	72	188	69	168	68	216	38	
41	11	1	7	5	5	6	11	0	5	6	5	5	7	3	6	4	6	4	
42	189	7	157	12	118	48	165	10	120	48	128	45	135	32	126	36	149	16	116
43	111	12	116	5	85	33	108	12	78	37	87	33	91	28	87	23	104	13	90
44	33	0	31	2	25	8	32	1	26	7	23	10	23	10	28	4	31	2	
45	41	4	37	8	27	17	40	5	18	18	36	10	32	11	35	10	39	6	
46	27	4	23	7	17	13	30	1	26	10	21	9	26	4	24	6	29	1	
47	34	6	31	8	26	14	36	4	28	10	30	10	30	9	25	13	34	5	
48	12	3	8	4	6	8	11	3	9	6	10	4	8	6	10	4	10	4	
49	5	2	3	6	3	4	6	1	5	2	3	6	5	2	4	3	6	1	
50	53	6	47	12	34	22	54	5	34	23	42	16	46	11	37	18	49	9	
51	5	2	3	4	4	3	5	2	4	3	4	3	5	2	3	4	4	3	
52	4	2	5	1	6	0	5	1	3	3	4	3	5	1	3	3	4	2	
53	22	4	11	14	14	11	20	5	17	8	18	6	20	4	16	7	17	6	
54	19	1	16	3	12	8	17	3	16	4	13	7	15	4	15	4	15	4	
55	9	0	7	2	8	1	8	1	9	0	8	1	8	1	7	2	7	2	
56	94	13	94	12	77	28	90	16	71	32	80	28	81	22	76	22	86	16	
57	20	4	20	4	12	12	22	2	18	6	21	3	18	6	19	5	17	7	
58	0	1	1	0	0	1	1	0	0	1	0	1	0	1	0	1	1	0	
59	32	2	23	10	18	14	30	4	21	14	27	40	25	9	19	14	26	7	
60	131	10	105	28	83	47	131	9	82	49	96	43	93	35	90	29	104	21	98
61	63	12	65	11	51	21	64	12	54	22	52	26	55	18	57	15	65	8	52
62	140	20	142	19	104	53	133	28	110	48	122	42	122	35	116	34	142	17	
63	28	5	25	8	21	13	27	6	22	11	22	11	23	9	20	13	25	8	
64	29	9	21	17	17	21	31	6	21	15	19	18	21	17	22	15	28	10	
65	137	20	148	11	110	42	136	22	103	49	119	40	119	36	119	28	136	18	
66	97	6	95	5	63	38	95	8	67	34	71	32	82	19	80	15	89	11	
67	79	5	51	26	46	30	69	12	47	29	65	17	49	28	42	32	63	14	
68	85	17	93	8	62	36	81	20	60	37	75	33	78	18	75	17	80	16	
69	100	14	93	19	71	39	95	19	66	44	75	39	81	32	68	41	93	21	
70	55	9	56	7	38	25	52	11	42	22	45	18	46	16	45	16	53	9	
71	7	0	6	1	6	1	7	0	6	1	3	4	6	1	5	2	5	2	
72	66	6	63	9	39	29	63	9	47	23	55	17	47	22	49	16	58	9	
73	200	30	199	27	160	60	201	28	151	70	157	76	172	51	177	36	207	14	
74	89	15	91	13	60	43	88	16	55	47	61	44	69	32	74	23	80	21	
75	9	0	6	3	5	4	9	0	7	2	15	3	5	4	8	1	8	1	
76	18	1	12	7	11	8	16	3	13	6	15	4	12	7	11	7	12	6	
77	30	0	16	12	16	13	30	1	20	9	22	8	22	8	12	15	23	6	
78	62	1	53	10	42	21	63	0	43	19	47	16	47	14	43	18	58	5	
79	101	16	102	15	67	49	98	18	71	43	71	45	89	25	80	28	96	19	
80	4	1	5	0	1	4	4	1	3	2	5	4	3	1	3	0	4	0	
81	10	4	8	6	6	9	11	3	10	2	10	4	3	9	6	5	8	4	
82	53	13	53	13	45	20	52	13	42	21	45	19	41	25	45	17	53	12	
83	50	0	46	3	40	9	47	2	34	13	35	14	34	13	35	12	41	8	
84	32	10	24	17	23	18	31	12	21	21	26	17	27	14	18	19	26	12	
85	64	10	51	21	47	24	64	9	51	22	40	16	51	15	39	25	55	13	
86	38	10	43	5	28	20	38	10	27	22	40	13	33	15	38	9	43	5	
87	17	1	14	3	12	5	17	1	10	7	11	7	11	7	11	5	16	1	
88	18	3	19	2	16	4	18	3	17	4	13	8	14	7	17	4	19	2	
89	4	0	3	1	2	2	4	0	2	2	3	1	3	1	0	3	3	1	
90	2	0	1	1	0	2	2	0	2	0	2	0	1	1	1	1	2	0	
91	17	1	16	2	7	10	16	2	4	14	6	12	7	11	12	6	16	2	
92	24	3	22	5	13	11	23	3	16	10	21	6	21	5	18	5	22	1	
93	19	1	19	6	13	11	23	2	23	5	20	5	18	7	18	7	20	5	
94	117	16	122	10	100	30	118	15	96	35	98	35	99	31	101	20	116	15	
95	16	5	16	4	12	9	19	2	8	12	13	8	11	10	14	5	15	6	

96	8	3	5	6	8	3	9	2	7	4	8	3	7	4	8	3	7	4	8	3
97	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
98	2	0	2	0	0	0	2	0	1	1	2	0	2	0	2	0	2	0	1	0
99	6	1	7	0	5	2	6	1	6	1	7	0	7	0	7	0	7	0	7	0
100	89	18	91	14	68	36	93	13	75	30	86	21	81	23	81	23	81	23	90	15
101	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
102	3	0	3	0	1	2	3	0	3	0	2	1	2	1	2	0	2	1	2	1
103	0	2	1	1	2	0	0	2	2	0	2	0	1	1	0	2	2	0	2	0
104	2	3	4	1	3	2	2	3	2	3	4	1	5	0	4	1	5	0	4	1
105	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
106	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
107	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
108	10	2	11	1	8	4	10	2	8	4	8	4	7	5	8	4	7	5	8	2
109	8	2	7	3	6	4	9	1	7	2	7	3	8	2	8	3	8	2	8	2
TOTALS	5272	690	4827	1001	3690	2026	5131	767	3722	2014	4156	1749	4210	1493	3967	1461	4786	909	357	

	Councilmember Ward No. 3 CITY OF GROVES	Councilmember Place 1 CITY OF PORT NECHES	Councilmember Place 2 CITY OF PORT NECHES	Councilmember Place 2 CITY OF PORT NECHES	Councilmember Place 2 CITY OF PORT NECHES
9	R o b V e n s e l	B a d d o n J r .	K i m H a l l	C h r i s M c M h a h o n	R o y A. H o l l i e r A d a m A n d e r s
38			225	289	224
40			94	102	108
41			168	122	175
42			2	10	4
43	63	113	0	0	0
60	53	76			
61	47	103			
102	33	37			
109	0	1			
TOTALS	196	330	495	529	519
					568



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

A RESOLUTION TO CAST VOTES IN THE ELECTION OF THE BOARD OF DIRECTORS OF THE JEFFERSON COUNTY APPRAISAL DISTRICT AS PROVIDED BY SECTION 6.03 OF THE TAX CODE

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the ____ day of _____, 2013, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, the Jefferson County Appraisal District is governed by a board of five directors who serve two-year terms beginning on January 1 of even- numbered years: and,

WHEREAS, members of the board of directors are nominated and appointed by vote of the governing bodies of the taxing units served by the district; and,

WHEREAS, Jefferson County is entitled to cast votes based on a formula provided in Section 6.03 of the Tax Code.

NOW THEREFORE, BE IT RESOLVED that Commissioners Court of Jefferson County, Texas casts its votes in the election of the board of directors of Jefferson County, Appraisal District as follows:

Miriam Johnson 909

Eugene Landry _____

Charles Lankford _____

Dr. Louis Reed _____

C.L. Sherman _____

BE IT FURTHER RESOLVED that the County Judge is hereby directed to submit this Resolution to the Chief Appraiser before December 15, 2013.

SIGNED this ____ day of _____, 2013.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

COMMISSIONERS' COURT

AGENDA

November 18, 2013

Consider, possibly approve and authorize the County Judge to execute an Amended Agreement with Tim Richardson.

AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County (County)**, and **Tim Richardson ("Consultant")**. This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

II. RESPONSIBILITIES OF THE PARTIES

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Identify key people at BP who need to be educated about the restoration benefits available to Restore the Gulf by working the County and communicate with them; make introductions for County officials and participate in meetings with these contacts;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin September 10, 2013 and expire on September 10, 2014 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend

beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in its or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

A. During the term of this Agreement the County shall pay Consultant \$126,000 annually at \$10,500 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

Jeff Branick, Judge, **Jefferson County**; jbranick@co.jefferson.tx.us ; office: 409-835-8466.

Tim Richardson, consultant, tlrs@rcn.com; office: 301-770-6496; mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

- a) If to the County, to:

Honorable Jeff Branick
Jefferson County
County Court House

1149 Pearl Street
Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson
6707 Old Stage Road
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. AGENCY

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and

Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to represent that the County is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVI. EQUAL OPPORTUNITY

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war,

acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By _____
Name: Jeff Branick
Title: Judge
EIN _____

Date _____

Tim Richardson, Consultant

By _____
Name: Tim Richardson
EIN 370-60-3504

Date _____

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

Signature of Consultant

Date



2013-2014

Jefferson County

Investment Policy
and
Procedures

Jeff R. Branick

County Judge

Eddie Arnold

Commissioner, Pct. 1

Brent A. Weaver

Commissioner, Pct. 2

Michael Sinegal

Commissioner, Pct. 3

Everette "Bo" Alfred

Commissioner, Pct. 4

Tim Funchess

County Treasurer/Investment Officer

JEFFERSON COUNTY

INVESTMENT POLICY AND PROCEDURES

1.0	INVESTMENT STRATEGY	PAGE #
	1.01 Jefferson County Pooled Cash Funds	4
	1.02 Other funds of Jefferson County	4
2.0	INVESTMENT SCOPE	
	2.01 Legal Authority to Invest	5
	2.02 County Investment Portfolio Structure	5
	2.03 Applicability of Policy	5
3.0	INVESTMENT OBJECTIVES AND PRIORITIES	
	3.01 General Statement	5
	3.02 Safety of Principal	5
	3.03 Maintenance of Adequate Liquidity	5
	3.04 Desired Diversification	6
	3.05 Rate of Return on Investments	6
	3.06 Maturity	6
	3.07 Quality and Education of Investment Manager.....	6
4.0	INVESTMENT RESPONSIBILITY AND CONTROL	
	4.01 Delegation of Investment Authority	6
	4.02 Investment Advisory Committee	6
	4.03 Fiduciary, Prudence, and Ethical Standards	7
	4.04 Liability of Investment Officer	7
	4.05 Accounting and Audit Control	7
	4.06 Subject to Audit	7
5.0	INVESTMENT REPORTING	
	5.01 Monthly Reporting	7
	5.02 Quarterly Reporting	8

6.0	INVESTMENT INSTITUTIONS	PAGE #
	6.01 Depository Bank	8
	6.02 Broker/Dealers	8
	6.03 Approval of Broker/Dealers	8
7.0	INVESTMENT INSTRUMENTS	
	7.01 Bank Investments	9
	7.02 Direct Investments	9
8.0	INVESTMENT PROCEDURES	
	8.01 Confirmation of Trade	9
	8.02 Delivery Versus Payment	9
	8.03 Safekeeping Institution	10
9.0	COLLATERAL AND SAFEKEEPING	
	9.01 Collateral or Insurance	10
	9.02 Safekeeping	10
	9.03 Collateral Reporting	10
10.0	INVESTMENT POLICY REVIEW AND AMENDMENT	
	10.01 Review Procedures	10
	10.02 Changes to the Investment Policy	10

ATTACHMENTS, EXHIBITS, AND APPENDICES

Appendix A:	Govt. Code Title 10: Chapter 2256 The Public Funds Investment Act
Appendix B:	Govt. Code Title 10: Chapter 2257 The Public Funds Collateral Act
Exhibit #1:	Broker/Dealer Certification
Exhibit #2:	Approved List of Broker/Dealers
Exhibit #3:	Approving Order: Jefferson County Commissioners Court

1.0 INVESTMENT STRATEGY

1.01 Jefferson County Pooled Cash Funds:

Funds included are: Road and Bridge

Debt Service

Jury

General

Library

Mosquito Control

Airport

Engineering

Parks and Recreation

Special Revenue

Capital Projects

Internal Service

1.0101 **The funds of Jefferson County, that are invested, are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing highly liquid short term Certificates of Deposit, Treasury Bills and Obligations of the United States or its agencies and instrumentalities with a stated final maturity of three years or less.**

1.02 Other funds of Jefferson County:

Funds included are:

Tax Office

Community Supervision

State Fee Officers

Child Support

Other account with surplus funds

1.0201 **Other funds of Jefferson County, that are invested, are invested by matching maturity of investments with cash needs. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing highly liquid, short term, Treasury Bills and Obligations of the United States or its agencies and instrumentalities with a stated final maturity of three years or less.**

2.0 INVESTMENT SCOPE

2.01 Legal Authority to Invest

TEXAS GOVERNMENT CODE ANN., sec. 2256.003 et seq. (Vernon 1995) authorizes the Commissioners Court to invest county funds.

2.02 County Investment Portfolio Structure

This investment policy applies to all financial assets of all funds of the County of Jefferson, Texas, at the present time and any funds to be created in the future and other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Jefferson County and any depository bank.

2.03 Applicability of Policy

This policy governs the investment of all financial assets of all funds of Jefferson County, and are managed in compliance with this policy and all applicable state and federal laws.

3.0 INVESTMENT OBJECTIVES AND PRIORITIES

3.01 General Statement

This policy serves to satisfy the statutory requirements of the TEXAS GOVERNMENT CODE, ANN., Title 10, Section 2256, Public Funds Investment Act, to define and adopt a formal investment policy.

3.02 Safety of Principal

The primary objective of Jefferson County is to ensure the safety of principal in all funds and to avoid speculative investing.

3.03 Maintenance of Adequate Liquidity

The secondary objective of Jefferson County is to strive to maintain adequate liquidity, through scheduled maturity of investments, to cover the cash needs of the county consistent with the objectives of this policy.

3.04 Desired Diversification

It will be the policy of Jefferson County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investment. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

3.05 Rate of Return on Investments

It will be the objective of Jefferson County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives and state and federal law governing investment of public funds.

3.06 Maturity

Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the County's cash needs. No investment shall have a legal stated maturity of more than thirty six (36) months.

3.07 Quality and Capability of Investment Manager

It is the County's policy to provide periodic training in investments for the County Treasurer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Treasurer in making investment decisions, in compliance with Sec. 2256.008 of the Public Funds Investment Act.

4.0 INVESTMENT RESPONSIBILITY AND CONTROL

4.01 Delegation of Investment Authority

In accordance with Sec. 2256.005 of the Public Funds Investment Act, the County Commissioners Court, may invest County funds that are not immediately required to pay obligations of the County. The County Treasurer, hereby appointed as Investment Officer, shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

4.02 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures, investment strategies, and investment performance. Members of the Committee should be composed of the County Judge or his designee, County Auditor, County Treasurer, the Head of the Civil Division of the District Attorney's Office and an appointee representing the Commissioners Court. The Chairman will be elected by the Committee, and meetings will be called no less than annually and as needed.

4.03 Fiduciary, Prudence, and Ethical Standards

Jefferson County adopts the prudent fiduciary rule as applied in the then prevailing circumstances, when managing the County's portfolio, within the applicable legal and policy constraints. The prudent person rule is restated as follows:

"Investments must be made with the judgement and care, under prevailing circumstances, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs for investment, not for speculation, considering the probable safety of their capital as well as the probable income to be derived."

4.04 Liability of Investment Officer

In accordance with Sec. 113.005, Texas Local Government Code, the County Treasurer is not responsible for any loss of the county funds through the failure or negligence of a depository. This section does not release the Treasurer from responsibility for a loss resulting from the official misconduct or negligence of the Treasurer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

4.05 Accounting and Audit Control

The Jefferson County Treasurer will establish liaison with the Jefferson County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control.

4.06 Subject to Audit

The Jefferson County Treasurer is subject to audit by the Jefferson County Auditor. In addition, it is the policy of the Jefferson County Commissioner's Court, at a minimum, to have an annual audit of all County funds by an independent auditing firm. The Jefferson County Treasurer and the county's investment procedures shall be subject to the annual and any special audits as required.

5.0 INVESTMENT REPORTING

5.01 Monthly Reporting

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the Jefferson County Treasurer will report in writing monthly to Commissioners' Court and to the County Auditor. The report shall include a detailed listing of all purchases, sales and payments, and description of each security held.

5.02 Quarterly Reporting

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the Jefferson County Treasurer will report quarterly the portfolio statistics, listing the type and description of investment in detail, the broker/dealer used for purchase, the yield to maturity, the stated maturity date, and the previous and current market value.

6.0 INVESTMENT INSTITUTIONS

6.01 Depository Bank

Fully collateralized Time Deposits, Certificates of Deposit, and interest-bearing checking accounts shall be placed at the County Depository Bank under a depository contract executed by Jefferson County Commissioners' Court and in compliance with V.C.T.A., Texas Local Government Code, Chapter 116 and Chapter 117.

6.02 Broker/Dealers

The Jefferson County Treasurer shall invest county funds through the Federal Reserve Bank book entry system, consistent with federal and state law and the current Bank Depository contract. Purchases shall be made with:

- 6.0201 U.S. Government Securities Dealers maintaining a National Association of Securities Dealers Series 7 license, and with knowledge of Institutional Investing, recommended by the County Treasurer, the Jefferson County Investment Advisory Committee, and approved by Commissioners Court. Dealers must comply with Section 6.03 of this Investment Policy to be selected.
- 6.0202 The Capital Markets Division of the Depository Bank.
- 6.0203 Investment Pools meeting the standards of Section 2256.016 of the Texas Public Funds Investment Act.

6.03 Approval of Broker/Dealer

The Jefferson County Treasurer reviews the applications of the broker/dealer/financial institutions for compliance with this policy and recommends institution must demonstrate possession of the following criteria:

- 6.0301 Institutional investment experience,
- 6.0302 Good references from public fund investment officers.
- 6.0303 Adequate capitalization per the Capital Adequacy Guidelines for Government Securities Dealers published by the New York Federal Reserve Bank.
- 6.0304 An understanding of this Investment Policies and Procedures Manual,
- 6.0305 Regulation by the Securities and Exchange Commission (SEC),

- 6.0306 Membership in good standing in the National Association of Securities Dealers, Inc., and
- 6.0307 Valid licensure from the State of Texas.

7.0 INVESTMENT INSTRUMENTS

The Jefferson County Treasurer shall use any or all of the following authorized investment instruments consistent with governing law and this policy:

7.01 Bank Investments

- 7.0101 Fully collateralized Time Deposits.
- 7.0102 Fully collateralized Certificates of Deposit.
- 7.0103 Fully collateralized interest-bearing checking accounts.
- 7.0104 Fully collateralized sweep accounts

7.02 Direct Investments

- 7.0201 United States Treasury Securities.
- 7.0202 Obligations of the United States or its agencies and instrumentalities, with a legal stated maturity of no more than thirty six (36) months.
- 7.0203 Excluded in the direct investments are derivative securities including but not limited to Collateralized Mortgage Obligations.
- 7.0204 Investment Pools meeting the standards of Section 2256.016 of the Texas Public Funds Investment Act.

8.0 INVESTMENT PROCEDURES

8.01 Confirmation of Trade

A confirmation of trade will be provided by the broker/dealer to the Jefferson County Treasurer for every purchase of an investment security. This trade ticket and confirmation will become a part of the file that is maintained on every investment security.

Delivery Versus Payment

It will be the policy of the County that all Treasury, and Government Agency securities shall be purchased using the delivery vs. Payment (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the county has received, through the Federal Reserve wire, the securities purchased.

Safekeeping Institutions

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

9.0 COLLATERAL AND SAFEKEEPING

9.01 Collateral or Insurance

The Jefferson County Treasurer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Depository Contract in one or more of the following manners:

9.0101 FDIC insurance coverage

9.0102 United States Government Bonds, Notes, and Bills

9.0103 Securities of federally-sponsored U. S. Agencies and instrumentalities of the United States Government.

9.0104 Letters of Credit issued by the Federal Home Loan Bank of Dallas.

9.02 Safekeeping

Securities pledged as collateral shall be deposited in trust with the Federal Reserve Bank, or another disinterested third party bank, under an appropriate legal contract. The amount of such securities pledged shall be determined by their market value.

9.03 Collateral Reporting

The Treasurer of Jefferson County shall report to the County Commissioners' Court valuation of all collateral compared to all county deposits on a monthly basis. Collateral deficiencies should be identified and immediately corrected through additional collateral deposited or reductions in the volume of deposited funds.

10.0 INVESTMENT POLICY REVIEW AND AMENDMENT

Review Procedures

The Jefferson County Commissioners' Court shall review its investment policy and investment strategies not less than annually.

Changes to the Investment Policy

The County Treasurer and the Investment Advisory Committee, must review the Jefferson County Investment Policy not less than annually and recommend any changes to the Commissioners' Court.

EXHIBIT 1

Certification

CERTIFICATION

I hereby certify that I have personally read and understand the investment policy and procedures of Jefferson County, and have implemented reasonable procedures and controls designed to fulfill those objectives and conditions. Transactions between this firm and Jefferson County, will be directed towards precluding imprudent investment activities and protecting the Counties from credit risk.

All the sales personnel of this firm dealing with Jefferson County's accounts have been informed and will be routinely informed of the County's investment horizons, limitations, strategy, and risk constraints, whenever we are so informed.

This firm pledges due diligence in informing the County of foreseeable risks associated with financial transactions connected to this firm.

(Firm)

(Firm Representative)

(Representative's Title)

(Registration or Dealer Number)

(Signature)

(Date)

EXHIBIT 2

APPROVED LIST OF BROKER/DEALERS

Approved List of Broker/Dealers

**UBS Financial Services, Inc.
Larry Burns
109 N. Post Oak Lane #150
Houston, TX 77024**

**Morgan Stanley
Howard LeDet
1600 Highway #6 South
Suite 100
Sugar Land, TX 77478**

**PiperJaffray & Co.
Scott Waltmon
One Riverway, Suite 1700
777 South Post Oak Lane
Houston, Texas 77056**

**Wells Fargo Bank
Josh Rodriguez
6250 Delaware Street
Beaumont, Texas 77706**

**Wells Fargo Capital Markets
Kenneth Guillory
Houston, Texas**

(Continued)

Coastal Securities, Inc.
Tony D. Sekaly
5555 San Felipe, Suite 2200
Houston, TX 77056

Texas Class
Bill Moritz, Danny King
2435 N. Central Expressway, Suite 1200
Richardson, TX 75080
(C/O Karen Proctor)

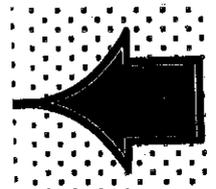
EXHIBIT 3
APPROVING ORDER

ORDER APPROVING
JEFFERSON COUNTY INVESTMENT POLICY AND PROCEDURES

Upon a motion of Commissioner _____, seconded
by Commissioner _____, unanimously adopted the
following policies and procedures, and the same are hereby
approved, received and ordered filed.

ORDERED this _____ day of _____, 2013

Jeff R. Branick
County Judge



Commissioner Eddie Arnold
Precinct No. 1

Commissioner Michael Sinegal
Precinct No. 2

Commissioner Brent A. Weaver
Precinct No. 3

Commissioner Everette D. Alfred
Precinct No. 2

ATTEST:

Carolyn L. Guidry
Jefferson County Clerk

APPENDIX A

Chapter 2256-Public Funds Investment Act

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2256. PUBLIC FUNDS INVESTMENT

SUBCHAPTER A. AUTHORIZED INVESTMENTS FOR GOVERNMENTAL ENTITIES

Sec. 2256.001. SHORT TITLE. This chapter may be cited as the Public Funds Investment Act.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.002. DEFINITIONS. In this chapter:

(1) "Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by an entity, and reserves and funds maintained by an entity for debt service purposes.

(2) "Book value" means the original acquisition cost of an investment plus or minus the accrued amortization or accretion.

(3) "Funds" means public funds in the custody of a state agency or local government that:

(A) are not required by law to be deposited in the state treasury; and

(B) the investing entity has authority to invest.

(4) "Institution of higher education" has the meaning assigned by Section 61.003, Education Code.

(5) "Investing entity" and "entity" mean an entity subject to this chapter and described by Section 2256.003.

(6) "Investment pool" means an entity created under this code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are:

- (A) preservation and safety of principal;
- (B) liquidity; and
- (C) yield.

(7) "Local government" means a municipality, a county, a school district, a district or authority created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, and any nonprofit corporation acting on behalf of any of those entities.

(8) "Market value" means the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

(9) "Pooled fund group" means an internally created fund of an investing entity in which one or more institutional accounts

of the investing entity are invested.

(10) "Qualified representative" means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

(A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;

(B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;

(C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool; or

(D) for an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm.

(11) "School district" means a public school district.

(12) "Separately invested asset" means an account or

fund of a state agency or local government that is not invested in a pooled fund group.

(13) "State agency" means an office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities. Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 1, eff. Sept. 1, 1999.

Sec. 2256.003. AUTHORITY TO INVEST FUNDS; ENTITIES SUBJECT TO THIS CHAPTER. (a) Each governing body of the following entities may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section 2256.006:

- (1) a local government;
- (2) a state agency;
- (3) a nonprofit corporation acting on behalf of a local government or a state agency; or
- (4) an investment pool acting on behalf of two or more local governments, state agencies, or a combination of those entities.

(b) In the exercise of its powers under Subsection (a), the governing body of an investing entity may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of the investing entity by order, ordinance, or resolution.

(c) This chapter does not prohibit an investing entity or investment officer from using the entity's employees or the services of a contractor of the entity to aid the investment officer in the execution of the officer's duties under this chapter.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 2, eff. Sept. 1, 1999.

Sec. 2256.004. APPLICABILITY. (a) This subchapter does not apply to:

- (1) a public retirement system as defined by Section 802.001;
- (2) state funds invested as authorized by Section 404.024;

(3) an institution of higher education having total endowments of at least \$95 million in book value on May 1, 1995;

(4) funds invested by the Veterans' Land Board as authorized by Chapter 161, 162, or 164, Natural Resources Code;

(5) registry funds deposited with the county or district clerk under Chapter 117, Local Government Code; or

(6) a deferred compensation plan that qualifies under either Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Section 1 et seq.), as amended.

(b) This subchapter does not apply to an investment donated to an investing entity for a particular purpose or under terms of use specified by the donor.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 505, Sec. 24, eff. Sept. 1, 1997;

Acts 1997, 75th Leg., ch. 1421, Sec. 2, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 8.21, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1454, Sec. 3, eff. Sept. 1, 1999.

Sec. 2256.005. INVESTMENT POLICIES; INVESTMENT STRATEGIES; INVESTMENT OFFICER. (a) The governing body of an investing entity shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.

(b) The investment policies must:

- (1) be written;
 - (2) primarily emphasize safety of principal and liquidity;
 - (3) address investment diversification, yield, and maturity and the quality and capability of investment management; and
 - (4) include:
 - (A) a list of the types of authorized investments in which the investing entity's funds may be invested;
 - (B) the maximum allowable stated maturity of any individual investment owned by the entity;
 - (C) for pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio;
 - (D) methods to monitor the market price of investments acquired with public funds;
 - (E) a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
 - (F) procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Section 2256.021.
- (c) The investment policies may provide that bids for certificates of deposit be solicited:

- (1) orally;
- (2) in writing;
- (3) electronically; or
- (4) in any combination of those methods.

(d) As an integral part of an investment policy, the governing body shall adopt a separate written investment strategy for each of the funds or group of funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

- (1) understanding of the suitability of the investment to the financial requirements of the entity;
- (2) preservation and safety of principal;
- (3) liquidity;
- (4) marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) diversification of the investment portfolio; and
- (6) yield.

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to

either the investment policy or investment strategies.

(f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity.

If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity, until the expiration of the officer's term or the termination of the person's employment by the investing entity, or if an investment management firm, until the expiration of the contract with the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

(g) Subsection (f) does not apply to a state agency, local government, or investment pool for which an officer of the entity is assigned by law the function of investing its funds.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 685,
Sec. 1

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be an investment officer for the commission under Subsection (f) if the officer or employee is an investment officer designated under Subsection (f) for another local government.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 1421,
Sec. 3

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be designated as an investment officer under Subsection (f) for any investing entity other than for that commission.

(i) An investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest. An

investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if:

(1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;

(2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

(3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

(j) The governing body of an investing entity may specify in its investment policy that any investment authorized by this chapter is not suitable.

(k) A written copy of the investment policy shall be

presented to any person offering to engage in an investment transaction with an investing entity or to an investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio. For purposes of this subsection, a business organization includes investment pools and an investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio. Nothing in this subsection relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

(1) received and reviewed the investment policy of the entity; and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

(l) The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a person who has not delivered to the entity the instrument required by Subsection (k).

(m) An investing entity other than a state agency, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the entity's established investment policies.

(n) Except as provided by Subsection (o), at least once every two years a state agency shall arrange for a compliance audit of management controls on investments and adherence to the agency's established investment policies. The compliance audit shall be performed by the agency's internal auditor or by a private auditor employed in the manner provided by Section 321.020. Not later than January 1 of each even-numbered year a state agency shall report the results of the most recent audit performed under this subsection to the state auditor. Subject to a risk assessment and to the legislative audit committee's approval of including a review by the state auditor in the audit plan under Section 321.013, the state auditor may review information provided under this section. If review by the state auditor is approved by the legislative audit committee, the state auditor may, based on its review, require a state agency to also report to the state auditor other information the state auditor determines necessary to assess compliance with

laws and policies applicable to state agency investments. A report under this subsection shall be prepared in a manner the state auditor prescribes.

(o) The audit requirements of Subsection (n) do not apply to assets of a state agency that are invested by the comptroller under Section 404.024.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 685, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 4, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 785, Sec. 41, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 1, eff. June 17, 2011.

Sec. 2256.006. STANDARD OF CARE. (a) Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- (1) preservation and safety of principal;

(2) liquidity; and

(3) yield.

(b) In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

(1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and

(2) whether the investment decision was consistent with the written investment policy of the entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.007. INVESTMENT TRAINING; STATE AGENCY BOARD MEMBERS AND OFFICERS. (a) Each member of the governing board of a state agency and its investment officer shall attend at least one training session relating to the person's responsibilities under this chapter within six months after taking office or assuming duties.

(b) The Texas Higher Education Coordinating Board shall provide the training under this section.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks,

diversification of investment portfolio, and compliance with this chapter.

(d) An investment officer shall attend a training session not less than once each state fiscal biennium and may receive training from any independent source approved by the governing body of the state agency. The investment officer shall prepare a report on this subchapter and deliver the report to the governing body of the state agency not later than the 180th day after the last day of each regular session of the legislature.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 73, Sec. 1, eff. May 9, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 4, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 5, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 2, eff. June 17, 2011.

Sec. 2256.008. INVESTMENT TRAINING; LOCAL GOVERNMENTS.

(a) Except as provided by Subsections (b) and (e), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:

(1) attend at least one training session from an independent source approved by the governing body of the local

government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and

(2) except as provided by Subsections (b) and (e), attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

(b) An investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, that has contracted with an investment management firm under Section 2256.003(b) and has fewer than five full-time employees or an investing entity that has contracted with another investing entity to invest the entity's funds may satisfy the training requirement provided by Subsection (a)(2) by having an officer of the governing body attend four hours of appropriate instruction in

a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date. The treasurer or chief financial officer of an investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, and that has fewer than five full-time employees is not required to attend training required by this section unless the person is also the investment officer of the entity.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) Not later than December 31 each year, each individual, association, business, organization, governmental entity, or other person that provides training under this section shall report to the comptroller a list of the governmental entities for which the person provided required training under this section during that calendar year. An individual's reporting requirements under this subsection are satisfied by a report of the individual's employer or the sponsoring or organizing entity of a training program or seminar.

(e) This section does not apply to a district governed by Chapter 36 or 49, Water Code.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1,

1995; Acts 1997, 75th Leg., ch. 1421, Sec. 5, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 69, Sec. 4, eff. May 14, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 3, eff. June 17, 2011.

Sec. 2256.009. AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES. (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

- (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- (2) direct obligations of this state or its agencies and instrumentalities;
- (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal

Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

(5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and

(6) bonds issued, assumed, or guaranteed by the State of Israel.

(b) The following are not authorized investments under this section:

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 7, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 558, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 4, eff. June 17, 2011.

Sec. 2256.010. AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES. (a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

(1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(2) secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b); or

(3) secured in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

(1) the funds are invested by an investing entity through:

(A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or

(B) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;

(2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;

(3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

(4) the investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Amended by Acts 1995, 74th Leg., ch. 32, Sec. 1, eff. April 28, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 6, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 128, Sec. 1, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 5, eff. June 17, 2011.

Sec. 2256.011. AUTHORIZED INVESTMENTS: REPURCHASE AGREEMENTS. (a) A fully collateralized repurchase agreement is an authorized investment under this subchapter if the repurchase agreement:

- (1) has a defined termination date;
- (2) is secured by a combination of cash and obligations described by Section 2256.009(a)(1); and
- (3) requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and
- (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

(b) In this section, "repurchase agreement" means a

simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

(c) Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

(d) Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 6, eff. June 17, 2011.

Sec. 2256.0115. AUTHORIZED INVESTMENTS: SECURITIES LENDING PROGRAM. (a) A securities lending program is an authorized investment under this subchapter if it meets the conditions provided by this section.

(b) To qualify as an authorized investment under this subchapter:

(1) the value of securities loaned under the program must be not less than 100 percent collateralized, including accrued income;

(2) a loan made under the program must allow for termination at any time;

(3) a loan made under the program must be secured by:

(A) pledged securities described by Section 2256.009;

(B) pledged irrevocable letters of credit issued by a bank that is:

(i) organized and existing under the laws of the United States or any other state; and

(ii) continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or

(C) cash invested in accordance with Section:

(i) 2256.009;

(ii) 2256.013;

(iii) 2256.014; or

(iv) 2256.016;

(4) the terms of a loan made under the program must require that the securities being held as collateral be:

(A) pledged to the investing entity;
 (B) held in the investing entity's name; and
 (C) deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity;

(5) a loan made under the program must be placed through:

(A) a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003; or

(B) a financial institution doing business in this state; and

(6) an agreement to lend securities that is executed under this section must have a term of one year or less.

Added by Acts 2003, 78th Leg., ch. 1227, Sec. 1, eff. Sept. 1, 2003.

Sec. 2256.012. AUTHORIZED INVESTMENTS: BANKER'S ACCEPTANCES.

A bankers' acceptance is an authorized investment under this subchapter if the bankers' acceptance:

(1) has a stated maturity of 270 days or fewer from the date of its issuance;

(2) will be, in accordance with its terms, liquidated in full at maturity;

(3) is eligible for collateral for borrowing from a Federal Reserve Bank; and

(4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.013. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER.

Commercial paper is an authorized investment under this subchapter if the commercial paper:

(1) has a stated maturity of 270 days or fewer from the date of its issuance; and

(2) is rated not less than A-1 or P-1 or an equivalent rating by at least:

(A) two nationally recognized credit rating agencies; or

(B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.014. AUTHORIZED INVESTMENTS: MUTUAL FUNDS. (a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with and regulated by the Securities and Exchange Commission;

(2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);

(3) has a dollar-weighted average stated maturity of 90 days or fewer; and

(4) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with the Securities and Exchange Commission;

(2) has an average weighted maturity of less than two years;

(3) is invested exclusively in obligations approved by this subchapter;

(4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and

(5) conforms to the requirements set forth in Sections 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

(c) An entity is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);

(2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or

(3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 7, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 8, eff. Sept. 1, 1999.

Sec. 2256.015. AUTHORIZED INVESTMENTS: GUARANTEED INVESTMENT CONTRACTS. (a) A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

(1) has a defined termination date;

(2) is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and

(3) is pledged to the entity and deposited with the entity or with a third party selected and approved by the entity.

(b) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.

(c) To be eligible as an authorized investment:

(1) the governing body of the entity must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;

(2) the entity must receive bids from at least three separate providers with no material financial interest in the bonds

from which proceeds were received;

(3) the entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

(4) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

(5) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 8, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 9, 10, eff. Sept. 1, 1999.

Sec. 2256.016. AUTHORIZED INVESTMENTS: INVESTMENT POOLS.

(a) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

(1) the types of investments in which money is allowed to be invested;

(2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;

(3) the maximum stated maturity date any investment security within the portfolio has;

(4) the objectives of the pool;

(5) the size of the pool;

(6) the names of the members of the advisory board of the pool and the dates their terms expire;

(7) the custodian bank that will safekeep the pool's assets;

(8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;

(9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

(10) the name and address of the independent auditor of the pool;

(11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and

(12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

(1) investment transaction confirmations; and

(2) a monthly report that contains, at a minimum, the following information:

(A) the types and percentage breakdown of securities in which the pool is invested;

(B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;

(C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;

(D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;

(E) the size of the pool;

- (F) the number of participants in the pool;
- (G) the custodian bank that is safekeeping the assets of the pool;
- (H) a listing of daily transaction activity of the entity participating in the pool;
- (I) the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
- (J) the portfolio managers of the pool; and
- (K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the

portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

(1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or

(2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

(i) If the investment pool operates an Internet website, the

information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.

(j) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

(k) If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 9, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 7, eff. June 17, 2011.

Sec. 2256.017. EXISTING INVESTMENTS. An entity is not required to liquidate investments that were authorized investments at the time of purchase.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.46(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 10, eff. Sept. 1,

1997.

Sec. 2256.019. RATING OF CERTAIN INVESTMENT POOLS. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 11, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 8, eff. June 17, 2011.

Sec. 2256.020. AUTHORIZED INVESTMENTS: INSTITUTIONS OF HIGHER EDUCATION. In addition to the authorized investments permitted by this subchapter, an institution of higher education may purchase, sell, and invest its funds and funds under its control in the following:

(1) cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f));

(2) negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that

is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and

(3) corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.0201. AUTHORIZED INVESTMENTS; MUNICIPAL UTILITY.

(a) A municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may enter into a hedging contract and related security and insurance agreements in relation to fuel oil, natural gas, coal, nuclear fuel, and electric energy to protect against loss due to price fluctuations. A hedging transaction must comply with the regulations of the Commodity Futures Trading Commission and the Securities and Exchange Commission. If there is a conflict between the municipal charter of the municipality and this chapter, this chapter prevails.

(b) A payment by a municipally owned electric or gas utility under a hedging contract or related agreement in relation to fuel supplies or fuel reserves is a fuel expense, and the utility may credit any amounts it receives under the contract or agreement

against fuel expenses.

(c) The governing body of a municipally owned electric or gas utility or the body vested with power to manage and operate the municipally owned electric or gas utility may set policy regarding hedging transactions.

(d) In this section, "hedging" means the buying and selling of fuel oil, natural gas, coal, nuclear fuel, and electric energy futures or options or similar contracts on those commodities and related transportation costs as a protection against loss due to price fluctuation.

Added by Acts 1999, 76th Leg., ch. 405, Sec. 48, eff. Sept. 1, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 7, Sec. 1, eff. April 13, 2007.

Sec. 2256.0202. AUTHORIZED INVESTMENTS: MUNICIPAL FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, a municipality may invest funds received by the municipality from a lease or contract for the management and development of land owned by the municipality and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by a municipality under this section shall be segregated and accounted for separately from other funds of the municipality.

Added by Acts 2009, 81st Leg., R.S., Ch. 1371, Sec. 1, eff. September 1, 2009.

Sec. 2256.0203. AUTHORIZED INVESTMENTS: PORTS AND NAVIGATION DISTRICTS. (a) In this section, "district" means a navigation district organized under Section 52, Article III, or Section 59, Article XVI, Texas Constitution.

(b) In addition to the authorized investments permitted by this subchapter, a port or district may purchase, sell, and invest its funds and funds under its control in negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency.

Added by Acts 2011, 82nd Leg., R.S., Ch. 804, Sec. 1, eff. September 1, 2011.

Sec. 2256.0204. AUTHORIZED INVESTMENTS: INDEPENDENT SCHOOL DISTRICTS. (a) In this section, "corporate bond" means a senior secured debt obligation issued by a domestic business entity and

rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that:

(1) on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation; or

(2) is an unsecured debt obligation.

(b) This section applies only to an independent school district that qualifies as an issuer as defined by Section 1371.001.

(c) In addition to authorized investments permitted by this subchapter, an independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

(d) An independent school district subject to this section is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or

(2) invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

(e) An independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds if the governing body of the district:

(1) amends its investment policy to authorize corporate bonds as an eligible investment;

(2) adopts procedures to provide for:

(A) monitoring rating changes in corporate bonds acquired with public funds; and

(B) liquidating the investment in corporate bonds;
and

(3) identifies the funds eligible to be invested in corporate bonds.

(f) The investment officer of an independent school district, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

(1) issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or

(2) changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

(g) Corporate bonds are not an eligible investment for a public funds investment pool.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1347, Sec. 1, eff. June 17, 2011.

Sec. 2256.0205. AUTHORIZED INVESTMENTS; DECOMMISSIONING TRUST. (a) In this section:

(1) "Decommissioning trust" means a trust created to provide the Nuclear Regulatory Commission assurance that funds will be available for decommissioning purposes as required under 10 C.F.R. Part 50 or other similar regulation.

(2) "Funds" includes any money held in a decommissioning trust regardless of whether the money is considered to be public funds under this subchapter.

(b) In addition to other investments authorized under this subchapter, a municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may invest funds held in a decommissioning trust in any investment authorized by Subtitle B, Title 9, Property Code.

Added by Acts 2005, 79th Leg., Ch. 121, Sec. 1, eff. September 1, 2005.

Sec. 2256.021. EFFECT OF LOSS OF REQUIRED RATING. An investment that requires a minimum rating under this subchapter does not qualify as an authorized investment during the period the investment does not have the minimum rating. An entity shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.022. EXPANSION OF INVESTMENT AUTHORITY. Expansion of investment authority granted by this chapter shall require a risk assessment by the state auditor or performed at the direction of the state auditor, subject to the legislative audit committee's approval of including the review in the audit plan under Section 321.013.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 2003, 78th Leg., ch. 785, Sec. 42, eff. Sept. 1, 2003.

Sec. 2256.023. INTERNAL MANAGEMENT REPORTS. (a) Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

(b) The report must:

(1) describe in detail the investment position of the entity on the date of the report;

(2) be prepared jointly by all investment officers of the entity;

(3) be signed by each investment officer of the entity;

(4) contain a summary statement of each pooled fund group that states the:

(A) beginning market value for the reporting period;

(B) ending market value for the period; and

(C) fully accrued interest for the reporting period;

(5) state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

(6) state the maturity date of each separately invested asset that has a maturity date;

(7) state the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and

(8) state the compliance of the investment portfolio of the state agency or local government as it relates to:

(A) the investment strategy expressed in the

agency's or local government's investment policy; and

(B) relevant provisions of this chapter.

(c) The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period.

(d) If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 12, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 9, eff. June 17, 2011.

Sec. 2256.024. SUBCHAPTER CUMULATIVE. (a) The authority granted by this subchapter is in addition to that granted by other law. Except as provided by Subsection (b), this subchapter does not:

(1) prohibit an investment specifically authorized by

other law; or

(2) authorize an investment specifically prohibited by other law.

(b) Except with respect to those investing entities described in Subsection (c), a security described in Section 2256.009(b) is not an authorized investment for a state agency, a local government, or another investing entity, notwithstanding any other provision of this chapter or other law to the contrary.

(c) Mortgage pass-through certificates and individual mortgage loans that may constitute an investment described in Section 2256.009(b) are authorized investments with respect to the housing bond programs operated by:

(1) the Texas Department of Housing and Community Affairs or a nonprofit corporation created to act on its behalf;

(2) an entity created under Chapter 392, Local Government Code; or

(3) an entity created under Chapter 394, Local Government Code.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.025. SELECTION OF AUTHORIZED BROKERS. The governing body of an entity subject to this subchapter or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers

that are authorized to engage in investment transactions with the entity.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

Sec. 2256.026. STATUTORY COMPLIANCE. All investments made by entities must comply with this subchapter and all federal, state, and local statutes, rules, or regulations.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

SUBCHAPTER B. MISCELLANEOUS PROVISIONS

Sec. 2256.051. ELECTRONIC FUNDS TRANSFER. Any local government may use electronic means to transfer or invest all funds collected or controlled by the local government.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.052. PRIVATE AUDITOR. Notwithstanding any other law, a state agency shall employ a private auditor if authorized by the legislative audit committee either on the committee's initiative or on request of the governing body of the agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1,

1995.

Sec. 2256.053. PAYMENT FOR SECURITIES PURCHASED BY STATE. The comptroller or the disbursing officer of an agency that has the power to invest assets directly may pay for authorized securities purchased from or through a member in good standing of the National Association of Securities Dealers or from or through a national or state bank on receiving an invoice from the seller of the securities showing that the securities have been purchased by the board or agency and that the amount to be paid for the securities is just, due, and unpaid. A purchase of securities may not be made at a price that exceeds the existing market value of the securities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.67, eff. Sept. 1, 1997.

Sec. 2256.054. DELIVERY OF SECURITIES PURCHASED BY STATE. A security purchased under this chapter may be delivered to the comptroller, a bank, or the board or agency investing its funds. The delivery shall be made under normal and recognized practices in the securities and banking industries, including the book entry procedure of the Federal Reserve Bank.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1,

1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.68, eff. Sept. 1, 1997.

Sec. 2256.055. DEPOSIT OF SECURITIES PURCHASED BY STATE. At the direction of the comptroller or the agency, a security purchased under this chapter may be deposited in trust with a bank or federal reserve bank or branch designated by the comptroller, whether in or outside the state. The deposit shall be held in the entity's name as evidenced by a trust receipt of the bank with which the securities are deposited.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.69, eff. Sept. 1, 1997.

APPENDIX B

Chapter 2257-Public Funds Collateral Act

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2257. COLLATERAL FOR PUBLIC FUNDS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 2257.001. SHORT TITLE. This chapter may be cited as the Public Funds Collateral Act.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.002. DEFINITIONS. In this chapter:

(1) "Bank holding company" has the meaning assigned by Section 31.002(a), Finance Code.

(2) "Control" has the meaning assigned by Section 31.002(a), Finance Code.

(3) "Deposit of public funds" means public funds of a public entity that:

(A) the comptroller does not manage under Chapter 404; and

(B) are held as a demand or time deposit by a depository institution expressly authorized by law to accept a public entity's demand or time deposit.

(4) "Eligible security" means:

(A) a surety bond;

(B) an investment security;

(C) an ownership or beneficial interest in an investment security, other than an option contract to purchase or sell an investment security;

(D) a fixed-rate collateralized mortgage obligation that has an expected weighted average life of 10 years or less and does not constitute a high-risk mortgage security;

(E) a floating-rate collateralized mortgage obligation that does not constitute a high-risk mortgage security; or

(F) a letter of credit issued by a federal home loan bank.

(5) "Investment security" means:

(A) an obligation that in the opinion of the attorney general of the United States is a general obligation of the United States and backed by its full faith and credit;

(B) a general or special obligation issued by a public agency that is payable from taxes, revenues, or a combination of taxes and revenues; or

(C) a security in which a public entity may invest under Subchapter A, Chapter 2256.

(6) "Permitted institution" means:

(A) a Federal Reserve Bank;

(B) a clearing corporation, as defined by Section 8.102, Business & Commerce Code;

(C) a bank eligible to be a custodian under Section 2257.041; or

(D) a state or nationally chartered bank that is controlled by a bank holding company that controls a bank eligible to be a custodian under Section 2257.041.

(7) "Public agency" means a state or a political or governmental entity, agency, instrumentality, or subdivision of a state, including a municipality, an institution of higher education, as defined by Section 61.003, Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital.

(8) "Public entity" means a public agency in this state, but does not include an institution of higher education, as defined by Section 61.003, Education Code.

(9) "State agency" means a public entity that:

(A) has authority that is not limited to a geographic portion of the state; and

(B) was created by the constitution or a statute.

(10) "Trust receipt" means evidence of receipt, identification, and recording, including:

(A) a physical controlled trust receipt; or

(B) a written or electronically transmitted advice

of transaction.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.48(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 914, Sec. 5, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 254, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 891, Sec. 3.22(4), eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1423, Sec. 8.70, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 7.63, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 783, Sec. 1, eff. June 17, 2011.

Sec. 2257.0025. HIGH-RISK MORTGAGE SECURITY. (a) For purposes of this chapter, a fixed-rate collateralized mortgage obligation is a high-risk mortgage security if the security:

(1) has an average life sensitivity with a weighted average life that:

(A) extends by more than four years, assuming an immediate and sustained parallel shift in the yield curve of plus 300 basis points; or

(B) shortens by more than six years, assuming an immediate and sustained parallel shift in the yield curve of minus 300 basis points; and

(2) is price sensitive; that is, the estimated change

in the price of the mortgage derivative product is more than 17 percent, because of an immediate and sustained parallel shift in the yield curve of plus or minus 300 basis points.

(b) For purposes of this chapter, a floating-rate collateralized mortgage obligation is a high-risk mortgage security if the security:

(1) bears an interest rate that is equal to the contractual cap on the instrument; or

(2) is price sensitive; that is, the estimated change in the price of the mortgage derivative product is more than 17 percent, because of an immediate and sustained parallel shift in the yield curve of plus or minus 300 basis points.

Added by Acts 1997, 75th Leg., ch. 254, Sec. 2, eff. Sept. 1, 1997.

Sec. 2257.003. CHAPTER NOT APPLICABLE TO DEFERRED COMPENSATION PLANS. This chapter does not apply to funds that a public entity maintains or administers under a deferred compensation plan, the federal income tax treatment of which is governed by Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Sections 401(k) and 457).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.004. CONFLICT WITH OTHER LAW. This chapter prevails over any other law relating to security for a deposit of

public funds to the extent of any conflict.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.005. CONTRACT GOVERNS LEGAL ACTION. A legal action brought by or against a public entity that arises out of or in connection with the duties of a depository, custodian, or permitted institution under this chapter must be brought and maintained as provided by the contract with the public entity.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER B. DEPOSITORY; SECURITY FOR DEPOSIT OF PUBLIC FUNDS

Sec. 2257.021. COLLATERAL REQUIRED. A deposit of public funds shall be secured by eligible security to the extent and in the manner required by this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.022. AMOUNT OF COLLATERAL. (a) Except as provided by Subsection (b), the total value of eligible security to secure a deposit of public funds must be in an amount not less than the amount of the deposit of public funds:

- (1) increased by the amount of any accrued interest;
- and
- (2) reduced to the extent that the United States or an

instrumentality of the United States insures the deposit.

(b) The total value of eligible security described by Section 45.201(4) (D), Education Code, to secure a deposit of public funds of a school district must be in an amount not less than 110 percent of the amount of the deposit as determined under Subsection (a). The total market value of the eligible security must be reported at least once each month to the school district.

(c) The value of a surety bond is its face value.

(d) The value of an investment security is its market value. Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2003, 78th Leg., ch. 201, Sec. 46, eff. Sept. 1, 2003.

Sec. 2257.023. COLLATERAL POLICY. (a) In accordance with a written policy approved by the governing body of the public entity, a public entity shall determine if an investment security is eligible to secure deposits of public funds.

(b) The written policy may include:

(1) the security of the institution that obtains or holds an investment security;

(2) the substitution or release of an investment security; and

(3) the method by which an investment security used to secure a deposit of public funds is valued.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.024. CONTRACT FOR SECURING DEPOSIT OF PUBLIC FUNDS.

(a) A public entity may contract with a bank that has its main office or a branch office in this state to secure a deposit of public funds.

(b) The contract may contain a term or condition relating to an investment security used as security for a deposit of public funds, including a term or condition relating to the:

- (1) possession of the collateral;
- (2) substitution or release of an investment security;
- (3) ownership of the investment securities of the bank used to secure a deposit of public funds; and
- (4) method by which an investment security used to secure a deposit of public funds is valued.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1999, 76th Leg., ch. 344, Sec. 5.006, eff. Sept. 1, 1999.

Sec. 2257.025. RECORDS OF DEPOSITORY. (a) A public entity's depository shall maintain a separate, accurate, and complete record relating to a pledged investment security, a deposit of public funds, and a transaction related to a pledged investment security.

(b) The comptroller or the public entity may examine and

verify at any reasonable time a pledged investment security or a record a depository maintains under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.16, eff. Sept. 1, 1997.

Sec. 2257.026. CHANGE IN AMOUNT OR ACTIVITY OF DEPOSITS OF PUBLIC FUNDS. A public entity shall inform the depository for the public entity's deposit of public funds of a significant change in the amount or activity of those deposits within a reasonable time before the change occurs.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER C. CUSTODIAN; PERMITTED INSTITUTION

Sec. 2257.041. DEPOSIT OF SECURITIES WITH CUSTODIAN. (a) In addition to other authority granted by law, a depository for a public entity other than a state agency may deposit with a custodian a security pledged to secure a deposit of public funds.

(b) At the request of the public entity, a depository for a public entity other than a state agency shall deposit with a custodian a security pledged to secure a deposit of public funds.

(c) A depository for a state agency shall deposit with a custodian a security pledged to secure a deposit of public funds.

The custodian and the state agency shall agree in writing on the terms and conditions for securing a deposit of public funds.

(d) A custodian must be approved by the public entity and be:

(1) a state or national bank that:

(A) is designated by the comptroller as a state depository;

(B) has its main office or a branch office in this state; and

(C) has a capital stock and permanent surplus of \$5 million or more;

(2) the Texas Treasury Safekeeping Trust Company;

(3) a Federal Reserve Bank or a branch of a Federal Reserve Bank;

(4) a federal home loan bank; or

(5) a financial institution authorized to exercise fiduciary powers that is designated by the comptroller as a custodian pursuant to Section 404.031(e).

(e) A custodian holds in trust the securities to secure the deposit of public funds of the public entity in the depository pledging the securities.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1995, 74th Leg., ch. 1010, Sec. 1, eff. June 17, 1995; Acts 1997, 75th Leg., ch. 891, Sec. 3.17, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 344, Sec. 5.007, eff. Sept. 1,

1999.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 3, eff. September 1, 2009.

Sec. 2257.042. DEPOSIT OF SECURITIES WITH PERMITTED INSTITUTION. (a) A custodian may deposit with a permitted institution an investment security the custodian holds under Section 2257.041.

(b) If a deposit is made under Subsection (a):

(1) the permitted institution shall hold the investment security to secure funds the public entity deposits in the depository that pledges the investment security;

(2) the trust receipt the custodian issues under Section 2257.045 shall show that the custodian has deposited the security in a permitted institution; and

(3) the permitted institution, on receipt of the investment security, shall immediately issue to the custodian an advice of transaction or other document that is evidence that the custodian deposited the security in the permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.043. DEPOSITORY AS CUSTODIAN OR PERMITTED INSTITUTION. (a) A public entity other than a state agency may

prohibit a depository or an entity of which the depository is a branch from being the custodian of or permitted institution for a security the depository pledges to secure a deposit of public funds.

(b) A depository or an entity of which the depository is a branch may not be the custodian of or permitted institution for a security the depository pledges to secure a deposit of public funds by a state agency.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.044. CUSTODIAN AS BAILEE. (a) A custodian under this chapter or a custodian of a security pledged to an institution of higher education, as defined by Section 61.003, Education Code, whether acting alone or through a permitted institution, is for all purposes the bailee or agent of the public entity or institution depositing the public funds with the depository.

(b) To the extent of any conflict, Subsection (a) prevails over Chapter 8 or 9, Business & Commerce Code.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.045. RECEIPT OF SECURITY BY CUSTODIAN. On receipt of an investment security, a custodian shall:

(1) immediately identify on its books and records, by book entry or another method, the pledge of the security to the

public entity; and

(2) promptly issue and deliver to the appropriate public entity officer a trust receipt for the pledged security.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.046. BOOKS AND RECORDS OF CUSTODIAN; INSPECTION.

(a) A public entity's custodian shall maintain a separate, accurate, and complete record relating to each pledged investment security and each transaction relating to a pledged investment security.

(b) The comptroller or the public entity may examine and verify at any reasonable time a pledged investment security or a record a custodian maintains under this section. The public entity or its agent may inspect at any time an investment security evidenced by a trust receipt.

(c) The public entity's custodian shall file a collateral report with the comptroller in the manner and on the dates prescribed by the comptroller.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.18, eff. Sept. 1, 1997.

Sec. 2257.047. BOOKS AND RECORDS OF PERMITTED INSTITUTION.

(a) A permitted institution may apply book entry procedures when

an investment security held by a custodian is deposited under Section 2257.042.

(b) A permitted institution's records must at all times state the name of the custodian that deposits an investment security in the permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.048. ATTACHMENT AND PERFECTION OF SECURITY INTEREST. (a) A security interest that arises out of a depository's pledge of a security to secure a deposit of public funds by a public entity or an institution of higher education, as defined by Section 61.003, Education Code, is created, attaches, and is perfected for all purposes under state law from the time that the custodian identifies the pledge of the security on the custodian's books and records and issues the trust receipt.

(b) A security interest in a pledged security remains perfected in the hands of a subsequent custodian or permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER D. AUDITS AND EXAMINATIONS; PENALTIES

Sec. 2257.061. AUDITS AND EXAMINATIONS. As part of an audit or regulatory examination of a public entity's depository or

custodian, the auditor or examiner shall:

(1) examine and verify pledged investment securities and records maintained under Section 2257.025 or 2257.046; and

(2) report any significant or material noncompliance with this chapter to the comptroller.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.062. PENALTIES. (a) The comptroller may revoke a depository's designation as a state depository for one year if, after notice and a hearing, the comptroller makes a written finding that the depository, while acting as either a depository or a custodian:

(1) did not maintain reasonable compliance with this chapter; and

(2) failed to remedy a violation of this chapter within a reasonable time after receiving written notice of the violation.

(b) The comptroller may permanently revoke a depository's designation as a state depository if the comptroller makes a written finding that the depository:

(1) has not maintained reasonable compliance with this chapter; and

(2) has acted in bad faith by not remedying a violation

of this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.063. MITIGATING CIRCUMSTANCES. (a) The comptroller shall consider the total circumstances relating to the performance of a depository or custodian when the comptroller makes a finding required by Section 2257.062, including the extent to which the noncompliance is minor, isolated, temporary, or nonrecurrent.

(b) The comptroller may not find that a depository or custodian did not maintain reasonable compliance with this chapter if the noncompliance results from the public entity's failure to comply with Section 2257.026.

(c) This section does not relieve a depository or custodian of the obligation to secure a deposit of public funds with eligible security in the amount and manner required by this chapter within a reasonable time after the public entity deposits the deposit of public funds with the depository.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.064. REINSTATEMENT. The comptroller may reinstate a depository's designation as a state depository if:

(1) the comptroller determines that the depository has remedied all violations of this chapter; and

(2) the depository assures the comptroller to the comptroller's satisfaction that the depository will maintain reasonable compliance with this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

SUBCHAPTER E. EXEMPT INSTITUTIONS

Sec. 2257.081. DEFINITION. In this subchapter, "exempt institution" means:

(1) a public retirement system, as defined by Section 802.001; or

(2) the permanent school fund, as described by Section 43.001, Education Code.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 165, Sec. 6.31, eff. Sept. 1, 1997.

Sec. 2257.082. FUNDS OF EXEMPT INSTITUTION. An exempt

institution is not required to have its funds fully insured or collateralized at all times if:

(1) the funds are held by:

(A) a custodian of the institution's assets under a trust agreement; or

(B) a person in connection with a transaction related to an investment; and

(2) the governing body of the institution, in exercising its fiduciary responsibility, determines that the institution is adequately protected by using a trust agreement, special deposit, surety bond, substantial deposit insurance, or other method an exempt institution commonly uses to protect itself from liability.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.083. INVESTMENT; SELECTION OF DEPOSITORY. This chapter does not:

(1) prohibit an exempt institution from prudently investing in a certificate of deposit; or

(2) restrict the selection of a depository by the governing body of an exempt institution in accordance with its fiduciary duty.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER F. POOLED COLLATERAL TO SECURE

DEPOSITS OF CERTAIN PUBLIC FUNDS

Sec. 2257.101. DEFINITION. In this subchapter, "participating institution" means a financial institution that holds one or more deposits of public funds and that participates in the pooled collateral program under this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.102. POOLED COLLATERAL PROGRAM. (a) As an alternative to collateralization under Subchapter B, the comptroller by rule shall establish a program for centralized pooled collateralization of deposits of public funds and for monitoring collateral maintained by participating institutions. The rules must provide that deposits of public funds of a county are not eligible for collateralization under the program. The comptroller shall provide for a separate collateral pool for any single participating institution's deposits of public funds.

(b) Under the pooled collateral program, the collateral of a participating institution pledged for a public deposit may not be combined with, cross-collateralized with, aggregated with, or pledged to another participating institution's collateral pools for pledging purposes.

(c) A participating institution may pledge its pooled securities to more than one participating depositor under contract with that participating institution.

(d) The pooled collateral program must provide for:

(1) participation in the program by a participating institution and each affected public entity to be voluntary;

(2) uniform procedures for processing all collateral transactions that are subject to an approved security agreement described by Section 2257.103; and

(3) the pledging of a participating institution's collateral securities using a single custodial account instead of an account for each depositor of public funds.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.103. PARTICIPATION IN POOLED COLLATERAL PROGRAM. A financial institution may participate in the pooled collateral program only if:

(1) the institution has entered into a binding collateral security agreement with a public agency for a deposit of public funds and the agreement permits the institution's participation in the program;

(2) the comptroller has approved the institution's participation in the program; and

(3) the comptroller has approved or provided the collateral security agreement form used.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.104. COLLATERAL REQUIRED; CUSTODIAN TRUSTEE. (a) Each participating institution shall secure its deposits of public funds with eligible securities the total value of which equals at least 102 percent of the amount of the deposits of public funds covered by a security agreement described by Section 2257.103 and deposited with the participating institution, reduced to the extent that the United States or an instrumentality of the United States insures the deposits. For purposes of determining whether collateral is sufficient to secure a deposit of public funds, Section 2257.022(b) does not apply to a deposit of public funds held by the participating institution and collateralized under this subchapter.

(b) A participating institution shall provide for the collateral securities to be held by a custodian trustee, on behalf of the participating institution, in trust for the benefit of the pooled collateral program. A custodian trustee must qualify as a custodian under Section 2257.041.

(c) The comptroller by rule shall regulate a custodian trustee under the pooled collateral program in the manner provided

by Subchapter C to the extent practicable. The rules must ensure that a custodian trustee depository does not own, is not owned by, and is independent of the financial institution or institutions for which it holds the securities in trust, except that the rules must allow the following to be a custodian trustee:

(1) a federal reserve bank;

(2) a banker's bank, as defined by Section 34.105, Finance Code; and

(3) a federal home loan bank.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.105. MONITORING COLLATERAL. (a) Each participating institution shall file the following reports with the comptroller electronically and as prescribed by rules of the comptroller:

(1) a daily report of the aggregate ledger balance of deposits of public agencies participating in the pooled collateral program that are held by the institution, with each public entity's funds held itemized;

(2) a weekly summary report of the total market value of securities held by a custodian trustee on behalf of the participating institution;

(3) a monthly report listing the collateral securities

held by a custodian trustee on behalf of the participating institution, together with the value of the securities; and

(4) as applicable, a participating institution's annual report that includes the participating institution's financial statements.

(b) The comptroller shall provide the participating institution an acknowledgment of each report received.

(c) The comptroller shall provide a daily report of the market value of the securities held in each pool.

(d) The comptroller shall post each report on the comptroller's Internet website.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.106. ANNUAL ASSESSMENT. (a) Once each state fiscal year, the comptroller shall impose against each participating institution an assessment in an amount sufficient to pay the costs of administering this subchapter. The amount of an assessment must be based on factors that include the number of public entity accounts a participating institution maintains, the number of transactions a participating institution conducts, and the aggregate average weekly deposit amounts during that state fiscal year of each participating institution's deposits of public funds collateralized under this subchapter. The comptroller by

rule shall establish the formula for determining the amount of the assessments imposed under this subsection.

(b) The comptroller shall provide to each participating institution a notice of the amount of the assessment against the institution.

(c) A participating institution shall remit to the comptroller the amount assessed against it under this section not later than the 45th day after the date the institution receives the notice under Subsection (b).

(d) Money remitted to the comptroller under this section may be appropriated only for the purposes of administering this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.107. PENALTY FOR REPORTING VIOLATION. The comptroller may impose an administrative penalty against a participating institution that does not timely file a report required by Section 2257.105.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.108. NOTICE OF COLLATERAL VIOLATION; ADMINISTRATIVE PENALTY. (a) The comptroller may issue a notice to a

participating institution that the institution appears to be in violation of collateral requirements under Section 2257.104 and rules of the comptroller.

(b) The comptroller may impose an administrative penalty against a participating institution that does not maintain collateral in an amount and in the manner required by Section 2257.104 and rules of the comptroller if the participating institution has not remedied the violation before the third business day after the date a notice is issued under Subsection (a).

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.109. PENALTY FOR FAILURE TO PAY ASSESSMENT. The comptroller may impose an administrative penalty against a participating institution that does not pay an assessment against it in the time provided by Section 2257.106(c).

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.110. PENALTY AMOUNT; PENALTIES NOT EXCLUSIVE. (a) The comptroller by rule shall adopt a formula for determining the amount of a penalty under this subchapter. For each violation and for each day of a continuing violation, a penalty must be at least

\$100 per day and not more than \$1,000 per day. The penalty must be based on factors that include:

(1) the aggregate average weekly deposit amounts during the state fiscal year of the institution's deposits of public funds;

(2) the number of violations by the institution during the state fiscal year;

(3) the number of days of a continuing violation; and

(4) the average asset base of the institution as reported on the institution's year-end report of condition.

(b) The penalties provided by Sections 2257.107-2257.109 are in addition to those provided by Subchapter D or other law.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.111. PENALTY PROCEEDING CONTESTED CASE. A proceeding to impose a penalty under Section 2257.107, 2257.108, or 2257.109 is a contested case under Chapter 2001.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.112. SUIT TO COLLECT PENALTY. The attorney general may sue to collect a penalty imposed under Section 2257.107, 2257.108, or 2257.109.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.113. ENFORCEMENT STAYED PENDING REVIEW. Enforcement of a penalty imposed under Section 2257.107, 2257.108, or 2257.109 may be stayed during the time the order is under judicial review if the participating institution pays the penalty to the clerk of the court or files a supersedeas bond with the court in the amount of the penalty. A participating institution that cannot afford to pay the penalty or file the bond may stay the enforcement by filing an affidavit in the manner required by the Texas Rules of Civil Procedure for a party who cannot afford to file security for costs, subject to the right of the comptroller to contest the affidavit as provided by those rules.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

Sec. 2257.114. USE OF COLLECTED PENALTIES. Money collected as penalties under this subchapter may be appropriated only for the purposes of administering this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486, Sec. 1, eff. September 1, 2009.

ORIGINAL

Permit No. 03-U-13

Precinct No. 1

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common CARRIER PIPELINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date 11-8-2013

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T (Company) does hereby made application to use
lands belonging to Jefferson County, for the purpose of constructing, maintaining or
repairing a utility or common carrier pipeline for the distribution of
Communication serve, location of which is fully described as
follows:

7 pages of drawings attached.

Construction will begin on or after 12-2, 20 13.

It is understood that all work will comply with the requirements of the Utility and
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
2003, and all subsequent revisions thereof to date.

Company AT&T

By Jay Romero

Title AT&T Engineer

Address 555 Main St.

Beaumont, TX 77701

Telephone (409) 839-6123

Fax No. (409) 839-6904

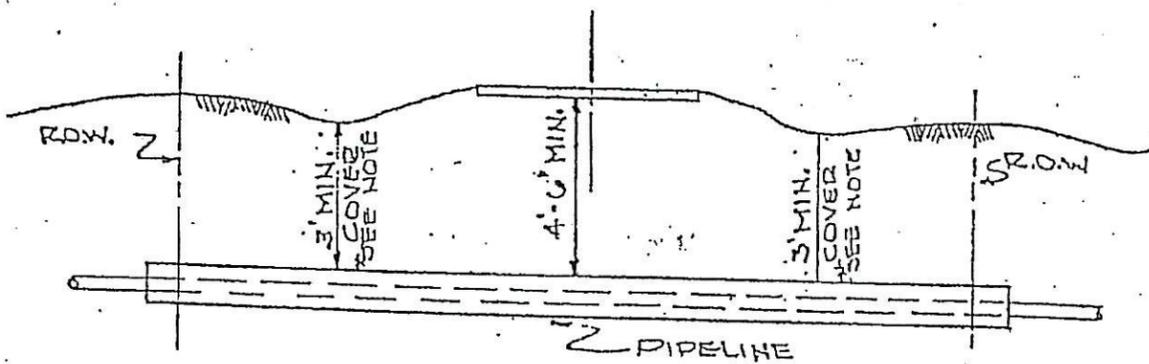
FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

<u>N/A</u> road crossing @ \$100.00	<u>N/A</u>	\$	<u>N/A</u>
<u>N/A</u> miles parallel @ \$150.00/mile or fraction	<u>N/A</u>	\$	<u>N/A</u>
TOTAL	<u>N/A</u>	\$	<u>N/A</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

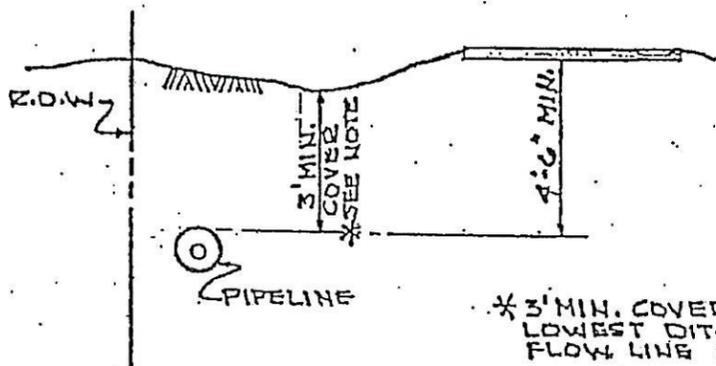


* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 10' OUTSIDE R.O.W. EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING

48" DEPTH TO 60" DEPTH PER AT&T PLANS / SPEC



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

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)
12-7-79 NO SCALE [signature]

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A (AT&T)

Wendell M. Rao
Director of Engineering

NOVEMBER 13, 2013
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A (AT&T). Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person, company corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The applicant must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 1. It is a common carrier; and,
 2. It serves a public purpose; and,
 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situation where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at 9409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utilities is necessitated by the improvement of a county road, such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the applicant has failed to comply with the directions of Commissioners' Court, or the County Engineer or his representatives, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representative find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Notice" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum of three (3) feet must be provided under road ditches.

Uncased, protected pipelines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or required relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2' below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the applicant shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The applicant will notify County Engineer, at (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.



- 1 - The contractor must notify the AT&T Contract Coordinator 48 hours prior to starting work around high profile facilities.
- 2 - All pre-work by the contractor should be performed before the build authorization meeting (i.e., potholes, cable exposure, etc.) All pre-work should be excavated to allow the correct identification of facilities. In addition, all lump sum bid projects will have potholes, cable exposure, etc. performed by a vacuum method.
- 3 - The build authorization meeting should be held on site if possible or via telephone if the onsite meeting is not feasible. This meeting is required between the contractor and the AT&T Contract Coordinator.
- 4 - If there is any doubt about existing cable facility locations, solicit assistance from AT&T personnel.
- 5 - The contractor must verify the location of the high profile facilities at the beginning, at each road crossing and at each significant obstacle in the cable path that may have altered the original placement (i.e. sewer manhole, street light signal box, etc.) and minimum of every 300' when excavating 2' 5' of the high profile facility. Attention should be given to the obstacles in the trench path and the minimum locate verification will be every 1000'.
- 6 - No bore should be performed with 10' vertically or horizontally of the existing high profile cable facilities without prior consultation with AT&T Engineering/Construction personnel.
- 7 - Existing high profile copper/fiber cables should be exposed on both sides of thoroughfare prior to commencing bore.
- 8 - The contractor must not mechanically excavate within 2' of either side of a high profile facility.

CONTRACTORS:

THE LOCATIONS OF EXISTING TELEPHONE UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES AND BE RESPONSIBLE FOR ANY DAMAGE TO ANY UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE CONSIDERED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. 48 HOURS PRIOR TO EXCAVATING FOR NON-TELEPHONE UTILITIES LOCATES CALL 1 800 545-6005

SPECIAL CIRCUITS	N
6203 FORWARDED	N
PERMIT REQUIRED	Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
 TASK _____ TO _____
 MFRC 845C

TRANSMISSION ZONE
 RZ 0 CZ 9 TAPER CODE 416/01
 CAUTION HIGH VOLTAGE
 KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.
 Utility CO EAST - ENERGY GULF STATES, INC.
 REP NAME BOBBY BROWN
 REP TEL NO. (409) 785-2134
 POLE CONTACTS (+) 0 (-) 0

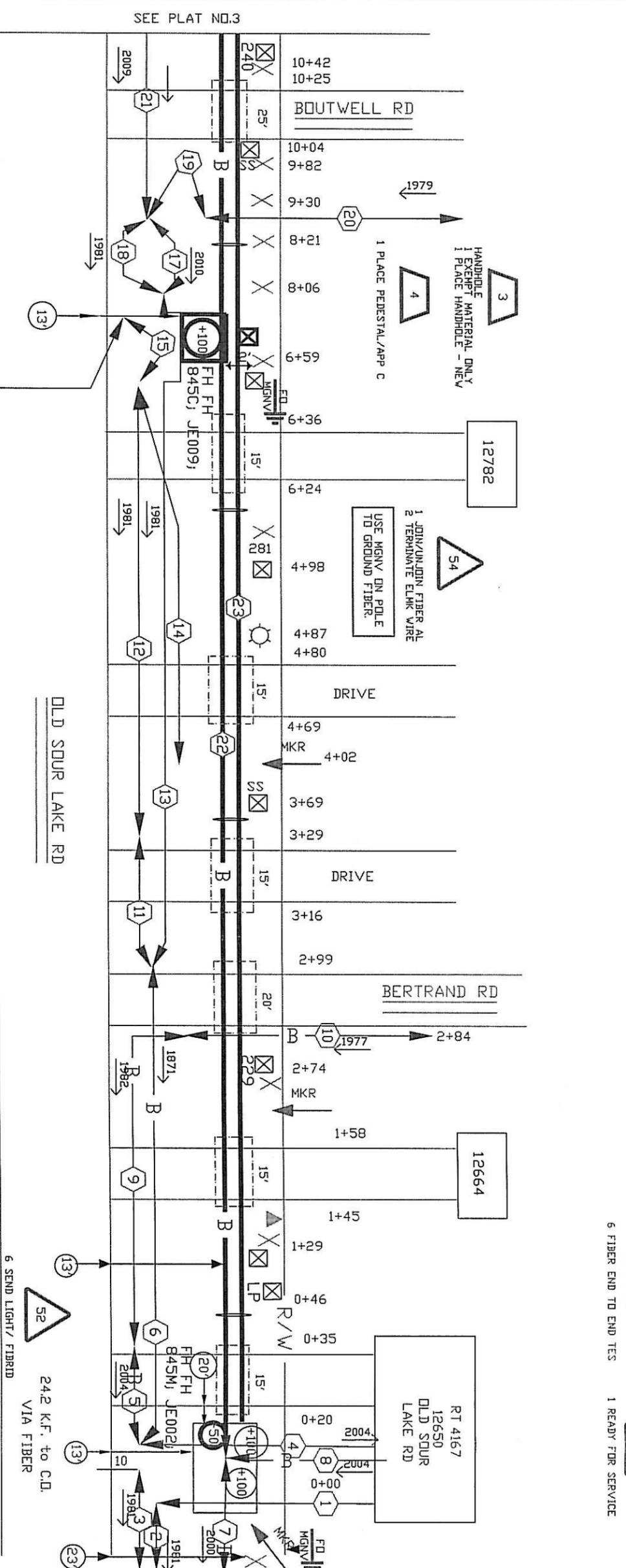
Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9389839

TOI PRINTS 6 PRINT NO. 1
 NPA/NNX: 409-866 PRT: 409866
 EXCH. BEAU
 TAX DIST. JE009
 GEO LOC. WZ866
 ENGR. DR DRAWN JJ
 TELEPHONE NO. (409) 839-6123
 REC. REF. 375-325-46
 MAP REF. 125-06
 SCALE NONE
 ISSUE DATE
 PROJ TITLE 14691 OLD SOUR LAKE - FBR/ASE
 REV. NUMBER
 DATE REV.

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mo't Year
1	*MATL	SBOQMT-048	845C	JE009	9351	0



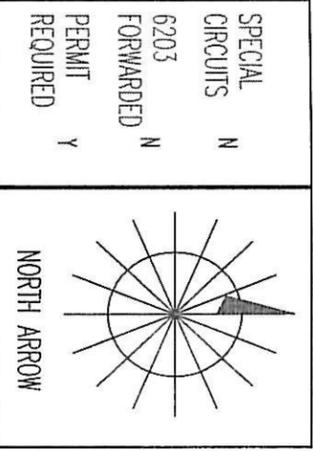
- SEE PLAT NO.3
- 1 ANNV-400
45M, 407, 2004
12650S, 1-900
A, 901-1800
 - 2 ALTV-900
45M, 07, 1981
13, 1501-1800
A, 301-350
13, 1851-1900
13, 1926-2000
A, 451-900
 - 3 ALTV-50
45M, 07, 1981
12650S, 851-900
 - 4 ANNV-1800
45M, 407, 2004
12650S, 1-900
A, 901-1800
 - 5 ANNV-200
45M, 207, 2004
12650S, 751-900
A, 151-200
 - 6 ALTV-900
45M, 277, 1871
12650S, 1-750
A, 751-900
 - 7 SBOQMT-072
845M, 07, 2000
UV007, 1-72
 - 8 SBOQMT-024
845M, 1557, 2004
UV007, 61-72
B, 13-24
 - 9 ALTV-50
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12650S, 801-850
 - 10 ALAV-25
45M, 1062, 1977
12650S, 801-825
 - 11 ALTV-200
45M, 2287, 1981
12650S, 251-300
B, 151-200
 - 12 ALTV-200
45M, 4077, 1981
12650S, 251-300
12650S, 451-550
B, 151-200
 - 13 ALTV-600
45M, 2947, 1981
12650S, 295-295
12650S, 153-230
12650S, 401-450
12650S, 301-400
12650S, 501-700
 - 14 ALTV-200
45M, 1781, 1981
12650S, 251-300
12650S, 501-550
B, 101-200
 - 15 ANNV-100
45M, 357, 2005
12650S, 501-550
A, 51-100
 - 16 BKMA-100
2M, 2837, 2005
12650S, 501-550
A, 51-100
 - 17 ANNV-300
45M, 1098, 2010
12650S, 1-150
12650S, 401-425
12650S, 426-450
12650S, 601-700
 - 18 ALTV-200
45M, 3707, 1981
12650S, 151-151
12650S, 295-295
12650S, 133-230
B, 101-200
 - 19 ALTV-200
45M, 257, 1982
12650S, 201-250
12650S, 157-157
12650S, 295-295
A, 53-100
B, 101-200
 - 20 ALAV-200
45M, 8237, 1979
12650S, 201-250
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12650S, 157-157
12650S, 295-295
A, 153-200
 - 21 ANNV-600
45M, 3107, 2009
12650S, 1-150
12650S, 152-152
12650S, 401-450
12650S, 601-700
A, 352-600
 - 22 SBOQMT-048
845C, 9351,
UV007, 49-54
A, 7-48
 - 23 1.00' - INNERDUCT

- 51 CD
- 52 24.2 K.F. TO C.D. VIA FIBER
- 53 USE MGNV ON POLE TO GROUND FIBER.
- 54 1 JOIN/JUN FIBER AL 2 TERMINATE ELK WIRE TO GROUND FIBER.
- 55 12 FIBER SPLICING EXIST 6 RECEIVE LIGHT/INDEN 1 TERMINATE ELK WIRE
- 6 FIBER END TO END TES
- 1 READY FOR SERVICE

CONTRACTORS!
THE LOCATIONS OF EXISTING TELEPHONE UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE DIVISION OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. FOR NON-TELEPHONE UTILITIES LOCATES CALL 1 800 545-6005

CAUTION HIGH PROFILE CABLE FIBER CABLE SBOQMT-024

CAUTION HIGH PROFILE CABLE COPPER CABLE ANNV-1800 ATLV-900



SPECIAL CIRCUITS N

6203 FORWARDED N

PERMIT REQUIRED Y

OPERATING RANGE OF JOB STEPS TASK 1 TO 54

MFR: 845C

TRANSMISSION ZONE RZ 0 CZ 9 TAPER CODE 416/01

KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO EAST - ENERGY GULF STATES, INC.

REP NAME BOBBY BROWN

REP TEL NO. (409) 785-2134

POLE CONTACTS (+) 0 (-) 0

Utility CO REP NAME REP TEL NO. POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9899839

TOI PRINTS 6 PRINT NO. 2

NPA/NNX: 409-866 PRT: 409866

EXCH. DEAU

TAX DIST. JE009

GEO LOC. WZ3866

ENGR. JR DRAWN JJ

TELEPHONE NO. (409) 839-6123

REC. REF. 375-325-46

MAP REF. 125-06

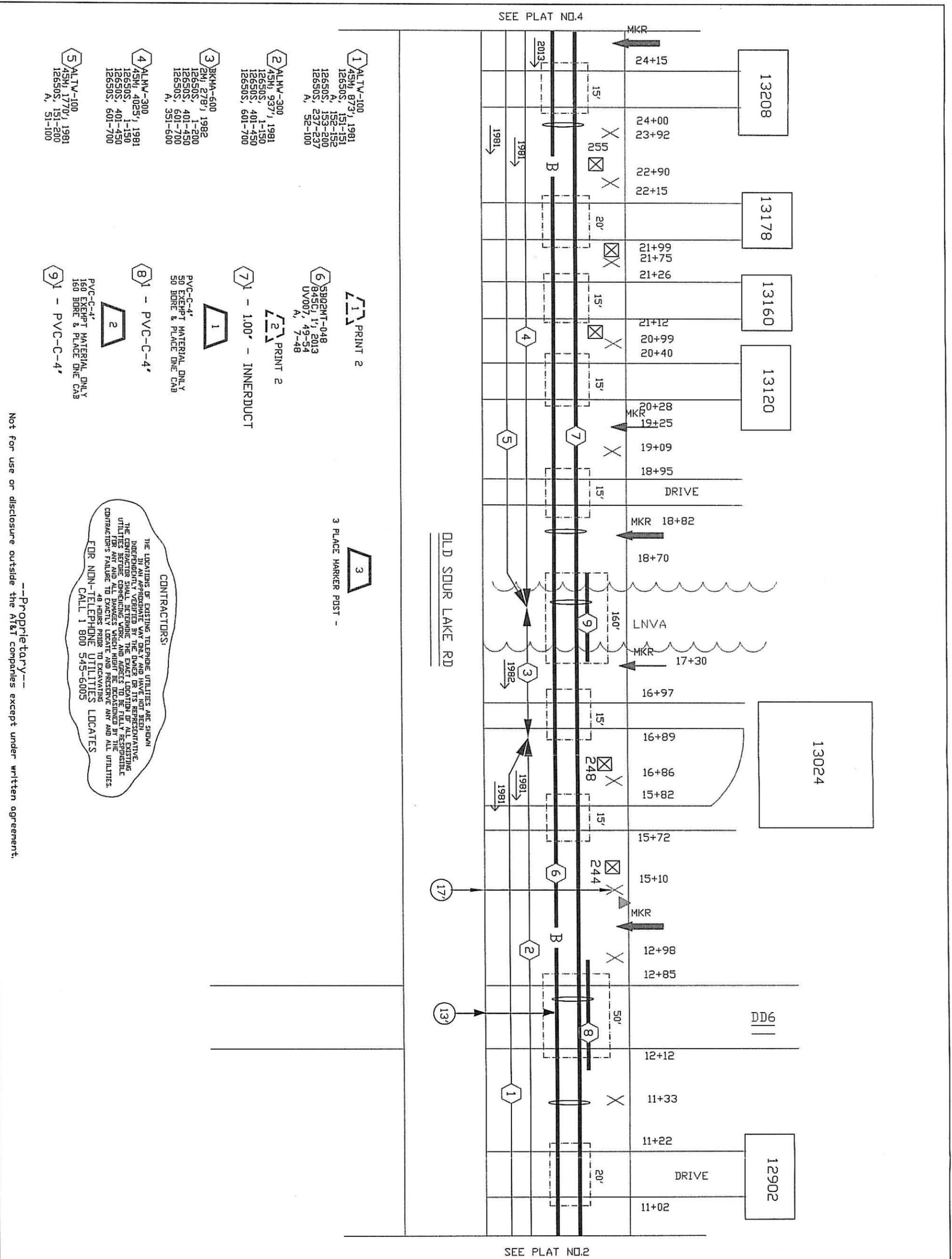
SCALE NONE

ISSUE DATE

PROJ TITLE 14691 DLD SOUR LAKE - FBR/ASE

REV. NUMBER

DATE REV.



- 1 ALTV-100
126505, 873, 1981
A, 152-152
126505, 153-200
126505, 237-237
A, 52-100
- 2 ALNW-300
126505, 937, 1981
126505, 1-150
126505, 401-450
126505, 601-700
- 3 BKMA-600
2M, 278, 1982
126505, 1-200
126505, 401-450
126505, 601-700
A, 351-600
- 4 ALNW-300
45M, 402, 1981
126505, 1-150
126505, 401-450
126505, 601-700
- 5 ALTV-100
45M, 177, 1981
126505, 151-200
A, 51-100
- 6 SBQ2WT-048
845C, 1, 2013
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A, 7-48
- 7 1 - 100' - INNERDUCT
- 8 1 - PVC-C-4'
- 9 1 - PVC-C-4'

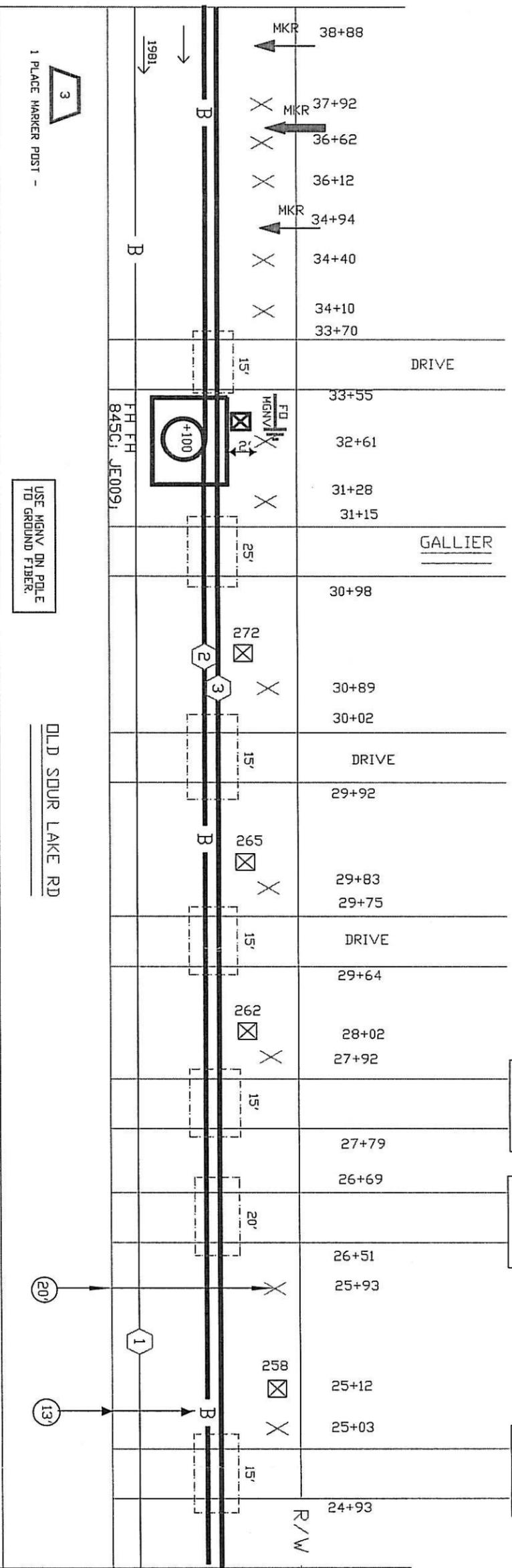
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--Proprietary--
Not for use or disclosure outside the At&T companies except under written agreement.

SPECIAL CIRCUITS	N	NORTH ARROW
6203 FORWARDED	N	
PERMIT REQUIRED	Y	
OPERATING RANGE OF JOB STEPS		
TASK 1	TO 3	
MFR: 945C		
TRANSMISSION ZONE		
RZ 0	CZ 9 TAPER CODE 416/01	
CAUTION HIGH VOLTAGE		
KV 7.60	AERIAL Y BURIED N	
HIGHWAY PERMIT NO.		
Utility CO ESTI - ENERGY GULF STATES, INC.		
REP NAME	BOBBY BROWN	
REP TEL NO.	(409) 785-2134	
POLE CONTACTS (+)	0	(-) 0
Utility CO		
REP NAME		
REP TEL NO.		
POLE CONTACTS (+)	0	(-) 0
PROJECT NO 9389839		
TOT. PRINTS 6	PRINT NO. 3	
NPA/NNX: 409-866	PRT: 409866	
EXCH. DEAN		
TAX DIST. JE009		
GEO LOC. WZ3866	DRAWN JJ	
ENGR. DR		
TELEPHONE NO. (409) 839-6123		
REC. REF. 375-325-46		
MAP REF. 125-06		
SCALE NONE		
ISSUE DATE		
PROJ TITLE 14691 OLD SOUR LAKE - FBR/ASE		
REV. NUMBER		
DATE REV.		

SEE PLAT NO.5



SEE PLAT NO.3

- 1 ALM/W-300
45M, 0', 1981
12650S, 1-150
12650S, 401-450
12650S, 601-700
- 2 PRINT 2
- 3 1 - 100' - INNERDUCT

- 1 HANDHOLE
EXCEPT MATERIAL ONLY
PLACE HANDHOLE - NEW
- 2 1 JOIN/UNJOIN FIBER AT
2 TERMINATE ELK WIRE
- 3 1 PLACE PEDESTAL/APP C

USE HGVN ON POLE
TD GROUND FIBER

OLD SOUR LAKE RD

CONTRACTORS:
THE LOCATIONS OF EXISTING TELEPHONE UTILITIES ARE SHOWN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE CONTRACTOR'S FAILURE TO DO SO PRIOR TO EXCAVATING AND ALL UTILITIES. FOR NDN-TELEPHONE UTILITIES LOCATES CALL 1 800 545-6005

- 13300
- 13270
- 13320

SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK 1 TO 51
MFRS 845C

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 416701

CAUTION HIGH VOLTAGE
KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

UTILITY CO ESTI - ENERGY GULF STATES, INC.
REP NAME BOBBY BRENN
REP TEL NO. (409) 785-2134
POLE CONTACTS (+) 0 (-) 0

UTILITY CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

UTILITY CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9389839

TOT. PRINTS 6 PRINT NO. 4
NPA/NNX: 409-866 PRT: 409866
EXCH. DEAL

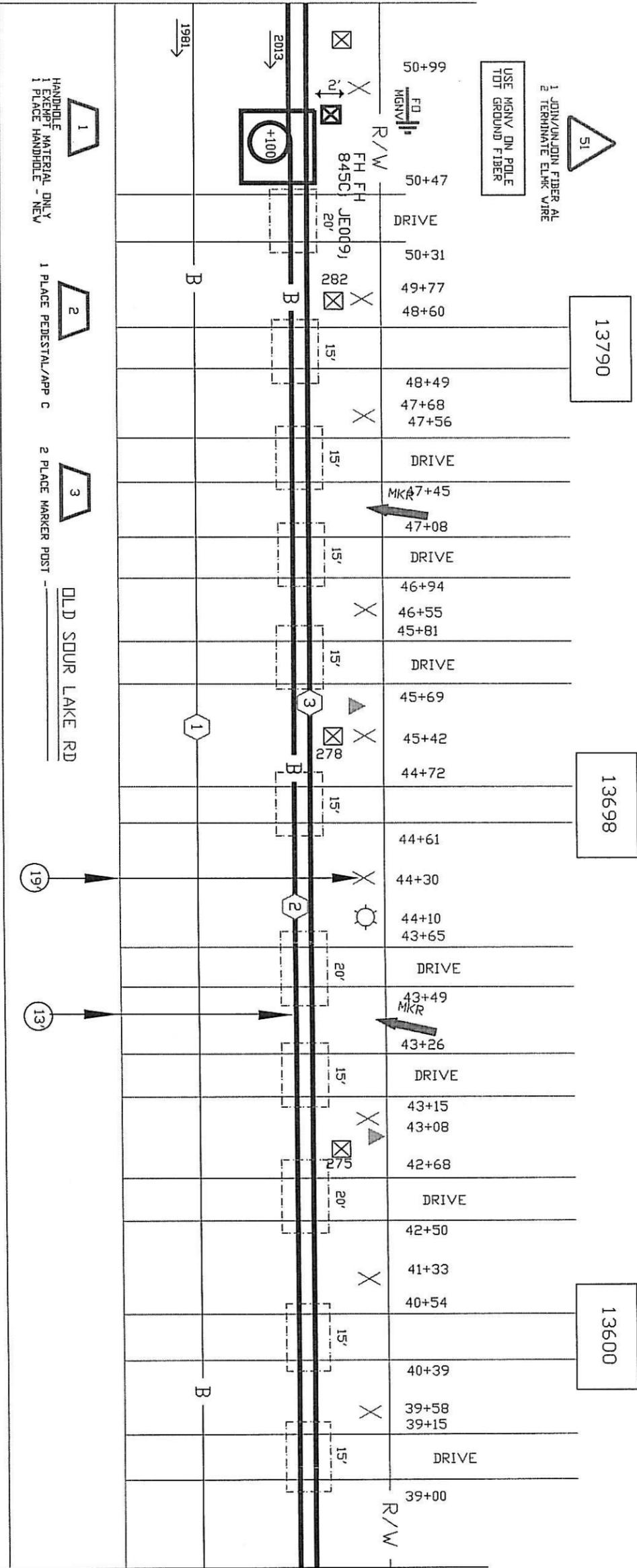
TAX DIST. JE009
GEO LOC. WZ3866
ENGR. DR DRAWNJJ

TELEPHONE NO. (409) 839-6123
REC. REF. 375-325-37
MAP REF. 125-66

SCALE NONE
ISSUE DATE
PROJ TITLE 14691 OLD SOUR LAKE -FBR/ASE

REV. NUMBER
DATE REV.

SEE PLAT NO.6



SEE PLAT NO.4

1 ALNW-300
45M, 0', 1981
12650S, 1-150
12650S, 401-450
12650S, 601-700

PRINT 2

2 SBQ2MT-048
845C, 0', 2013
UV007, 49-54
A, 7-48

PRINT 2

3 - 100' - INNERDUCT

1 HANDHOLE MATERIAL ONLY
1 EXCEPT MATERIAL - NEW
1 PLACE HANDHOLE - NEW

2 1 PLACE PEDESTAL/APP C

3 2 PLACE MARKER POST

OLD SOUR LAKE RD

CONTRACTORS:
THE LOCATIONS OF EXISTING TELEPHONE UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. 48 HOURS PRIOR TO EXCAVATING FOR NON-TELEPHONE UTILITIES LOCATES CALL 1 800 545-6005

Not for use or disclosure outside the AT&T companies except under written agreement.

SPECIAL CIRCUITS N
6203 N
FORWARDED N
PERMIT REQUIRED Y

OPERATING RANGE OF JOB STEPS
TASK 1 TO 51

MFR: 845C
TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 416/201

CAUTION HIGH VOLTAGE
KV 7.60 AERIAL Y BURIED N
HIGHWAY PERMIT NO.

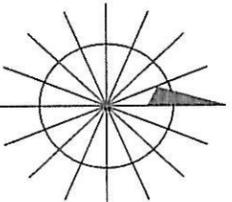
Utility CO: EAST - ENERGY GULF STATES, INC.
REP NAME: BOBBY BROWN
REP TEL NO. (409) 785-2134
POLE CONTACTS (+) 0 (-) 0

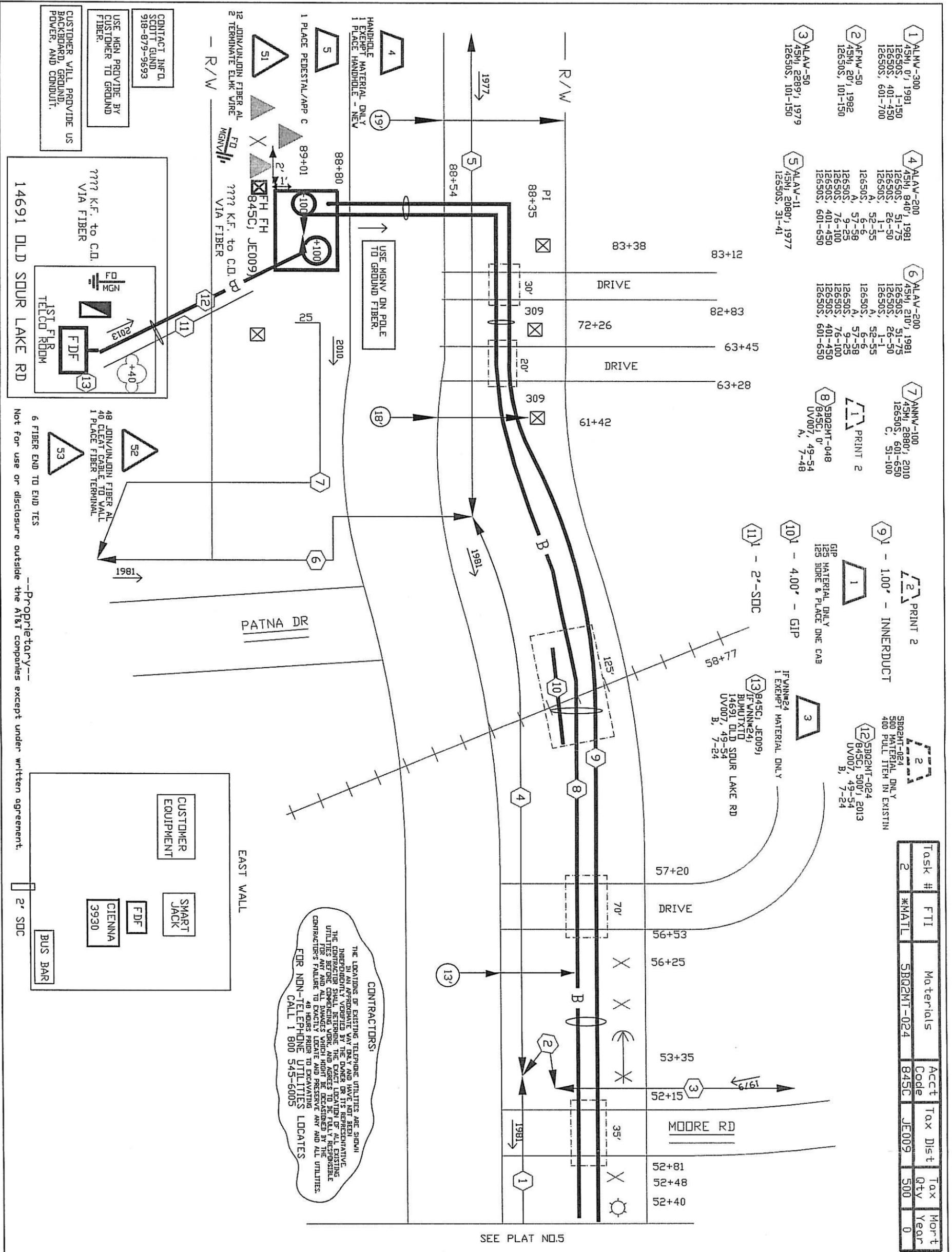
Utility CO:
REP NAME:
REP TEL NO.:
POLE CONTACTS (+) 0 (-) 0

Utility CO:
REP NAME:
REP TEL NO.:
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9389839

TOT. PRINTS 6 PRINT NO. 5
NPA/NNX: 409-866 PRT: 409866
EXCH. DEAU
TAX DIST. JE009
GEO LOC. WZ3866
ENGR. DR DRAWNJJ
TELEPHONE NO. (409) 839-6123
REC. REF. 375-325-37
MAP REF. 125-06
SCALE NONE
ISSUE DATE
PROJ TITLE 14691 OLD SOUR LAKE -FR/ASE
REV. NUMBER
DATE REV.





Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
2	JMATL	SBQ2MT-024	845C	JE009	500	0

SPECIAL CIRCUITS N

6203 FORWARDED N

PERMIT REQUIRED Y

OPERATING RANGE OF JOB STEPS

TASK 1 TO 53

MFR: 845C

TRANSMISSION ZONE

RZ 0 CZ 9 TAPER CODE 416/201

KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO EAST - ENERGY GULF STATES, INC.

REP NAME BOBBY BROWN

REP TEL NO. (409) 785-2134

POLE CONTACTS (+) 0 (-) 0

Utility CO

REP NAME

REP TEL NO.

POLE CONTACTS (+) 0 (-) 0

Utility CO

REP NAME

REP TEL NO.

POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9389839

TOT PRINTS 6 PRINT NO. 6

NPA/NNX: 409-866 PRT: 409866

EXCH. DEAN

TAX DIST. JE009

GEO LOC. W23866

ENGR. DR DRAWN JJ

TELEPHONE NO. (409) 839-6123

REC. REF. 375-325-37

MAP REF. 125-66

SCALE NONE

ISSUE DATE

PROJ TITLE 14691 DLD SDUR LAKE -FIBRASE

REV. NUMBER

DATE REV.

SEE PLAT NO.5

CONTRACTORS:

THE LOCATIONS OF EXISTING TELEPHONE UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER AND THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE INCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. FOR NON-TELEPHONE UTILITIES LOCATES CALL 1 800 545-6005

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1 PLACE PEDESTAL/APP C 89+01

2 JOIN/UNJOIN FIBER AT 12 TERMINATE ELK WIRE

3 ALAW-50 45M, 2289J, 1979 12650S, 101-150

4 ALAW-200 45M, 840J, 1981 12650S, 51-75 12650S, 26-50 12650S, 1-1-1 12650S, 52-55

5 ALAW-11 45M, 2080J, 1977 12650S, 31-41

6 ALAW-200 45M, 210J, 1981 12650S, 51-75 12650S, 26-50 12650S, 1-1-1 12650S, 52-55

7 ANNW-100 45M, 2880J, 2010 12650S, 601-650 C, 51-100

8 SBQ2MT-048 845C, 107, 49-54 UV007, 49-54

9 100' - INNERDUCT

10 4.00' - GIP

11 2'-SDC

12 SBQ2MT-024 845C, 500J, 2013 UV007, 49-54

13 845C, JE009, BUWNTXTD 14691 DLD SDUR LAKE RD UV007, 49-54 B, 7-24

14 PRINT 2

15 GIP MATERIAL ONLY 125 BORE & PLACE ONE CAB

16 PRINT 2

17 100' - INNERDUCT

18 4.00' - GIP

19 2'-SDC

20 SBQ2MT-024 845C, 500J, 2013 UV007, 49-54

21 845C, 107, 49-54

22 PRINT 2

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28 SBQ2MT-024 845C, 500J, 2013 UV007, 49-54

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515 2'-SDC

516 SBQ2MT-024 845C, 500J, 2013 UV007, 49-54

517 845C, 107, 49-54

518 PRINT 2

519 GIP MATERIAL ONLY 125 BORE & PLACE ONE CAB

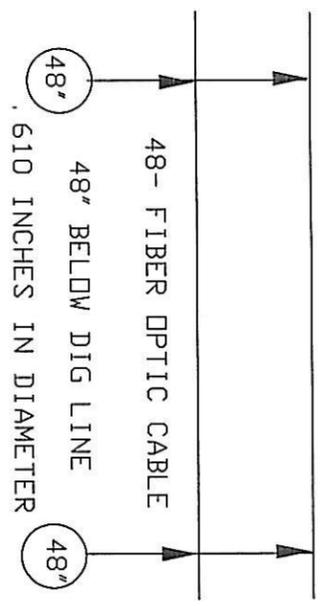
520 PRINT 2

521 100' - INNERDUCT

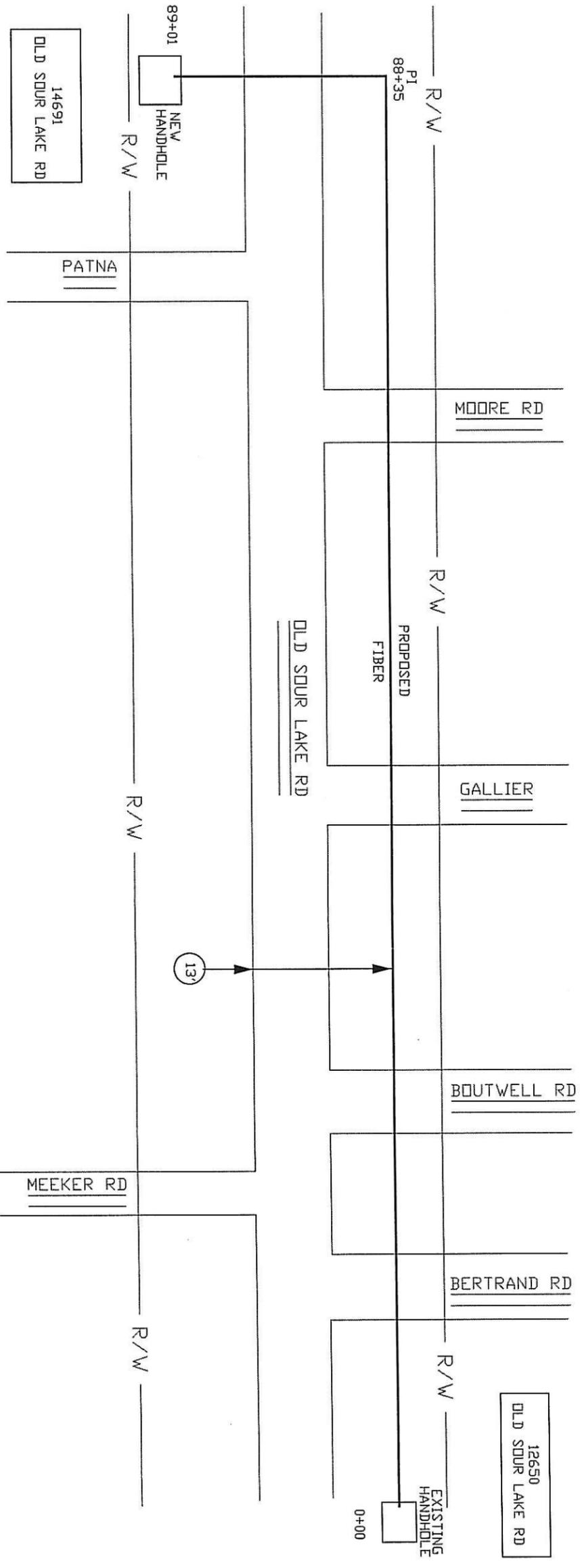
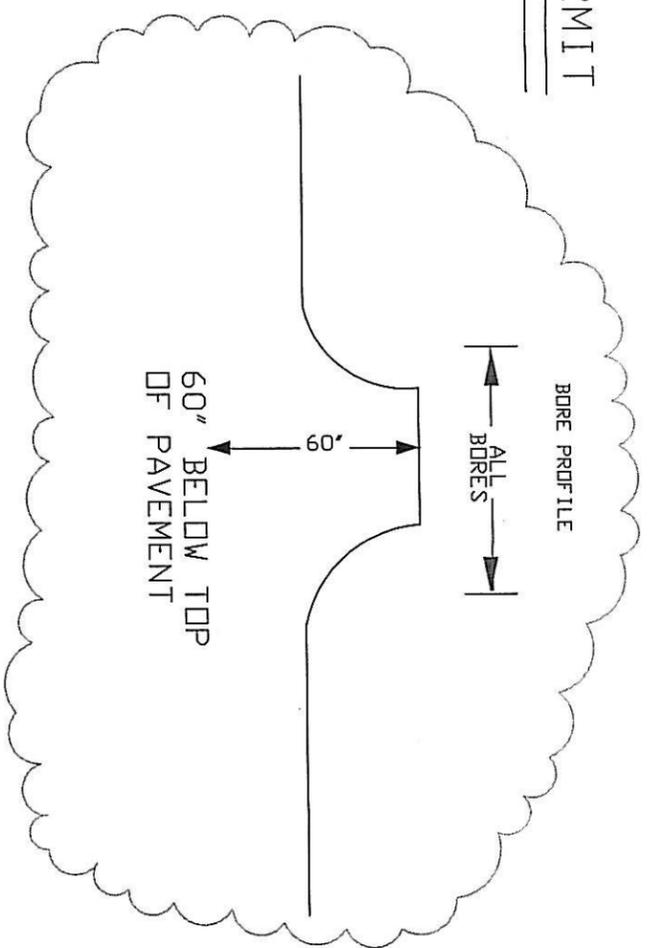
522 4.00' - GIP

523 2'-SDC</

PROFILE
GROUND LINE



JEFFERSON COUNTY PERMIT



SPECIAL CIRCUITS	N	NORTH ARROW
6203 FORWARDED	N	
PERMIT REQUIRED	Y	

OPERATING RANGE OF JOB STEPS
TASK _____ TO _____
MERC 845C

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 416/01
KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.
Utility CO: ESSI - ENERGY GULF STATES, INC.
REP NAME: BOBBY BRODM
REP TEL NO. (409) 785-2134
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9389839

TOT. PRINTS 6 PRINT NO. 103
NPA/NNX: 409-866 PRT: 409866
EXCH. DEAU
TAX DIST. JE009
GEO LOC. WZ3866
ENGR. JIR DRAWN JJ
TELEPHONE NO. (409) 839-6123
REC. REF. 375-325-46
MAP REF. 125-C6
SCALE NONE
ISSUE DATE
PROJ TITLE 14691 DLD SOUR LAKE -FBR/ASE
REV. NUMBER
DATE REV.

Special, November 18, 2013

There being no further business to come before the Court at this time,
same is now here adjourned on this date, November 18, 2013