

SPECIAL, 12/15/2014 1:30:00 PM

BE IT REMEMBERED that on December 15, 2014, 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

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
December 15, 2014

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
December 15, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **15th** day of **December 2014** 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:

DISTRICT ATTORNEY: 10:00 am-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending litigation against the County.

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 14-047/JW), Term Contract for Inmate Shoes for Jefferson County with Bob Barker Company, Inc., as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 11 - 13

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve, execute, receive and file a renewal for (RFP 12-032/JW), Re-bid for Term Contract for Automated Teller Machines (ATM) Installation and Operation for Jefferson County with Citywide ATM for the second additional one (1) year renewal from January 26, 2015 to January 25, 2016.

SEE ATTACHMENTS ON PAGES 14 - 15

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve award of (IFB 14-008/KJS) Jefferson County Courthouse Mechanical and Safety Upgrades (Phase 5) to N&T Construction Company, Inc. for Base Bid and Alt #1, in the amount of \$4,182,253.00 and 300 days.

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

- 4. Consider and possibly approve, execute, receive and file Teletrac Subscriber Agreement for GPS Software Service and Jefferson County Constable Precinct # 6 for a total purchase price of \$987.00 with a monthly subscription charge of \$105.00.

SEE ATTACHMENTS ON PAGES 16 - 19

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

- 5. Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 20 - 21

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

COUNTY AIRPORT:

- 6. Receive and file executed Hanger and Office Lease between Jefferson County and Stone Oak Management, LLC for hanger and office space in Hanger 7.

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:

- 7. Consider and approve FY 2014 year end budget amendment transfers out for additional funding for capital projects and internal service funds (see attached schedule).

SEE ATTACHMENTS ON PAGES 22 - 24

Action: TABLED

- 8. Consider and approve FY 2015 budget transfer - Constable, Precinct 6 - purchase of Teletrac subscription service.

120-3070-425-5077	CONTRACTUAL SERVICE	\$1,140.00	
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*Notice of Meeting and Agenda and Minutes
December 15, 2014*

120-3070-425-3084	MINOR EQUIPMENT		\$1,140.00
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SEE ATTACHMENTS ON PAGES 25 - 29

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

9. Regular County Bills - check #401684 through check #401913.

SEE ATTACHMENTS ON PAGES 30 - 39

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

COUNTY COMMISSIONERS:

10. Consider and possibly approve exempting the following groups from paying for security during their scheduled events for the year 2015, Dispute Resolution Center, Jefferson County Bar Association, Jefferson County Democratic Party, Jefferson County Republican Party, Jefferson County Libertarian Party, Jefferson County Green Party, Election School, Jefferson County Clerk's Office for meetings and training related to Elections, Jefferson County Coalition for Victims of Crime, Family Services, and Jefferson County Deputy Constable Association. The security expense will be paid via budgeted funds.

SEE ATTACHMENTS ON PAGES 40 - 40

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

ADDENDUMS

11. Consider and possibly approve Hot Tax allocation recommended by Commissioner Michael Sinegal for League of Extraordinary Fighters Boxing Promotions, LLC.

Action: TABLED

DISTRICT CLERK:

12. Consider and possibly adopt a Resolution recognizing Jane Birge for 11 years of dedicated service to the Jefferson County District Clerk's Office and to the citizens of Jefferson County and wishing her well in her retirement and future endeavors.

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

ENGINEERING:

13. Accept and Approve the minor plat of Gary Place, being a five (5) acre tract located on Highway 365 just west of Gaulding Road in Precinct 4. This minor plat is being divided into two lots with a sixty-foot ingress/egress tract.

SEE ATTACHMENTS ON PAGES 41 - 41

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

MANAGEMENT INFORMATION SYSTEMS:

14. Consider and possibly adopt a Resolution recognizing Ken Seholm for over 31 years of dedicated service to the Jefferson County MIS Department and to the citizens of Jefferson County and wishing him well in his retirement and future endeavors.

SEE ATTACHMENTS ON PAGES 42 - 43

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

15. Consider and possibly adopt a Resolution recognizing Belinda J. Thompson for 22 years and 8 months of dedicated service as a Corrections Officer and Office Specialist for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 44 - 45

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

DISTRICT ATTORNEY:

16. Consider and possibly approve Resolution commending Creig Miller for his dedicated service as an employee of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 46 - 46

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

**Jeff R. Branick
County Judge**

Year End Budget Amendment

Account		Description	Increase	Decrease
120	0	491 80 6 CAPITAL PROJECTS FND #311	\$ 3,500,000	
120	1024	419 20 4 WORKERS COMPENSATION	100,000	
120	1024	419 50 40 LIABILITY INSURANCE	700,000	
111	102	431 10 28 LABORERS		\$ 31,336
111	102	431 30 1 ASPHALT		24,590
111	102	431 30 80 COVER STONE		11,504
113	302	431 10 28 LABORERS		29,212
113	309	431 60 11 ROAD MACHINERY		31,996
120	0	491 80 1 AIRPORT OPERATING		559,205
120	0	491 80 26 SETEC FUND 550		140,792
120	1011	415 10 2 ASSISTANTS & CLERKS		93,663
120	1011	415 20 1 F.I.C.A. EXPENSE		16,147
120	1011	415 20 2 EMPLOYEES' RETIREMENT		16,278
120	1011	415 20 3 EMPLOYEES' INSURANCE		44,304
120	1011	415 50 77 CONTRACTUAL SERVICE		16,717
120	1012	415 10 2 ASSISTANTS & CLERKS		22,181
120	1013	415 10 2 ASSISTANTS & CLERKS		21,698
120	1015	413 50 29 ATTORNEY		31,528
120	1015	413 50 77 CONTRACTUAL SERVICE		19,967
120	1024	419 10 96 VACATION PAY		13,277
120	1024	419 20 3 EMPLOYEES' INSURANCE		16,473
120	1024	419 20 5 UNEMPLOYMENT COMPENSATION		18,206
120	1025	415 10 2 ASSISTANTS & CLERKS		21,044
120	1034	414 50 77 CONTRACTUAL SERVICE		14,303
120	2030	412 10 2 ASSISTANTS & CLERKS		50,075
120	2030	412 10 5 EXTRA HELP		15,778
120	2030	412 10 24 ATTORNEY		25,755
120	2030	412 10 26 INVESTIGATOR		48,265
120	2030	412 20 1 F.I.C.A. EXPENSE		18,014
120	2030	412 20 3 EMPLOYEES' INSURANCE		45,751
120	2030	412 50 15 COURT COST		13,579
120	2031	414 10 2 ASSISTANTS & CLERKS		133,292
120	2031	414 20 1 F.I.C.A. EXPENSE		13,583
120	2031	414 20 2 EMPLOYEES' RETIREMENT		23,135
120	2031	414 20 3 EMPLOYEES' INSURANCE		13,342
120	2032	412 20 3 EMPLOYEES' INSURANCE		26,775
120	2032	412 50 72 PAUPER ATTORNEY FEES		28,841
120	2032	412 50 73 TRANSCRIPT TESTIMONY		17,410
120	2036	412 20 3 EMPLOYEES' INSURANCE		11,392
120	2037	412 50 72 PAUPER ATTORNEY FEES		20,744
120	2038	412 50 79 JUVENILE ATTORNEY FEES		16,485
120	2039	412 20 3 EMPLOYEES' INSURANCE		11,388
120	2043	412 10 2 ASSISTANTS & CLERKS		19,173

Year End Budget Amendment

Account			Description	Increase	Decrease
120	2043	412 20	3 EMPLOYEES' INSURANCE		15,744
120	2048	412 10	2 ASSISTANTS & CLERKS		26,773
120	2049	412 10	2 ASSISTANTS & CLERKS		16,913
120	2053	412 50	72 PAUPER ATTORNEY FEES		12,399
120	2060	412 10	1 DEPARTMENT HEAD		12,037
120	2060	412 20	3 EMPLOYEES' INSURANCE		24,949
120	3059	421 10	43 DEPUTIES		35,574
120	3059	421 10	50 CHIEF DEPUTY		17,473
120	3059	421 10	94 LONGEVITY PAY		19,168
120	3059	421 10	97 HOLIDAY PAY		14,991
120	3059	421 20	1 F.I.C.A. EXPENSE		45,414
120	3059	421 20	2 EMPLOYEES' RETIREMENT		48,788
120	3059	421 20	3 EMPLOYEES' INSURANCE		47,087
120	3059	421 30	2 AMMUNITION		14,256
120	3059	421 30	17 CLOTHING		14,722
120	3059	421 30	84 MINOR EQUIPMENT		23,711
120	3059	421 50	16 CRIMINAL INVESTIGATION		20,309
120	3059	421 50	77 CONTRACTUAL SERVICE		41,113
120	3059	421 60	18 POWER TOOLS & APPLIANCES		14,000
120	3060	421 10	2 ASSISTANTS & CLERKS		68,997
120	3060	421 20	2 EMPLOYEES' RETIREMENT		12,073
120	3062	423 10	44 DETENTION OFFICERS		273,285
120	3062	423 10	72 MAINTENANCE CREW		57,174
120	3062	423 10	94 LONGEVITY PAY		43,955
120	3062	423 10	95 EDUCATION PAY		28,987
120	3062	423 10	97 HOLIDAY PAY		118,600
120	3062	423 10	98 OVERTIME ALLOWANCE		29,550
120	3062	423 20	1 F.I.C.A. EXPENSE		76,258
120	3062	423 20	2 EMPLOYEES' RETIREMENT		53,052
120	3062	423 20	3 EMPLOYEES' INSURANCE		66,010
120	3062	423 50	77 CONTRACTUAL SERVICE		299,744
120	3063	424 10	2 ASSISTANTS & CLERKS		222,137
120	3063	424 20	1 F.I.C.A. EXPENSE		16,639
120	3063	424 20	2 EMPLOYEES' RETIREMENT		28,184
120	3063	424 50	14 MENTAL EXAMINATION		14,568
120	3063	424 50	81 RELIEF-BOARD & LODGING		28,576
120	3064	424 10	2 ASSISTANTS & CLERKS		128,735
120	3064	424 20	1 F.I.C.A. EXPENSE		14,614
120	3064	424 20	2 EMPLOYEES' RETIREMENT		26,369
120	3065	425 20	3 EMPLOYEES' INSURANCE		16,535
120	3071	425 20	3 EMPLOYEES' INSURANCE		11,395
120	5074	441 10	2 ASSISTANTS & CLERKS		32,784
120	5074	441 10	5 EXTRA HELP		10,272

Year End Budget Amendment

Account	Description	Increase	Decrease
120 5074 441 10 35	NURSE		26,188
120 5074 441 20 2	EMPLOYEES' RETIREMENT		13,189
120 5074 441 20 3	EMPLOYEES' INSURANCE		29,697
120 5075 441 10 2	ASSISTANTS & CLERKS		19,400
120 5075 441 50 6	BURIALS		12,235
120 5080 429 20 3	EMPLOYEES' INSURANCE		11,183
120 6083 416 10 5	EXTRA HELP		16,448
120 6083 416 10 54	CARPENTERS		36,178
120 6083 416 10 72	MAINTENANCE CREW		12,685
120 6083 416 20 1	F.I.C.A. EXPENSE		14,395
120 6083 416 20 2	EMPLOYEES' RETIREMENT		29,263
120 6083 416 20 3	EMPLOYEES' INSURANCE		34,756
120 6083 416 30 34	DIESEL FUEL		12,448
120 6083 416 40 1	COOLING AND HEATING		16,554
120 6083 416 40 9	BUILDINGS AND GROUNDS		11,596
120 6083 416 40 54	TELEPHONE		11,563
120 6083 416 40 56	ELECTRICITY		13,203
120 6084 416 10 72	MAINTENANCE CREW		36,822
120 6084 416 20 3	EMPLOYEES' INSURANCE		14,998
124 5081 448 10 12	OPERATORS		24,557
124 5081 448 10 98	OVERTIME ALLOWANCE		11,530
		<u>\$ 4,300,000</u>	<u>\$ 4,300,000</u>

Count 107

ATTACHMENT A

IFB 14-047/JW

Term Contract for Inmate Shoes for Jefferson County

Final Tabulation

Bob Barker Company, Inc. 134 N Main Street Fuquay Varina, NC 27526 Contact: Nenna Mann nennamann@bobbarker.com 800-334-9880 phone 800-322-7537 fax	ICS Jail Supplies, Inc. PO Box 21056 Waco, TX 76702 Contact: Sonya Sterling bids@icswaco.com 800-524-5427 phone 254-751-0299 fax
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Item	Unit	Description	Color	Size	Unit Price	Unit Price
1	Pair	Inmate Shoe	Orange	Small	\$3.90	\$3.94
			Orange	Medium	\$3.90	\$3.94
			Orange	Large	\$3.90	\$3.94
			Orange	1 XL	\$3.90	\$3.94
			Orange	2 XL	\$3.90	\$3.94
			Orange	3 XL	\$3.90	\$3.94

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Bob Barker Company, Inc

Company Name

134 N Main St

Address

Fuquay Varina, NC 27526

City State Zip


Signature of Person Authorized to Sign

Nenna Mann

Printed Name

Pricing Specialist

Title

For clarification of this offer, contact:

Nenna Mann

Name

800-334-9880

Phone

800-322-7537

Fax

nennamann@bobbarker.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Inmate Shoes for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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. 14-047/JW, Term Contract for Inmate Shoes 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

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

**CONTRACT RENEWAL FOR (RFP 12-032/JW)
RE-BID FOR TERM CONTRACT FOR AUTOMATED TELLER MACHINES
(ATM) INSTALLATION AND OPERATION FOR JEFFERSON COUNTY**

The County entered into a contract with Citywide ATM for one (1) year, from January 28, 2013 to January 27, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for the second additional one (1) year renewal from January 26, 2015 to January 25, 2016.

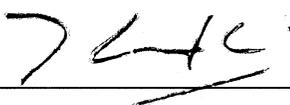
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Citywide ATM



(Name)

**CONTRACT RENEWAL FOR (RFP 12-032/JW)
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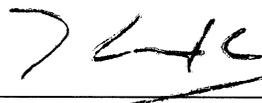
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Citywide ATM



(Name)



7391 Lincoln Way
Garden Grove, CA 92841
Sales Office: 800-500-6009

Teletrac Subscriber Agreement

EMAIL: contract@teletrac.net
FAX: 888-831-2312
www.teletrac.net

Type of Order: New Business Price Book: 2011 Cash Price Book w 1 Billing Frequency: Quarterly Account #: 321940 Order #: 4174141

SUBSCRIBER INFORMATION

Order Date: 12/9/2014	P.O. Number:	Address: 1225 Pearl St Suite#101A			
Bill to (Name on Invoice): Jefferson County		City: Beaumont	State: TX	ZIP: 77701	Country: US
Attention: Dana A Baker Sr		Signer's Email Address: jccp6@co.jefferson.tx.us			
Accounts Payable Email Address:		Telephone: (409) 839-2339			

DATA, SOFTWARE AND ADDED VALUE OPTIONS

Monthly subscription billing and contract term shall commence at time of equipment installation or at 14 days from date of shipping. Subscription billing includes customer usage of equipment, location and data communication costs, usage of software and applicable support services. The first payment will be taken upon shipment of equipment.

Quantity	Part #	Description	Rate per Unit	Term of Contract (Months)	Extended Charge
3	13010	Fleet Director 10 - Standard Edition	\$ 30.00	12	\$ 90.00
3	380	Safety Analytics	\$ 5.00	12	\$ 15.00
Total Monthly Subscription Charge Before Tax					\$ 105.00

EQUIPMENT

Quantity	Part #	Description	Rate per Unit	Extended Charge
3	400	Standard In-vehicle unit for use in conjunction with Fleet Director Professional or 20/	\$ 329.00	\$ 987.00
Total Equipment Purchase Charge Before Tax				\$ 987.00

INSTALLATION

Quantity	Part #	Description	Rate per Unit	Extended Charge
Total Installation Charge Before Tax				

SUMMARY

Installation Address (if multiple ship to locations apply, complete additional ship to schedule)		Applicable Taxes to be calculated at time of invoicing.	
Address:		City:	Equipment & Services (0 Months) \$ 987.00
		State:	Payment Option Credit \$ (300.00)
		ZIP:	Installation Charge \$ 300.00
Special Instructions: (ALL CUSTOM AND INTEGRATION WORK MUST BE SIGNED OFF BY TELETRAC MANAGEMENT)			Setup Fee \$ -
Units will ship to 1225 Pearl St suite#101A Beaumont, TX 77701			Total Down Payment Due \$ 987.00

IMPORTANT - READ BEFORE SIGNING

By signing below, the Customer agrees to purchase from Teletrac Inc the services detailed above on the terms detailed above all according to Teletrac's Standard Terms and Conditions available online at: <http://www.teletrac.com/terms-of-service/> which cover important issues such as intellectual property rights, termination, liability and title. This Subscription and Services agreement and the Standard Terms and Conditions form the contract between the parties which they intend to be bound by and are collectively referred to as the "Agreement". Hard copies of Teletrac's Standard Terms and Conditions are available and will be provided to the Customers upon specific request. Further, by signature below, the signatory represents that he/she (a) is an authorized representative of the Customer, (b) has the authority to legally and financially commit the Customer, (c) has had the opportunity to seek advise as to its legal rights from legal counsel, and (d) has read and understood or has had sufficient opportunity to read and understand all of the Agreement. This Agreement supersedes all previous and contemporaneous communications, representations or agreements, written or oral relating to Teletrac Inc services. Teletrac Inc's failure to object to any additional or different provisions proposed by Customer shall not constitute a waiver of any term or condition in this Agreement, nor constitute acceptance of any such Customer's terms and conditions.

Customer Name: Dana A Baker Sr	Title: Constable Precinct 6	CAR: DocuSigned by:	Metro:
By (signature)	Date:	By (signature) <i>Scott Lehman</i>	Date: 12/9/2014
Name: (print) Dana A. Baker, Sr.		Rep Name: (print) Scott Lehman	



1. TERMS AND CONDITIONS OF SALE AND LICENSES

1.1. These Terms and Conditions ("Terms") govern the Teletrac Subscriber Agreement (the "Agreement") signed by the Customer named in the Agreement ("Customer"), both collectively referred to as "the Agreement".

1.2. The Agreement constitutes the entire agreement and understanding between the parties and supersedes all previous communications, representations or agreements, written or oral relating to the Services. All other terms, or variations to the Terms, conditions, term sheets or purchase orders are excluded unless agreed explicitly in writing by Teletrac through a President, VP or Chief Financial Officer. Placement of a purchase order by the Customer, whether in writing, on the internet, or by e-mail shall mean acceptance of these Terms that are deemed incorporated in any purchase order and shall form the contract between the parties. Digital signature by Customer shall be proof of agreement.

1.3. Any waiver of a breach of the Agreement shall not be a continuing waiver and shall not prevent any claim of a breach of the same terms or any other term.

1.4. All notices and other communications under the Agreement shall be in writing and delivered to the registered office or principal place of business of the other.

1.5. The hardware, driver terminals and accessories ("Product") and software (embedded in Product or accessed via the internet) ("Software") (together "Services") provided by Teletrac to Customer are solely for Customer's internal use and the data or output from the Services may not be resold or otherwise offered to or used by third parties.

2. DELIVERY, SHIPPING & INSTALLATION

2.1. Shipping or delivery dates of Product are best estimates only. Teletrac reserves the right to make deliveries of Product in installments and shall not be liable for any loss or damage arising from late delivery or installation. Customer shall receive Product within 14 days of notification by Teletrac of readiness for shipment.

2.2. The Customer acknowledges that it is aware that in order to install Product it might be necessary to drill holes in the vehicles and agrees that Teletrac shall not be liable for any costs, expenses or damages arising from such work.

2.3. In the event that installation is carried out by the Customer, or its employees, representatives or sub-contractors, Teletrac shall not be liable for any loss or damage, arising directly or indirectly, as a result of any negligence or failure to follow Teletrac's written instructions or lack of due care.

3. LICENSE, RISK OF LOSS, TITLE AND SECURITY INTEREST

3.1. Teletrac grants the Customer a limited, nonexclusive, non-transferable license to use the Services for the period from Customer's signature of the Agreement to the end of the Billing Period (defined in 9.4) in addition to any renewal periods.

3.2. The Customer assumes the risk of any loss, fire, damage, and theft of Product upon shipment by Teletrac to the Customer.

3.3. The Software includes software components, map data and related services licensed to Teletrac by various entities (collectively, "Teletrac's Licensors") and is provided with RESTRICTED RIGHTS. The Software is a proprietary product of, and constitutes copyright ©1991-2014 by Teletrac and Teletrac's Licensors. ALL RIGHTS RESERVED UNDER THE COPYRIGHT LAWS OF THE UNITED STATES and international treaty. For purposes of any public disclosure provision under any federal state, or local law, it is agreed that the Software is a trade secret and a proprietary commercial product and not subject to disclosure. All right, title and interest in and to the Software and all copies and duplicates thereof, and all related copyrights, trademarks, trade names, trade secrets rights and other intellectual property and proprietary rights and interests, are vested and remain in Teletrac and Teletrac's Licensors.

3.4. Notwithstanding delivery to the Customer and possession by the Customer of Product and the provision of access to the Software, TELETRAC AND TELETRAC'S LICENSORS RETAIN THE LEGAL AND BENEFICIAL OWNERSHIP OF Product and the Software. Teletrac is NOT transferring title or any ownership rights in Product or Software to the Customer and Teletrac reserves all rights not expressly granted.

3.5. The Customer may not derive or attempt to derive the source code or structure of the Software by reverse engineering, disassembly, decompilation or other means. The Customer may not decompile, disassemble, reverse engineer, port, translate, modify, copy, transfer, make derivative works of the Software. The Software and all materials and knowledge related thereto is obtained by the Customer and its employees and representatives in any form, or reproduced, transcribed, imitated or simulated. The Customer must take all reasonable steps to ensure it does not transmit worms or viruses or any code of a destructive nature that may affect the Services or use them for inappropriate and/or illegal purposes.

3.6. The map data used by the Services and provided by Teletrac's Licensors is subject to terms listed at www.teletrac.com/terms-and-conditions/map-data

3.7. If a vehicle is repossessed, stolen or damaged and Product remains in the vehicle, the Customer obligations under the Agreement continue.

3.8. Product may only be removed from a vehicle with Teletrac's written permission. Customer may not abandon, sublicense, assign or otherwise transfer the Product.

3.9. At the end of the Term, Customer must contact Teletrac to receive a return location for Product and then at its expense, uninstall, package and return Product to that address within 45 days of the end of the Term, in reasonable condition allowing for wear and tear. If Customer does not so return the Product, the Agreement automatically renews for successive one month periods with the same Terms until returned.

3.10. For Agreements where the Customer is purchasing Product, the legal and beneficial ownership of Product shall only pass to the Customer after payment in full to Teletrac of the price of Product and paragraphs 3.8 and 3.9 do not apply.

4. WARRANTY

4.1. Teletrac warrants the installation of Product and Software for Lifetime but may charge a reasonable fee for a visit to a Site save that the warranty does not cover associated components such as antennae and cables, and driver terminals are warranted for 12 months. All warranty claims must be in writing to Teletrac.

4.2. In the event of a warranty claim Teletrac may at its discretion either (1) advise the Customer to (a) obtain a RMA; (b) adequately package the Product; (c) ship the Product to the address provided by Teletrac; and (d) marking the RMA number prominently. Teletrac will then return the repaired or replacement Product to the Customer freight prepaid if the warranty claim or request for maintenance is valid; OR (2) Repair, remove and/or reinstall the Product at an agreed location and time in which case Teletrac shall be entitled to charge for travel costs and labor.

4.3. Under no circumstances will Teletrac be liable for any costs and expenses incurred by a Customer (through a third party or otherwise), such as repair costs to a Product and/or a vehicle, in the event that the Customer does not first comply with its obligations herein giving Teletrac the opportunity to verify any claim.

4.4. The Product is comprised of electronic assemblies that consume electrical current and therefore a small drain on the vehicle battery may adversely affect vehicles not in regular operation. Teletrac is not liable for any consequences of the battery drain associated with use of Product and/or a driver terminal and recommends that the vehicle battery be recharged periodically to ensure maximum performance and that driver terminals are disconnected overnight and/or when a vehicle is not in operation.

4.5. The Services are intended only for routine messaging and ascertaining of location, vehicle status and business information (i.e. not emergency or prevention of crime, save for the "Alert" function which provides notification of exceptions but should not be relied upon in isolation as security as it depends on the Customer's configuration of the Software and devices it uses to access the Services). Neither Teletrac nor Teletrac Licensors can guarantee the security of wireless transmissions and the Customer agrees that neither shall be liable for any lack of security relating to the use of the Services. Customer is responsible for protecting and securing its usernames and passwords from unauthorised use.

4.6. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, TELETRAC MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTY WITH RESPECT TO SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EFFECTIVENESS, COMPLETENESS AND ACCURACY ARE EXPRESSLY EXCLUDED, EXCEPT WHERE PROHIBITED BY LAW, AND WHERE PROHIBITED, ANY SUCH WARRANTY IS LIMITED TO THE MINIMUM WARRANTY AND PERIOD PROVIDED BY LAW. NO EMPLOYEE OR AGENT OF TELETRAC HAS THE AUTHORITY TO GRANT ANY OTHER WARRANTY TO CUSTOMER, WRITTEN OR ORAL. SERVICES ARE PROVIDED AS IS.

4.7. The above warranties shall be null and void in the event of (1) any alteration, modification, or special configuration made by the Customer to Services or de-installation or installation of Product by the Customer without following Teletrac's written instructions; (2) use of the Services not in the ordinary course of business; (3) accidents, misuse, abuse, neglect, damage and tampering with Services; (4) connection of Product to an improper voltage supply, reception or transmission problems caused by inadequate or improper antenna (not provided by Teletrac); (5) excessive water, weather or physical damage to Product; or (6) use of Product with accessories or devices not approved by Teletrac.

4.8. The Customer acknowledges that traffic, navigation, speed data, driver black spot, vehicle analytics, battery life, fuel data may contain inaccurate or incomplete information due to changing circumstances, sources used and the nature of collecting such data.

4.9. Teletrac will make reasonable efforts to procure the accuracy and completeness of information and reports supplied directly by third parties, but does not warrant the accuracy or completeness of them at all times. The format and content of third party reports to the Customer may be changed by the third parties.

4.10. If the Customer reports in writing, a material defect in the Software to Teletrac and Teletrac is unable to reasonably correct it within 90 days of the report, Teletrac will refund to the Customer a proportion of fees paid for those parts of the Services that were inoperative from the report to when the defect was corrected. In the event of each notification, Teletrac may request that the Customer submit sufficient information to reproduce the defect. The Customer agrees that its only remedy under this limited warranty is to receive a refund of the amount paid for the inoperative Services in the said period.

5. TELECOMMUNICATION CARRIERS & GPS

Communication services used in the Services are provided by third party telecommunication providers ("TCs") and the Customer agrees:

5.1. It has no contractual relationship with TCs and is not a third-party beneficiary of any agreement between Teletrac and a TC. Customer understands and agrees that TCs shall have no legal, equitable or other liability of any kind to the Customer. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Customer's exclusive remedy against TCs for any cause whatsoever, including but not limited to any failure or disruption of the communications services that form part of the Services, is limited to payment of damages in an amount not to exceed the amount paid by Customer for the Services for the 2 month period preceding the date that such claim arose;

5.2. Subject to Federal Communications Commission ("FCC") local number portability ("LNP") rules, it has no property or other rights in any SIM Card identifier assigned to it and any such number can be changed from time to time;

5.3. It shall indemnify, defend and hold TCs and their officers, employees and agents harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with their agreements with Teletrac; or the use, failure to use or inability to use the SIM Card identifier to provide access to the Services except where the claims result from the TC's gross negligence or willful misconduct. This provision shall survive the termination of this Agreement;

5.4. That the Services may be temporarily refused, interrupted or limited because of atmospheric, terrain or other natural or artificial conditions, usage concentrations, upgrades, relocation or repairs of transmission networks;

5.5. The Services utilize GPS technology to establish geographic location information and that it is improbable GPS will have 100% coverage or functionality in any area at all times; and

- 5.6. In the event that the Customer's use of Services results in excessive communications usage, governmental authorities which from time to time have jurisdiction. In any event, the Customer shall be at liberty to suspend Services in relation to the relevant vehicle, for a acknowledges and agrees that: reasonable amount of time, on notice to the Customer, until Teletrac is able to assess the cause and implement a solution.
- 6. AUTOMATIC RENEWAL & TERMINATION**
- 6.1. The term of the Agreement is from signature of the Agreement by the Customer to end of billing period detailed in 9.4 and any renewal period thereafter.
- 6.2. At the expiration of the Term, the Agreement shall automatically renew for successive 12 month periods unless written notice is received by either party by at least 30 days prior to the expiration date.
- 6.3. The Agreement may be terminated on 90 days written notice if the other party is in breach of any of the material terms of the Agreement, and such breach is not cured within the 90-day notice period.
- 6.4. Upon termination of the Agreement for whatever reason the Customer shall not use the Services for any purpose.
- 6.5. In the event that the Agreement relates to a trial and in the event that the Agreement does not continue after the trial, Teletrac may charge the Customer de-installation charges and take any steps as provided for in Paragraph 7.2 in the event that the Customer does not return Product as provided for in Paragraph 3.9 (save that Teletrac will pay the shipping costs). Otherwise these terms apply to a trial until its termination or expiry.
- 7. CUSTOMER DEFAULT AND TELETRAC REMEDIES**
- 7.1. In addition to Paragraph 6.3 above Customer shall be in material default in the event of any of the following ("Event of Default"): (1) Customer does not pay any amount due within 10 days of when it first becomes due; (2) Customer is unable to pay its debts as they fall due or a petition in bankruptcy is filed or (3) Customer subjects Teletrac staff to excessive abuse.
- 7.2. In the event of the Event of Default Teletrac may, in addition to the other rights set forth elsewhere in the Agreement (1) Suspend Services; (2) Charge interest at the rate of the greater of 1 1/2% per month or the highest rate permitted by law; (3) Accelerate all sums due or to become due in connection with the Agreement as liquidated damages for breach of the Agreement and not as a penalty; (4) Demand that Customer return Product to Teletrac or at Teletrac's election charge Customer the fair market value of the Product; or (5) Charge the Customer a reactivation fee should Services be re-activated.
- 8. DOT REPORTS**
- To the best of Teletrac's knowledge the Services meet the requirements of FMCSA Regulation 395.15 Paragraph (i) relating to the performance of on board recorders, as it is presently written and effective in law and Teletrac will use best endeavors to ensure that the Services will continue to comply with the relevant laws and regulations in force from time to time.
- 9. PAYMENT/TAXES**
- 9.1. Prices for the Services are only valid if set out in writing by Teletrac and only for the period stated in any quotation or Agreement (or 30 days if not stated).
- 9.2. Unless otherwise stated on the Agreement, payment of all invoices shall be made within 30 days of the date of invoice or before any due date for payment detailed on the invoice.
- 9.3. All payments due to Teletrac do not include taxes unless specifically stated. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Agreement.
- 9.4. The billing period begins 14 days after the Product is shipped to the Customer or on activation of the Services (whichever is sooner) for the term stated in the Agreement unless otherwise stated in the Agreement. The first invoice will be issued at the start of the next calendar month.
- 9.5. Advance payments for the first 3 months of Services or any other period detailed in the Agreement will be set off against invoices.
- 9.6. Unless otherwise detailed in the Agreement all payments by the Customer shall be made by Teletrac electronically withdrawing requisite cleared funds from the Customer's bank account. The Customer authorizes Teletrac to debit its account for periodic charges for Services or other amounts due and owing at the time.
- 9.7. In the event that Teletrac agrees to payment by check it reserves the right to electronically deposit any check from a copy of the check.
- 10. INFORMATION**
- 10.1. Each party must treat all information received from the other marked 'Confidential' or which is reasonably obvious to be confidential as it would treat its own confidential information. Information that is to be considered confidential may include, but not be limited to operational and technical data. This provision shall survive the termination or expiry of this Agreement by 2 years.
- 10.2. The Customer warrants that it will advise any user of a vehicle that the vehicle may be tracked and that the Customer will be able to produce historical reporting of vehicle.
- 10.3. The Customer acknowledges that for quality control, security reasons and training, telephone calls between Teletrac and the Customer may be recorded.
- 10.4. The data produced by use of the Services is the property of the Customer however, Teletrac reserves the right to use and to allow third parties to use anonymised location, time, speed and other information obtained from vehicles for traffic information, journey data analysis, mapping, fleet benchmarking or other related purposes. Teletrac will retain such data for 3 years. Customers who have OEM lease and maintenance and/or insurance or leasing related services detailed in the Agreement consent to the provision by Teletrac of data produced by the Services identified as the Customer's data, to the designated party.
- 10.5. Teletrac and its business partners and/or carefully selected companies may use the Customer's information to keep the Customer informed about Teletrac or 3rd party products and services. If the Customer does not wish to receive marketing information, the Customer must confirm this in writing to Teletrac.
- 11. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES**
- The liability obligations of Teletrac to the Customer or any 3rd party under the Agreement are strictly controlled and limited by the laws, rules and regulations of the FCC and other
- 11.1. Teletrac shall have no liability for any single isolated failure of the Services, or delay that does not exceed 48 hours;
- 11.2. Further, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, the Customer's exclusive remedy and the total liability of Teletrac to Customer arising in any way in connection with the Agreement, for any cause whatsoever, including, but not limited to, any failure or disruption of Services provided, shall be limited to the right of repair or replacement of defective Product (according to the warranty conditions herein) and payment by Teletrac of damages in an amount equal to the amount charged to Customer for undelivered Services provided under the Agreement and in no event shall Teletrac's liability exceed the amount paid by the Customer for Services in question in the 12 months preceding the beginning of such failure or disruption to the Services, nor shall any action be brought for any breach where Teletrac was not first given the opportunity to investigate any defect relating to Services in accordance with the warranty provisions herein. Teletrac shall not be liable for property damage or any damages or losses of any kind, whether increased costs, lost profits or goodwill, lost revenues or data or incidental, special, punitive, indirect, incidental, exemplary or consequential damages, arising from the use of the Services;
- 11.3. Customer agrees to indemnify, defend and hold Teletrac harmless from and against any liability, loss, injury, demand, action, cost, expense or claim arising out of or in connection with any use or possession by Customer of the data produced by the Services and/or the improper or unauthorized use of the Services;
- 11.4. Teletrac indemnifies the Customer from all costs and liabilities from any claim that the Services infringe any 3rd party intellectual property. Teletrac may recall, exchange or modify Services or refund the Customer for any fees paid for Services, less pro rata usage cost. No refund shall be made for Services already paid for; and
- 11.5. If the Customer becomes aware of any matter which might give rise to a claim against Teletrac or the Customer concerning the potential infringement by Teletrac, and/or the Services of any intellectual property rights of a third party the Customer shall immediately give written notice to Teletrac of the matter and in connection with any proceedings related to the matter (other than against Teletrac) allow Teletrac the exclusive conduct of the proceedings and not admit liability in respect of or settle any matter without the prior written consent of Teletrac, such consent not to be unreasonably withheld or delayed.
- 12. GENERAL**
- 12.1. The Customer and users of vehicles remain at all times responsible for observing all relevant laws and regulations in addition to codes of safe driving and Teletrac will not in any event be liable for any fine, penalty, or punishment imposed. The Customer agrees to observe and abide by all applicable laws, ordinances, rules and regulations of the federal, state or local government and any agency or public authority thereof, and to hold Teletrac harmless from liability or loss by reason of any asserted or established violation by Customer, its employees, agents or representatives. The Customer acknowledges and agrees that the Services must not be used in any way which would or may affect the ability of any driver of any vehicle to drive safely and in accordance with laws and regulations. The Customer and users of vehicles are ultimately responsible for the vehicle and they should be aware of their surroundings at all times. In certain geographic areas one way streets, turn restrictions and entry prohibitions (e.g. pedestrian zones) are not recorded or displayed. Teletrac is not liable for any loss or damage caused by the acts or omissions of drivers.
- 12.2. Teletrac shall have no liability for a failure to provide or for delay in providing Services due directly or indirectly to causes beyond the control of Teletrac or its subcontractors, including, without limitation, acts of God, or governmental entities, or of the public enemy, dismantling of the GPS network, termination of Services due to actions of a TCs, including, but not limited to, deactivation/dismantling of a TC's networks, acts of the Customer, strikes, unusually severe weather conditions, interruptions of transportation or inability to obtain necessary labor, materials or facilities, default of any supplier, or delays in Federal Communications Commission ("FCC") frequency authorization or license grant. If Teletrac is unable to wholly or partially perform the Services for more than 30 days because of any cause beyond its control, Teletrac may terminate the Agreement without any liability to Customer, other than refund any amounts paid for Services which have not been provided.
- 12.3. If any provision of the Agreement shall be unlawful, void, or unenforceable, then that provision shall be deemed limited to the extent required to make it enforceable, or, if necessary, severed from the Agreement without affecting the validity and enforceability of the remaining provisions of the Agreement.
- 12.4. If the Services are being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government use, duplication, or disclosure by that party is subject to restrictions in subparagraph (b) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software--Restricted Rights at 48 CFR 52.227-19.
- 12.5. The Agreement is fully assignable and transferable by Teletrac to any person or entity and shall inure to the benefit of such assignee or successor. Customer may not assign the Agreement without the prior written consent of Teletrac.
- 12.6. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which are explicitly excluded. The parties agree to submit to the jurisdiction of Delaware and that any and all disputes, claims, proceedings or actions arising from or in connection with this Agreement shall be brought in the State or Federal courts having within their jurisdiction in Delaware.
- 12.7. Each party waives its respective rights to a trial by jury of all claims or causes of action (including counterclaims) related to or arising out of this Agreement brought by any party. This waiver applies to all subsequent amendments of this Agreement.



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark 
Purchasing Agent

Date: December 10, 2014

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.



PURCHASING DEPARTMENT

TRANSMITTAL FORM

MOVABLE PROPERTY SURPLUS/TRANSFER REQUEST FORM (Use a Separate Form for Different Dispositions)

1. The following department requests transmittal of property as described.

Department Name: Date:

Approved by:  Phone: Fax:

Requested disposition:

- Transfer items to Purchasing Department Property Control.
- Transfer tagged property to _____ Department.

Note: If property has already been moved, completion of #3 below is required.

Property No.	Description of Property	Location	Condition
14BT 8988	Metal Roller Shelf	Basement Vault	Fair
14BT 8989	Metal Roller Shelf	Basement Vault	Fair
14BT 8993	Metal Roller Shelf	Basement Vault	Fair
14BT 8994	Metal Roller Shelf	Basement Vault	Fair
14BT 8995	Metal Roller Shelf	Basement Vault	Fair

Forward this form to Purchasing when section above is complete.

2. MIS Department approval (for computer and computer-related equipment)

- Equipment is usable for another department.
- Equipment is usable for parts.
- Equipment is unusable or obsolete.

Forward this form to Purchasing when section above is complete.

3. Disposition by Purchasing

- Surplus.
- To be transferred to another department as indicated.
- Scrap.

Authorized by Purchasing Dept. Date

4. Maintenance Department Action

Item(s) moved by: Date

5. Receiving Department Action

Received by: Date

Forward this form to Purchasing when section above is complete.

Year End Budget Amendment

Account		Description	Increase	Decrease
120	0	491 80 6 CAPITAL PROJECTS FND #311	\$ 3,500,000	
120	1024	419 20 4 WORKERS COMPENSATION	100,000	
120	1024	419 50 40 LIABILITY INSURANCE	700,000	
111	102	431 10 28 LABORERS		\$ 31,336
111	102	431 30 1 ASPHALT		24,590
111	102	431 30 80 COVER STONE		11,504
113	302	431 10 28 LABORERS		29,212
113	309	431 60 11 ROAD MACHINERY		31,996
120	0	491 80 1 AIRPORT OPERATING		559,205
120	0	491 80 26 SETEC FUND 550		140,792
120	1011	415 10 2 ASSISTANTS & CLERKS		93,663
120	1011	415 20 1 F.I.C.A. EXPENSE		16,147
120	1011	415 20 2 EMPLOYEES' RETIREMENT		16,278
120	1011	415 20 3 EMPLOYEES' INSURANCE		44,304
120	1011	415 50 77 CONTRACTUAL SERVICE		16,717
120	1012	415 10 2 ASSISTANTS & CLERKS		22,181
120	1013	415 10 2 ASSISTANTS & CLERKS		21,698
120	1015	413 50 29 ATTORNEY		31,528
120	1015	413 50 77 CONTRACTUAL SERVICE		19,967
120	1024	419 10 96 VACATION PAY		13,277
120	1024	419 20 3 EMPLOYEES' INSURANCE		16,473
120	1024	419 20 5 UNEMPLOYMENT COMPENSATION		18,206
120	1025	415 10 2 ASSISTANTS & CLERKS		21,044
120	1034	414 50 77 CONTRACTUAL SERVICE		14,303
120	2030	412 10 2 ASSISTANTS & CLERKS		50,075
120	2030	412 10 5 EXTRA HELP		15,778
120	2030	412 10 24 ATTORNEY		25,755
120	2030	412 10 26 INVESTIGATOR		48,265
120	2030	412 20 1 F.I.C.A. EXPENSE		18,014
120	2030	412 20 3 EMPLOYEES' INSURANCE		45,751
120	2030	412 50 15 COURT COST		13,579
120	2031	414 10 2 ASSISTANTS & CLERKS		133,292
120	2031	414 20 1 F.I.C.A. EXPENSE		13,583
120	2031	414 20 2 EMPLOYEES' RETIREMENT		23,135
120	2031	414 20 3 EMPLOYEES' INSURANCE		13,342
120	2032	412 20 3 EMPLOYEES' INSURANCE		26,775
120	2032	412 50 72 PAUPER ATTORNEY FEES		28,841
120	2032	412 50 73 TRANSCRIPT TESTIMONY		17,410
120	2036	412 20 3 EMPLOYEES' INSURANCE		11,392
120	2037	412 50 72 PAUPER ATTORNEY FEES		20,744
120	2038	412 50 79 JUVENILE ATTORNEY FEES		16,485
120	2039	412 20 3 EMPLOYEES' INSURANCE		11,388
120	2043	412 10 2 ASSISTANTS & CLERKS		19,173

Year End Budget Amendment

Account	Description	Increase	Decrease
120 2043 412 20 3	EMPLOYEES' INSURANCE		15,744
120 2048 412 10 2	ASSISTANTS & CLERKS		26,773
120 2049 412 10 2	ASSISTANTS & CLERKS		16,913
120 2053 412 50 72	PAUPER ATTORNEY FEES		12,399
120 2060 412 10 1	DEPARTMENT HEAD		12,037
120 2060 412 20 3	EMPLOYEES' INSURANCE		24,949
120 3059 421 10 43	DEPUTIES		35,574
120 3059 421 10 50	CHIEF DEPUTY		17,473
120 3059 421 10 94	LONGEVITY PAY		19,168
120 3059 421 10 97	HOLIDAY PAY		14,991
120 3059 421 20 1	F.I.C.A. EXPENSE		45,414
120 3059 421 20 2	EMPLOYEES' RETIREMENT		48,788
120 3059 421 20 3	EMPLOYEES' INSURANCE		47,087
120 3059 421 30 2	AMMUNITION		14,256
120 3059 421 30 17	CLOTHING		14,722
120 3059 421 30 84	MINOR EQUIPMENT		23,711
120 3059 421 50 16	CRIMINAL INVESTIGATION		20,309
120 3059 421 50 77	CONTRACTUAL SERVICE		41,113
120 3059 421 60 18	POWER TOOLS & APPLIANCES		14,000
120 3060 421 10 2	ASSISTANTS & CLERKS		68,997
120 3060 421 20 2	EMPLOYEES' RETIREMENT		12,073
120 3062 423 10 44	DETENTION OFFICERS		273,285
120 3062 423 10 72	MAINTENANCE CREW		57,174
120 3062 423 10 94	LONGEVITY PAY		43,955
120 3062 423 10 95	EDUCATION PAY		28,987
120 3062 423 10 97	HOLIDAY PAY		118,600
120 3062 423 10 98	OVERTIME ALLOWANCE		29,550
120 3062 423 20 1	F.I.C.A. EXPENSE		76,258
120 3062 423 20 2	EMPLOYEES' RETIREMENT		53,052
120 3062 423 20 3	EMPLOYEES' INSURANCE		66,010
120 3062 423 50 77	CONTRACTUAL SERVICE		299,744
120 3063 424 10 2	ASSISTANTS & CLERKS		222,137
120 3063 424 20 1	F.I.C.A. EXPENSE		16,639
120 3063 424 20 2	EMPLOYEES' RETIREMENT		28,184
120 3063 424 50 14	MENTAL EXAMINATION		14,568
120 3063 424 50 81	RELIEF-BOARD & LODGING		28,576
120 3064 424 10 2	ASSISTANTS & CLERKS		128,735
120 3064 424 20 1	F.I.C.A. EXPENSE		14,614
120 3064 424 20 2	EMPLOYEES' RETIREMENT		26,369
120 3065 425 20 3	EMPLOYEES' INSURANCE		16,535
120 3071 425 20 3	EMPLOYEES' INSURANCE		11,395
120 5074 441 10 2	ASSISTANTS & CLERKS		32,784
120 5074 441 10 5	EXTRA HELP		10,272

Year End Budget Amendment

Account	Description	Increase	Decrease
120 5074 441 10 35	NURSE		26,188
120 5074 441 20 2	EMPLOYEES' RETIREMENT		13,189
120 5074 441 20 3	EMPLOYEES' INSURANCE		29,697
120 5075 441 10 2	ASSISTANTS & CLERKS		19,400
120 5075 441 50 6	BURIALS		12,235
120 5080 429 20 3	EMPLOYEES' INSURANCE		11,183
120 6083 416 10 5	EXTRA HELP		16,448
120 6083 416 10 54	CARPENTERS		36,178
120 6083 416 10 72	MAINTENANCE CREW		12,685
120 6083 416 20 1	F.I.C.A. EXPENSE		14,395
120 6083 416 20 2	EMPLOYEES' RETIREMENT		29,263
120 6083 416 20 3	EMPLOYEES' INSURANCE		34,756
120 6083 416 30 34	DIESEL FUEL		12,448
120 6083 416 40 1	COOLING AND HEATING		16,554
120 6083 416 40 9	BUILDINGS AND GROUNDS		11,596
120 6083 416 40 54	TELEPHONE		11,563
120 6083 416 40 56	ELECTRICITY		13,203
120 6084 416 10 72	MAINTENANCE CREW		36,822
120 6084 416 20 3	EMPLOYEES' INSURANCE		14,998
124 5081 448 10 12	OPERATORS		24,557
124 5081 448 10 98	OVERTIME ALLOWANCE		11,530
		<u>\$ 4,300,000</u>	<u>\$ 4,300,000</u>

Count 107

Memo

Date: 12/11/14
To: Fran Lee, Financial Manager
From: Constable's Office Precinct 6 **Fax Number:** (409) 839-2390
RE: Transfer Line Item
Priority: [Urgent]

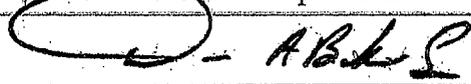
Line-item Transfer Amendment

DATE: December 11, 2014

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Minor Equipment	120 3070 425	30-84	\$ 1,140.00
To:	Contractual Service	120 3070 425	50-77	\$
Reason:	Amount to Cover Requisition			



 Department Head

Approved: County Judge for Commissioners Court

Attest: County Clerk

		Teletrac Subscriber Agreement		EMAIL: contract@teletrac.net FAX: 888-831-2312 www.teletrac.net	
7391 Lincoln Way Garden Grove, CA 92841 Sales Office: 800-500-6009		Teletrac Subscriber Agreement		Account #: 321940 Order #: 4174141	
SUBSCRIBER INFORMATION					
Order Date: 12/9/2014	P.O. Number:	Address: 1225 Pearl St Suite#101A			
Bill to (Name on Invoice): Jefferson County		City: Beaumont	State: TX	ZIP: 77701	Country: US
Attention: Dana A Baker Sr		Signer's Email Address: jccp6@co.jefferson.tx.us			
Accounts Payable Email Address:		Telephone: (409) 839-2339			
DATA, SOFTWARE AND ADDED VALUE OPTIONS					
Monthly subscription billing and contract term shall commence at time of equipment installation or at 14 days from date of shipping. Subscription billing includes customer usage of equipment, location and data communication costs, usage of software and applicable support services. The first payment will be taken upon shipment of equipment.					
Quantity	Part #	Description	Rate per Unit	Term of Contract (Months)	Extended Charge
3	13010	Fleet Director 10 - Standard Edition	\$ 30.00	12	\$ 90.00
3	380	Safety Analytics	\$ 5.00	12	\$ 15.00
Total Monthly Subscription Charge Before Tax					\$ 105.00
EQUIPMENT					
Quantity	Part #	Description	Rate per Unit		Extended Charge
3	400	Standard In-vehicle unit for use in conjunction with Fleet Director Professional or 20/	\$ 329.00		\$ 987.00
Total Equipment Purchase Charge Before Tax					\$ 987.00
INSTALLATION					
Quantity	Part #	Description	Rate per Unit		Extended Charge
Total Installation Charge Before Tax					
SUMMARY					
Installation Address (if multiple ship to locations apply, complete additional ship to schedule)			Applicable Taxes to be calculated at time of invoicing.		
Address:			City:	Equipment & Services (0 Months)	\$ 987.00
			State:	Payment Option Credit	\$ (300.00)
			ZIP:	Installation Charge	\$ 300.00
Special Instructions: (ALL CUSTOM AND INTEGRATION WORK MUST BE SIGNED OFF BY TELETRAC MANAGEMENT)				Setup Fee	\$ -
Units will ship to 1225 Pearl St suite#101A Beaumont, TX 77701				Total Down Payment Due	\$ 987.00
IMPORTANT - READ BEFORE SIGNING					
By signing below, the Customer agrees to purchase from Teletrac Inc the services detailed above on the terms detailed above all according to Teletrac's Standard Terms and Conditions available online at: http://www.teletrac.com/terms-of-service/ which cover important issues such as intellectual property rights, termination, liability and title. This Subscription and Services agreement and the Standard Terms and Conditions form the contract between the parties which they intend to be bound by and are collectively referred to as the "Agreement". Hard copies of Teletrac's Standard Terms and Conditions are available and will be provided to the Customers upon specific request. Further, by signature below, the signatory represents that he/she (a) is an authorized representative of the Customer, (b) has the authority to legally and financially commit the Customer, (c) has had the opportunity to seek advice as to its legal rights from legal counsel, and (d) has read and understood or has had sufficient opportunity to read and understand all of the Agreement. This Agreement supersedes all previous and contemporaneous communications, representations or agreements, written or oral relating to Teletrac Inc services. Teletrac Inc's failure to object to any additional or different provisions proposed by Customer shall not constitute a waiver of any term or condition in this Agreement, nor constitute acceptance of any such Customer's terms and conditions.					
Customer Name: Dana A Baker sr	Title: Constable Precinct 6	CAR:	DocuSigned by:	Metro:	
By (signature)	Date:	By (signature) Scott Lehman		Date:	12/9/2014
Name: (print) Dana A. Baker, Sr.		Rep Name: (print) Scott Lehman			



1. TERMS AND CONDITIONS OF SALE AND LICENSES

1.1. These Terms and Conditions ("Terms") govern the Teletrac Subscriber Agreement (the "Agreement") signed by the Customer named in the Agreement ("Customer"), both collectively referred to as "the Agreement".

1.2. The Agreement constitutes the entire agreement and understanding between the parties and supersedes all previous communications, representations or agreements, written or oral relating to the Services. All other terms, or variations to the Terms, conditions, term sheets or purchase orders are excluded unless agreed explicitly in writing by Teletrac through a President, VP or Chief Financial Officer. Placement of a purchase order by the Customer, whether in writing, on the internet, or by e-mail shall mean acceptance of these Terms that are deemed incorporated in any purchase order and shall form the contract between the parties. Digital signature by Customer shall be proof of agreement.

1.3. Any waiver of a breach of the Agreement shall not be a continuing waiver and shall not prevent any claim of a breach of the same terms or any other term.

1.4. All notices and other communications under the Agreement shall be in writing and delivered to the registered office or principal place of business of the other.

1.5. The hardware, driver terminals and accessories ("Product") and software (embedded in Product or accessed via the internet)("Software") (together "Services") provided by Teletrac to Customer are solely for Customer's internal use and the data or output from the Services may not be resold or otherwise offered to or used by third parties.

2. DELIVERY, SHIPPING & INSTALLATION

2.1. Shipping or delivery dates of Product are best estimates only. Teletrac reserves the right to make deliveries of Product in installments and shall not be liable for any loss or damage arising from late delivery or installation. Customer shall receive Product within 14 days of notification by Teletrac of readiness for shipment.

2.2. The Customer acknowledges that it is aware that in order to install Product it might be necessary to drill holes in the vehicles and agrees that Teletrac shall not be liable for any costs, expenses or damages arising from such work.

2.3. In the event that installation is carried out by the Customer, or its employees, representatives or sub-contractors, Teletrac shall not be liable for any loss or damage, arising directly or indirectly, as a result of any negligence or failure to follow Teletrac's written instructions or lack of due care.

3. LICENSE, RISK OF LOSS, TITLE AND SECURITY INTEREST

3.1. Teletrac grants the Customer a limited, nonexclusive, non-transferable license to use the Services for the period from Customer's signature of the Agreement to the end of the Billing Period (defined in 9.4) in addition to any renewal periods.

3.2. The Customer assumes the risk of any loss, fire, damage, and theft of Product upon shipment by Teletrac to the Customer.

3.3. The Software includes software components, map data and related services licensed to Teletrac by various entities (collectively, "Teletrac's Licensors") and is provided with RESTRICTED RIGHTS. The Software is a proprietary product of, and constitutes copyright ©1991-2014 by Teletrac and Teletrac's Licensors. ALL RIGHTS RESERVED UNDER THE COPYRIGHT LAWS OF THE UNITED STATES and international treaty. For purposes of any public disclosure provision under any federal state, or local law, it is agreed that the Software is a trade secret and a proprietary commercial product and not subject to disclosure. All right, title and interest in and to the Software and all copies and duplicates thereof, and all related copyrights, trademarks, trade names, trade secrets rights and other intellectual property and proprietary rights and interests, are vested and remain in Teletrac and Teletrac's Licensors.

3.4. Notwithstanding delivery to the Customer and possession by the Customer of Product and the provision of access to the Software, TELETRAC AND TELETRAC'S LICENSORS RETAIN THE LEGAL AND BENEFICIAL OWNERSHIP OF Product and the Software. Teletrac is NOT transferring title or any ownership rights in Product or Software to the Customer and Teletrac reserves all rights not expressly granted.

3.5. The Customer may not derive or attempt to derive the source code or structure of the Software by reverse engineering, disassembly, decompilation or other means. The Customer may not decompile, disassemble, reverse engineer, port, translate, modify, copy, transfer, make derivative works of the Software. The Software and all materials and knowledge related thereto is obtained by the Customer and its employees and representatives in confidence and shall not be duplicated or disclosed or published by any such persons in any form, or reproduced, transcribed, imitated or simulated. The Customer must take all reasonable steps to ensure it does not transmit worms or viruses or any code of a destructive nature that may affect the Services or use them for inappropriate and/or illegal purposes.

3.6. The map data used by the Services and provided by Teletrac's Licensors is subject to terms listed at www.teletrac.com/terms-and-conditions/map-data

3.7. If a vehicle is repossessed, stolen or damaged and Product remains in the vehicle, the Customer obligations under the Agreement continue.

3.8. Product may only be removed from a vehicle with Teletrac's written permission. Customer may not abandon, sublicense, assign or otherwise transfer the Product.

3.9. At the end of the Term, Customer must contact Teletrac to receive a return location for Product and then at its expense, uninstall, package and return Product to that address within 45 days of the end of the Term, in reasonable condition allowing for wear and tear. If Customer does not so return the Product, the Agreement automatically renews for successive one month periods with the same Terms until returned.

3.10. For Agreements where the Customer is purchasing Product, the legal and beneficial ownership of Product shall only pass to the Customer after payment in full to Teletrac of the price of Product and paragraphs 3.8 and 3.9 do not apply.

4. WARRANTY

4.1. Teletrac warrants the installation of Product and Software for Lifetime but may charge a reasonable fee for a visit to a Site save that the warranty does not cover associated components such as antennae and cables, and driver terminals are warranted for 12 months. All warranty claims must be in writing to Teletrac.

4.2. In the event of a warranty claim Teletrac may at its discretion either (1) advise the Customer to (a) obtain a RMA; (b) adequately package the Product; (c) ship the Product to the address provided by Teletrac; and (d) marking the RMA number prominently. Teletrac will then return the repaired or replacement Product to the Customer freight prepaid if the warranty claim or request for maintenance is valid; OR (2) Repair, remove and/or reinstall the Product at an agreed location and time in which case Teletrac shall be entitled to charge for travel costs and labor.

4.3. Under no circumstances will Teletrac be liable for any costs and expenses incurred by a Customer (through a third party or otherwise), such as repair costs to a Product and/or a vehicle, in the event that the Customer does not first comply with its obligations herein giving Teletrac the opportunity to verify any claim.

4.4. The Product is comprised of electronic assemblies that consume electrical current and therefore a small drain on the vehicle battery may adversely affect vehicles not in regular operation. Teletrac is not liable for any consequences of the battery drain associated with use of Product and/or a driver terminal and recommends that the vehicle battery be recharged periodically to ensure maximum performance and that driver terminals are disconnected overnight and/or when a vehicle is not in operation.

4.5. The Services are intended only for routine messaging and ascertaining of location, vehicle status and business information (i.e. not emergency or prevention of crime, save for the "Alert" function which provides notification of exceptions but should not be relied upon in isolation as security as it depends on the Customer's configuration of the Software and devices it uses to access the Services). Neither Teletrac nor Teletrac Licensors can guarantee the security of wireless transmissions and the Customer agrees that neither shall be liable for any lack of security relating to the use of the Services. Customer is responsible for protecting and securing its usernames and passwords from unauthorised use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, TELETRAC MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTY WITH RESPECT TO SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EFFECTIVENESS, COMPLETENESS AND ACCURACY ARE EXPRESSLY EXCLUDED, EXCEPT WHERE PROHIBITED BY LAW, AND WHERE PROHIBITED, ANY SUCH WARRANTY IS LIMITED TO THE MINIMUM WARRANTY AND PERIOD PROVIDED BY LAW. NO EMPLOYEE OR AGENT OF TELETRAC HAS THE AUTHORITY TO GRANT ANY OTHER WARRANTY TO CUSTOMER, WRITTEN OR ORAL. SERVICES ARE PROVIDED AS IS.

4.7. The above warranties shall be null and void in the event of (1) any alteration, modification, or special configuration made by the Customer to Services or de-installation or installation of Product by the Customer without following Teletrac's written instructions; (2) use of the Services not in the ordinary course of business; (3) accidents, misuse, abuse, neglect, damage and tampering with Services; (4) connection of Product to an improper voltage supply, reception or transmission problems caused by inadequate or improper antenna (not provided by Teletrac); (5) excessive water, weather or physical damage to Product; or (6) use of Product with accessories or devices not approved by Teletrac.

4.8. The Customer acknowledges that traffic, navigation, speed data, driver black spot, vehicle analytics, battery life, fuel data may contain inaccurate or incomplete information due to changing circumstances, sources used and the nature of collecting such data.

4.9. Teletrac will make reasonable efforts to procure the accuracy and completeness of information and reports supplied directly by third parties, but does not warrant the accuracy or completeness of them at all times. The format and content of third party reports to the Customer may be changed by the third parties.

4.10. If the Customer reports in writing, a material defect in the Software to Teletrac and Teletrac is unable to reasonably correct it within 90 days of the report, Teletrac will refund to the Customer a proportion of fees paid for those parts of the Services that were inoperative from the report to when the defect was corrected. In the event of each notification, Teletrac may request that the Customer submit sufficient information to reproduce the defect. The Customer agrees that its only remedy under this limited warranty is to receive a refund of the amount paid for the inoperative Services in the said period.

5. TELECOMMUNICATION CARRIERS & GPS

Communication services used in the Services are provided by third party telecommunication providers ("TCs") and the Customer agrees:

5.1. It has no contractual relationship with TCs and is not a third-party beneficiary of any agreement between Teletrac and a TC. Customer understands and agrees that TCs shall have no legal, equitable or other liability of any kind to the Customer. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Customer's exclusive remedy against TCs for any cause whatsoever, including but not limited to any failure or disruption of the communications services that form part of the Services, is limited to payment of damages in an amount not to exceed the amount paid by Customer for the Services for the 2 month period preceding the date that such claim arose;

5.2. Subject to Federal Communications Commission ("FCC") local number portability ("LNP") rules, it has no property or other rights in any SIM Card identifier assigned to it and any such number can be changed from time to time;

5.3. It shall indemnify, defend and hold TCs and their officers, employees and agents harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with their agreements with Teletrac; or the use, failure to use or inability to use the SIM Card identifier to provide access to the Services except where the claims result from the TC's gross negligence or willful misconduct. This provision shall survive the termination of this Agreement;

5.4. That the Services may be temporarily refused, interrupted or limited because of atmospheric, terrain or other natural or artificial conditions, usage concentrations, upgrades, relocation or repairs of transmission networks;

5.5. The Services utilize GPS technology to establish geographic location information and that it is improbable GPS will have 100% coverage or functionality in any area at all times; and



- 5.6. In the event that the Customer's use of Services results in excessive communications usage, governmental authorities which from time to time have jurisdiction. In any event, the Customer Teletrac shall be at liberty to suspend Services in relation to the relevant vehicle, for a acknowledges and agrees that: reasonable amount of time, on notice to the Customer, until Teletrac is able to assess the 11.1. Teletrac shall have no liability for any single isolated failure of the Services, or delay that does not exceed 48 hours;
6. **AUTOMATIC RENEWAL & TERMINATION**
- 6.1. The term of the Agreement is from signature of the Agreement by the Customer to end of billing period detailed in 9.4 and any renewal period thereafter.
- 6.2. At the expiration of the Term, the Agreement shall automatically renew for successive 12 month periods unless written notice is received by either party by at least 30 days prior to the expiration date.
- 6.3. The Agreement may be terminated on 90 days written notice if the other party is in breach of any of the material terms of the Agreement, and such breach is not cured within the 90-day notice period.
- 6.4. Upon termination of the Agreement for whatever reason the Customer shall not use the Services for any purpose.
- 6.5. In the event that the Agreement relates to a trial and in the event that the Agreement does not continue after the trial, Teletrac may charge the Customer de-installation charges and take any steps as provided for in Paragraph 7.2 in the event that the Customer does not return Product as provided for in Paragraph 3.9 (save that Teletrac will pay the shipping costs). Otherwise these terms apply to a trial until its termination or expiry.
7. **CUSTOMER DEFAULT AND TELETRAC REMEDIES**
- 7.1. In addition to Paragraph 6.3 above Customer shall be in material default in the event of any of the following ("Event of Default"): (1) Customer does not pay any amount due within 10 days of when it first becomes due; (2) Customer is unable to pay its debts as they fall due or a petition in bankruptcy is filed or (3) Customer subjects Teletrac staff to excessive abuse.
- 7.2. In the event of the Event of Default Teletrac may, in addition to the other rights set forth elsewhere in the Agreement (1) Suspend Services; (2) Charge interest at the rate of the greater of 1 1/2% per month or the highest rate permitted by law; (3) Accelerate all sums due or to become due in connection with the Agreement as liquidated damages for breach of the Agreement and not as a penalty; (4) Demand that Customer return Product to Teletrac or at Teletrac's election charge Customer the fair market value of the Product; or (5) Charge the Customer a reactivation fee should Services be re-activated.
8. **DOT REPORTS**
- To the best of Teletrac's knowledge the Services meet the requirements of FMCSA Regulation 395.15 Paragraph (i) relating to the performance of on board recorders, as it is presently written and effective in law and Teletrac will use best endeavors to ensure that the Services will continue to comply with the relevant laws and regulations in force from time to time.
9. **PAYMENT/TAXES**
- 9.1. Prices for the Services are only valid if set out in writing by Teletrac and only for the period stated in any quotation or Agreement (or 30 days if not stated).
- 9.2. Unless otherwise stated on the Agreement, payment of all invoices shall be made within 30 days of the date of invoice or before any due date for payment detailed on the invoice.
- 9.3. All payments due to Teletrac do not include taxes unless specifically stated. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Agreement.
- 9.4. The billing period begins 14 days after the Product is shipped to the Customer or on activation of the Services (whichever is sooner) for the term stated in the Agreement unless otherwise stated in the Agreement. The first invoice will be issued at the start of the next calendar month.
- 9.5. Advance payments for the first 3 months of Services or any other period detailed in the Agreement will be set off against invoices.
- 9.6. Unless otherwise detailed in the Agreement all payments by the Customer shall be made by Teletrac electronically withdrawing requisite cleared funds from the Customer's bank account. The Customer authorizes Teletrac to debit its account for periodic charges for Services or other amounts due and owing at the time.
- 9.7. In the event that Teletrac agrees to payment by check it reserves the right to electronically deposit any check from a copy of the check.
10. **INFORMATION**
- 10.1. Each party must treat all information received from the other marked 'Confidential' or which is reasonably obvious to be confidential as it would treat its own confidential information. Information that is to be considered confidential may include, but not be limited to operational and technical data. This provision shall survive the termination or expiry of this Agreement by 2 years.
- 10.2. The Customer warrants that it will advise any user of a vehicle that the vehicle may be tracked and that the Customer will be able to produce historical reporting of vehicle.
- 10.3. The Customer acknowledges that for quality control, security reasons and training, telephone calls between Teletrac and the Customer may be recorded.
- 10.4. The data produced by use of the Services is the property of the Customer however, Teletrac reserves the right to use and to allow third parties to use anonymised location, time, speed and other information obtained from vehicles for traffic information, journey data analysis, mapping, fleet benchmarking or other related purposes. Teletrac will retain such data for 3 years. Customers who have OEM lease and maintenance and/or insurance or leasing related services detailed in the Agreement consent to the provision by Teletrac of data produced by the Services identified as the Customer's data, to the designated party.
- 10.5. Teletrac and its business partners and/or carefully selected companies may use the Customer's information to keep the Customer informed about Teletrac or 3rd party products and services. If the Customer does not wish to receive marketing information, the Customer must confirm this in writing to Teletrac.
11. **LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES**
- The liability obligations of Teletrac to the Customer or any 3rd party under the Agreement are strictly controlled and limited by the laws, rules and regulations of the FCC and other 11.1. Teletrac shall have no liability for any single isolated failure of the Services, or delay that does not exceed 48 hours;
- 11.2. Further, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, the Customer's exclusive remedy and the total liability of Teletrac to Customer arising in any way in connection with the Agreement, for any cause whatsoever, including, but not limited to, any failure or disruption of Services provided, shall be limited to the right of repair or replacement of defective Product (according to the warranty conditions herein) and payment by Teletrac of damages in an amount equal to the amount charged to Customer for undelivered Services provided under the Agreement and in no event shall Teletrac's liability exceed the amount paid by the Customer for Services in question in the 12 months preceding the beginning of such failure or disruption to the Services, nor shall any action be brought for any breach where Teletrac was not first given the opportunity to investigate any defect relating to Services in accordance with the warranty provisions herein. Teletrac shall not be liable for property damage or any damages or losses of any kind, whether increased costs, lost profits or goodwill, lost revenues or data or incidental, special, punitive, indirect, incidental, exemplary or consequential damages, arising from the use of the Services;
- 11.3. Customer agrees to indemnify, defend and hold Teletrac harmless from and against any liability, loss, injury, demand, action, cost, expense or claim arising out of or in connection with any use or possession by Customer of the data produced by the Services and/or the improper or unauthorized use of the Services;
- 11.4. Teletrac indemnifies the Customer from all costs and liabilities from any claim that the Services infringe any 3rd party intellectual property. Teletrac may recall, exchange or modify Services or refund the Customer for any fees paid for Services, less pro rata usage cost. No refund shall be made for Services already paid for; and
- 11.5. If the Customer becomes aware of any matter which might give rise to a claim against Teletrac or the Customer concerning the potential infringement by Teletrac, and/or the Services of any intellectual property rights of a third party the Customer shall immediately give written notice to Teletrac of the matter and in connection with any proceedings related to the matter (other than against Teletrac) allow Teletrac the exclusive conduct of the proceedings and not admit liability in respect of or settle any matter without the prior written consent of Teletrac, such consent not to be unreasonably withheld or delayed.
12. **GENERAL**
- 12.1. The Customer and users of vehicles remain at all times responsible for observing all relevant laws and regulations in addition to codes of safe driving and Teletrac will not in any event be liable for any fine, penalty, or punishment imposed. The Customer agrees to observe and abide by all applicable laws, ordinances, rules and regulations of the federal, state or local government and any agency or public authority thereof, and to hold Teletrac harmless from liability or loss by reason of any asserted or established violation by Customer, its employees, agents or representatives. The Customer acknowledges and agrees that the Services must not be used in any way which would or may affect the ability of any driver of any vehicle to drive safely and in accordance with laws and regulations. The Customer and users of vehicles are ultimately responsible for the vehicle and they should be aware of their surroundings at all times. In certain geographic areas one way streets, turn restrictions and entry prohibitions (e.g. pedestrian zones) are not recorded or displayed. Teletrac is not liable for any loss or damage caused by the acts or omissions of drivers.
- 12.2. Teletrac shall have no liability for a failure to provide or for delay in providing Services due directly or indirectly to causes beyond the control of Teletrac or its subcontractors, including, without limitation, acts of God, or governmental entities, or of the public enemy, dismantling of the GPS network, termination of Services due to actions of a TCs, including, but not limited to, deactivation/dismantling of a TC's networks, acts of the Customer, strikes, unusually severe weather conditions, interruptions of transportation or inability to obtain necessary labor, materials or facilities, default of any supplier, or delays in Federal Communications Commission ("FCC") frequency authorization or license grant. If Teletrac is unable to wholly or partially perform the Services for more than 30 days because of any cause beyond its control, Teletrac may terminate the Agreement without any liability to Customer, other than refund any amounts paid for Services which have not been provided.
- 12.3. If any provision of the Agreement shall be unlawful, void, or unenforceable, then that provision shall be deemed limited to the extent required to make it enforceable, or, if necessary, severed from the Agreement without affecting the validity and enforceability of the remaining provisions of the Agreement.
- 12.4. If the Services are being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government use, duplication, or disclosure by that party is subject to restrictions in subparagraph (b) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software--Restricted Rights at 48 CFR 52.227-19.
- 12.5. The Agreement is fully assignable and transferable by Teletrac to any person or entity and shall inure to the benefit of such assignee or successor. Customer may not assign the Agreement without the prior written consent of Teletrac.
- 12.6. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which are explicitly excluded. The parties agree to submit to the jurisdiction of Delaware and that any and all disputes, claims, proceedings or actions arising from or in connection with this Agreement shall be brought in the State or Federal courts having within their jurisdiction in Delaware.
- 12.7. Each party waives its respective rights to a trial by jury of all claims or causes of action (including counterclaims) related to or arising out of this Agreement brought by any party. This waiver applies to all subsequent amendments of this Agreement.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	327.50	401776	
WARREN'S DO-NUTS	42.23	401823	
			369.73**
ROAD & BRIDGE PCT.#1			
CITY OF BEAUMONT	50.00	401693	
APAC, INC. - TROTTI & THOMSOM	449.96	401697	
CARQUEST AUTO PARTS # 96	807.89	401704	
DRIVESHAFT SPECIALTY, INC.	495.85	401714	
M&D SUPPLY	644.23	401743	
MUNRO'S	67.00	401746	
STAR GRAPHICS SHARP	30.12	401766	
TEXAS AGRILIFE EXTENSION SERVICES	195.00	401771	
WASTE MGT. GOLDEN TRIANGLE, INC.	67.25	401779	
KNIFE RIVER	310.63	401835	
AIRGAS SOUTHWEST	192.50	401842	
			3,310.43**
ROAD & BRIDGE PCT.#2			
SUPERIOR TIRE & SERVICE	197.39	401692	
APAC, INC. - TROTTI & THOMSOM	97.22	401697	
CITY OF NEDERLAND	74.43	401708	
ENERGY	597.74	401725	
MUNRO'S	36.90	401746	
STAR GRAPHICS SHARP	42.71	401766	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	401883	
			1,195.89**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	28.88	401706	
MUNRO'S	18.23	401746	
STAR GRAPHICS SHARP	63.56	401766	
W. JEFFERSON COUNTY M.W.D.	34.14	401781	
HOWARD'S AUTO SUPPLY	172.08	401788	
TEXAS GAS SERVICE	146.54	401808	
BEAUMONT FUEL INJECTION	374.07	401818	
WINDSTREAM	46.33	401831	
SOUTHWEST TRUCK RIGGING & EQUIPMENT	896.00	401895	
			1,779.83**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	256.32	401697	
ENERGY	13.09	401725	
M&D SUPPLY	126.86	401743	
MUNRO'S	68.16	401746	
OFFICE DEPOT	341.57	401749	
PHILPOTT MOTORS, INC.	150.84	401751	
SMART'S TRUCK & TRAILER, INC.	135.47	401760	
TRANSIT & LEVEL CLINIC	4,215.00	401775	
WASTE MGT. GOLDEN TRIANGLE, INC.	64.17	401779	
UNITED STATES POSTAL SERVICE	12.24	401796	
4IMPRINT, INC.	150.89	401801	
KNIFE RIVER	750.40	401835	
ON TIME TIRE	134.98	401869	
			6,419.99**
ENGINEERING FUND			
STAR GRAPHICS SHARP	43.25	401766	
UNITED STATES POSTAL SERVICE	4.87	401796	
			48.12**
PARKS & RECREATION			
ENERGY	1,495.43	401725	
M&D SUPPLY	97.88	401743	
AT&T	28.91	401763	
			1,622.22**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	265.98	401749	

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS WATER	248.95	401762	
AT&T	101.16	401763	
STAR GRAPHICS SHARP	208.10	401766	
TAX ASSESSOR-COLLECTOR ASSOCIATION	40.00	401768	
UNITED STATES POSTAL SERVICE	1,347.78	401796	
UNITED STATES POSTAL SERVICE	24.18	401797	
JEFFERSON COUNTY CREDIT CARDS	315.00	401856	
RT LAWRENCE CORPORATION	6,024.00	401872	
			8,575.15*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	60.00	401700	
MOORMAN & ASSOCIATES, INC.	150.00	401745	
OFFICE DEPOT	242.17	401749	
STAR GRAPHICS SHARP	43.25	401766	
UNITED STATES POSTAL SERVICE	5.68	401796	
			501.10*
AUDITOR'S OFFICE			
STAR GRAPHICS SHARP	60.94	401766	
UNITED STATES POSTAL SERVICE	34.60	401796	
JEFFERSON COUNTY CREDIT CARDS	175.00	401856	
			270.54*
COUNTY CLERK			
OFFICE DEPOT	55.00	401749	
XEROX CORPORATION	3,524.50	401783	
UNITED STATES POSTAL SERVICE	263.96	401796	
UNITED STATES POSTAL SERVICE	50.78	401797	
			3,894.24*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	572.00	401713	
JAN GIROUARD & ASSOCIATES	400.00	401721	
OFFICE DEPOT	29.15	401749	
KEVIN PAULA SEKALY PC	200.00	401758	
STAR GRAPHICS SHARP	43.25	401766	
UNITED STATES POSTAL SERVICE	4.26	401796	
J.T. HAYNES	500.00	401829	
LUKE NICHOLS	500.00	401830	
THOMSON REUTERS-WEST	116.58	401878	
			2,365.24*
RISK MANAGEMENT			
STAR GRAPHICS SHARP	31.78	401766	
			31.78*
COUNTY TREASURER			
STAR GRAPHICS SHARP	43.25	401766	
UNITED STATES POSTAL SERVICE	79.38	401796	
LEXISNEXIS- ACCURINT	120.00	401849	
			242.63*
PRINTING DEPARTMENT			
STAR GRAPHICS SHARP	314.11	401766	
			314.11*
PURCHASING DEPARTMENT			
STAR GRAPHICS SHARP	43.25	401766	
UNITED STATES POSTAL SERVICE	4.88	401796	
JEFFERSON COUNTY CREDIT CARDS	33.54	401856	
			81.67*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	1,105.31	401737	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	401772	
TOWER COMMUNICATIONS, INC.	2,435.00	401794	
LEXISNEXIS- ACCURINT	240.00	401849	
SUPERIOR PRESS	272.06	401855	
DYNAMEX INC	170.67	401885	
			6,923.04*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	60.94	401766	
LEXISNEXIS- ACCURINT	240.00	401849	
JEFFERSON COUNTY CREDIT CARDS	78.16	401856	
VOTERS REGISTRATION DEPT			379.10*
STAR GRAPHICS SHARP	30.12	401766	
UNITED STATES POSTAL SERVICE	204.21	401796	
ELECTIONS DEPARTMENT			234.33*
M&D SUPPLY	100.08	401743	
STAR GRAPHICS SHARP	30.12	401766	
CUMULUS BROADCASTING, INC.	4,185.00	401791	
UNITED STATES POSTAL SERVICE	4.80	401796	
DISTRICT ATTORNEY			4,320.00*
GT DISTRIBUTORS, INC.	86.50	401720	
OFFICE DEPOT	379.97	401749	
STAR GRAPHICS SHARP	261.30	401766	
CDW COMPUTER CENTERS, INC.	446.19	401789	
UNITED STATES POSTAL SERVICE	169.22	401796	
UNITED STATES POSTAL SERVICE	1.61	401797	
LEXISNEXIS- ACCURINT	480.00	401849	
JEFFERSON COUNTY CREDIT CARDS	533.02	401856	
FILE & SERVE XPRESS LLC	20.00	401876	
LOGAN CAMPBELL	166.00	401894	
TRANSUNION RISK AND ALTERNATIVE	50.00	401904	
CACTX	400.00	401909	
CORY J CRENSHAW	399.08	401913	
DISTRICT CLERK			3,392.89*
KIRKSEY'S SPRINT PRINTING	51.90	401741	
OFFICE DEPOT	50.48	401749	
STAR GRAPHICS SHARP	51.52	401766	
UNITED STATES POSTAL SERVICE	224.47	401796	
CRIMINAL DISTRICT COURT			378.37*
DONALD W. DUESLER & ASSOC.	8,334.00	401716	
LEAH HAYES	246.33	401730	
JOHN E. MACEY	700.00	401744	
BRUCE N. SMITH	600.00	401761	
STAR GRAPHICS SHARP	31.78	401766	
JOHN D WEST	900.00	401792	
UNITED STATES POSTAL SERVICE	10.95	401796	
JASON ROBERT NICKS	800.00	401851	
58TH DISTRICT COURT			11,623.06*
STAR GRAPHICS SHARP	31.78	401766	
UNITED STATES POSTAL SERVICE	.41	401796	
LEXIS-NEXIS	112.00	401798	
60TH DISTRICT COURT			144.19*
OFFICE DEPOT	151.85	401749	
STAR GRAPHICS SHARP	30.12	401766	
UNITED STATES POSTAL SERVICE	.41	401796	
136TH DISTRICT COURT			182.38*
STAR GRAPHICS SHARP	30.12	401766	
UNITED STATES POSTAL SERVICE	2.10	401796	
LEXIS-NEXIS	54.00	401798	
172ND DISTRICT COURT			86.22*
STAR GRAPHICS SHARP	31.78	401766	
UNITED STATES POSTAL SERVICE	1.19	401796	
LEXIS-NEXIS	53.00	401798	

NAME	AMOUNT	CHECK NO.	TOTAL
ACCO BRANDS DIRECT	41.99	401880	
252ND DISTRICT COURT			127.96*
DAVID GROVE	1,150.00	401689	
DONALD BOUDREAU	250.00	401702	
THOMAS J. BURBANK, P.C.	950.00	401703	
KIRKSEY'S SPRINT PRINTING	60.20	401741	
MIKE LAIRD, ATTORNEY AT LAW	800.00	401742	
BRACK JONES JR.	8,333.33	401786	
UNITED STATES POSTAL SERVICE	45.04	401796	
LEXIS-NEXIS	53.00	401798	
SHEIGH SUMMERLIN	8,333.33	401826	
JAMES R. MAKIN, P.C.	4,856.39	401861	
SAMUEL & SON LAW FIRM PLLC	1,700.00	401893	
279TH DISTRICT COURT			26,531.29*
PHILLIP DOWDEN	150.00	401695	
ANITA F. PROVO	450.00	401754	
UNITED STATES POSTAL SERVICE	.41	401796	
LEXIS-NEXIS	53.00	401798	
ANTOINETTE BRADLEY	500.00	401814	
KIMBERLY PHELAN, P.C.	75.00	401825	
TONYA CONNELL TOUPS	150.00	401839	
RONALD PLESSALA	325.00	401845	
JONATHAN L. STOVALL	1,000.00	401859	
STEFANIE L. ADAMS, ATTORNEY AT LAW	225.00	401860	
WILLIAM FORD DISHMAN	2,500.00	401884	
MATUSKA LAW FIRM	875.00	401890	
TARA SHELANDER	1,950.00	401892	
MELANIE AIREY	150.00	401905	
LAW OFFICE OF J SCOTT FREDERICK	1,500.00	401906	
RONALD ANTHONY BONIN III	1,000.00	401908	
317TH DISTRICT COURT			10,903.41*
MARVA PROVO	1,050.00	401753	
STAR GRAPHICS SHARP	31.78	401766	
LEXIS-NEXIS	53.00	401798	
JUDY PAASCH	2,278.33	401820	
JUSTICE COURT-PCT 1 PL 1			3,413.11*
STAR GRAPHICS SHARP	51.32	401766	
UNITED STATES POSTAL SERVICE	29.64	401796	
LEXISNEXIS- ACCURINT	120.00	401849	
JUSTICE COURT-PCT 1 PL 2			200.96*
STAR GRAPHICS SHARP	30.12	401766	
LEXISNEXIS- ACCURINT	120.00	401849	
JUSTICE COURT-PCT 2			150.12*
OFFICE DEPOT	116.22	401749	
LEXISNEXIS- ACCURINT	120.00	401849	
JUSTICE COURT-PCT 4			236.22*
STAR GRAPHICS SHARP	42.71	401766	
LEXISNEXIS- ACCURINT	120.00	401849	
JUSTICE COURT-PCT 6			162.71*
STAR GRAPHICS SHARP	30.12	401766	
UNITED STATES POSTAL SERVICE	36.56	401796	
LEXISNEXIS- ACCURINT	120.00	401849	
JUSTICE COURT-PCT 7			186.68*
TEXAS MUNICIPAL COURT - JUSTICE	36.00	401773	
LEXISNEXIS- ACCURINT	120.00	401849	
JUSTICE OF PEACE PCT. 8			156.00*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	141.22	401797	
LEXISNEXIS- ACCURINT	120.00	401849	
COUNTY COURT AT LAW NO.1			261.22*
JEFFERSON CTY. BAR ASSOCIATION	125.00	401736	
STAR GRAPHICS SHARP	30.12	401766	
UNITED STATES POSTAL SERVICE	8.90	401796	
SIERRA SPRING WATER CO. - BT	56.01	401799	
COUNTY COURT AT LAW NO. 2			220.03*
TEXAS ASSOC. OF COUNTY COURT A LAW	35.00	401688	
BRUCE W. COBB	250.00	401711	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	401723	
UNITED STATES POSTAL SERVICE	27.61	401796	
ANTOINETTE BRADLEY	250.00	401814	
LEXISNEXIS- ACCURINT	60.00	401849	
SAMUEL & SON LAW FIRM PLLC	300.00	401893	
COUNTY COURT AT LAW NO. 3			2,112.61*
TRAVIS EVANS	500.00	401718	
EDWARD B. GRIPON, M.D., P.A.	595.00	401723	
TERRENCE HOLMES	1,000.00	401733	
MIKE LAIRD, ATTORNEY AT LAW	500.00	401742	
UNITED STATES POSTAL SERVICE	46.28	401796	
LEXISNEXIS- ACCURINT	60.00	401849	
RYAN GERTZ	750.00	401850	
COURT MASTER			3,451.28*
STAR GRAPHICS SHARP	42.71	401766	
UNITED STATES POSTAL SERVICE	.81	401796	
LEXIS-NEXIS	53.00	401798	
MEDIATION CENTER			96.52*
BEAUMONT TROPHIES	498.10	401701	
OFFICE DEPOT	98.97	401749	
STAR GRAPHICS SHARP	30.12	401766	
UNITED STATES POSTAL SERVICE	4.06	401796	
COMMUNITY SUPERVISION			631.25*
STAR GRAPHICS SHARP	136.39	401766	
SHERIFF'S DEPARTMENT			136.39*
ENTERGY	1,037.55	401725	
HERNANDEZ OFFICE SUPPLY, INC.	21.50	401731	
KAY ELECTRONICS, INC.	4.50	401739	
MOORMAN & ASSOCIATES, INC.	900.00	401745	
OFFICE DEPOT	1,034.75	401749	
PHILPOTT MOTORS, INC.	414.00	401751	
AT&T	31.06	401763	
STAR GRAPHICS SHARP	279.27	401766	
UNITED STATES POSTAL SERVICE	271.24	401796	
BEAUMONT OCCUPATIONAL SERVICE, INC.	197.70	401802	
CHILD ABUSE & FORENSIC SERVICES	950.00	401803	
FIVE STAR FEED	192.30	401812	
CODE BLUE	39.00	401817	
COBAN TECHNOLOGIES INC	2,586.00	401862	
RITA HURT	1,925.00	401866	
B&H PHOTO VIDEO PRO AUDIO	174.00	401874	
SILSBEE FORD INC	32,019.53	401886	
BLACK HILLS AMMUNITION	722.50	401901	
CRIME LABORATORY			42,799.90*
FISHER SCIENTIFIC	327.52	401719	
SOUTHEAST TEXAS WATER	79.90	401762	
STAR GRAPHICS SHARP	42.71	401766	

NAME	AMOUNT	CHECK NO.	TOTAL
AIRGAS SOUTHWEST	69.50	401842	
BRIDGE CITY LOCK AND KEY	135.00	401864	
RDB SERVICES	500.00	401867	1,154.63*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	36.00	401705	
STAR GRAPHICS SHARP	522.75	401766	
TEXAS GAS SERVICE	645.05	401808	
CONSTELLATION NEWENERGY - GAS DIVIS	4,055.66	401877	5,259.46*
JUVENILE PROBATION DEPT.			
STAR GRAPHICS SHARP	91.06	401766	
CHERYL TARVER	100.80	401785	
UNITED STATES POSTAL SERVICE	74.09	401796	
LYNN BIERHALTER	44.24	401828	
RASHUNDA FLETCHER	122.08	401844	
JOHN ANDERSON	135.52	401853	567.79*
JUVENILE DETENTION HOME			
ENTERGY	6,329.00	401725	
AT&T	682.06	401763	
OAK FARM DAIRY	456.97	401787	
CDW COMPUTER CENTERS, INC.	720.54	401789	
FLOWERS FOODS	78.35	401815	
BEN E KEITH FOODS	2,142.05	401816	
VANSHECA SANDERS-CHEVIS	600.00	401833	
KAREN ROBERTS	300.00	401847	
A1 FILTER SERVICE COMPANY	183.79	401865	11,492.76*
CONSTABLE PCT 1			
OFFICE DEPOT	142.46	401749	
SAM'S WESTERN WEAR, INC.	506.85	401756	
UNITED STATES POSTAL SERVICE	54.37	401796	
LEXISNEXIS- ACCURINT	120.00	401849	823.68*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	120.00	401849	120.00*
CONSTABLE-PCT 4			
OFFICE DEPOT	57.81	401749	57.81*
CONSTABLE-PCT 6			
STAR GRAPHICS SHARP	30.12	401766	
UNITED STATES POSTAL SERVICE	27.45	401796	
LEXISNEXIS- ACCURINT	120.00	401849	177.57*
CONSTABLE PCT. 7			
LEXISNEXIS- ACCURINT	120.00	401849	
SILSBEE FORD INC	91.36	401886	211.36*
CONSTABLE PCT. 8			
OFFICE DEPOT	40.51	401749	
LEXISNEXIS- ACCURINT	120.00	401849	160.51*
AGRICULTURE EXTENSION SVC			
STAR GRAPHICS SHARP	60.94	401766	60.94*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	401694	
CLAYBAR FUNERAL HOME, INC.	984.00	401709	
ENTERGY	140.00	401728	
OFFICE DEPOT	1,217.47	401749	

NAME	AMOUNT	CHECK NO.	TOTAL
PHYSICIAN SALES & SERVICE, INC.	2,081.38	401752	
STAR GRAPHICS SHARP	60.94	401766	
AUSTIN CECIL WALKES MD PA	62.47	401777	
AUSTIN CECIL WALKES MD PA	2,932.58	401778	
UNITED STATES POSTAL SERVICE	70.88	401796	
MUNRO'S SAFETY APPAREL	131.20	401807	
TINA CHAMPAGNE	63.28	401843	
LEXISNEXIS- ACCURINT	120.00	401849	
SAM'S CLUB DIRECT	133.66	401873	
			8,037.86*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	43.21	401707	
CLAYBAR FUNERAL HOME, INC.	3,000.00	401710	
O.W. COLLINS APARTMENTS	235.26	401712	
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	401722	
ENTERGY	70.00	401729	
OFFICE DEPOT	332.78	401749	
STAR GRAPHICS SHARP	73.37	401766	
AUSTIN CECIL WALKES MD PA	62.48	401777	
AUSTIN CECIL WALKES MD PA	2,932.58	401778	
UNITED STATES POSTAL SERVICE	227.42	401797	
MARY STAGG	11.20	401813	
HEB - PORT ARTHUR	88.29	401840	
LEXISNEXIS- ACCURINT	120.00	401849	
MANUEL GASPER JR	300.00	401899	
			8,996.59*
NURSE PRACTITIONER			
PHYSICIAN SALES & SERVICE, INC.	169.79	401752	
STAR GRAPHICS SHARP	30.12	401766	
LESLIE LITTLE	160.00	401900	
			359.91*
CHILD WELFARE UNIT			
DISA, INC.	90.00	401715	
BEAUMONT OCCUPATIONAL SERVICE, INC.	301.55	401802	
SEARS COMMERCIAL CREDIT	198.86	401804	
			590.41*
INDIGENT MEDICAL SERVICES			
DANA JOHNSON	450.00	401896	
			450.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	401793	
			150.00*
MAINTENANCE-BEAUMONT			
LOUIS AND COMPANY	300.33	401687	
JOHNSTONE SUPPLY	63.96	401690	
CITY OF BEAUMONT - LANDFILL	25.00	401696	
ART SIGNS & DECALS	675.00	401698	
ECOLAB	209.95	401717	
HYDRO-CLEAN SERVICES, INC.	435.00	401734	
M&D SUPPLY	28.86	401743	
OFFICE DEPOT	327.39	401749	
SANITARY SUPPLY, INC.	1,284.28	401757	
ACE IMAGEWEAR	187.90	401759	
AT&T	928.91	401763	
STAR GRAPHICS SHARP	30.12	401766	
ZEE MEDICAL SERVICE	174.71	401784	
CENTERPOINT ENERGY RESOURCES CORP	4,839.11	401821	
JEFFERSON COUNTY CREDIT CARDS	304.00	401856	
HONEYWELL INC	4,221.88	401868	
			14,036.40*
MAINTENANCE-PORT ARTHUR			
GUARDIAN FORCE	75.00	401686	
ENTERGY	4,020.56	401725	
RALPH'S INDUSTRIAL ELECTRONICS	49.76	401755	
SANITARY SUPPLY, INC.	630.00	401757	
STAR GRAPHICS SHARP	61.90	401766	

NAME	AMOUNT	CHECK NO.	TOTAL
TIME WARNER COMMUNICATIONS	66.11	401770	
WASTE MGT. GOLDEN TRIANGLE, INC.	209.67	401779	
PARKER LUMBER	217.20	401854	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	401883	7,854.80*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	32.03	401708	
ENTERGY	2,616.98	401725	
ACE IMAGEWEAR	55.82	401759	
AT&T	684.09	401763	
STAR GRAPHICS SHARP	31.78	401766	
W. JEFFERSON COUNTY M.W.D.	25.13	401780	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	401883	5,371.35*
SERVICE CENTER			
JERRY'S AUTOMOTIVE	178.50	401738	
KAY ELECTRONICS, INC.	171.00	401739	
KINSEL FORD, INC.	2,155.80	401740	
STAR GRAPHICS SHARP	30.12	401766	
NEDERLAND HARDWARE SUPPLY	14.19	401782	
FIRST CALL	76.39	401806	
BUMPER TO BUMPER	254.01	401819	
AMERICAN TIRE DISTRIBUTORS	1,968.45	401846	
UNIFIRST HOLDINGS INC	46.81	401848	
MIGHTY OF SOUTHEAST TEXAS	48.09	401863	
SILSBEE FORD INC	957.53	401886	
APPEL FORD-MERCURY INC	554.28	401907	6,455.17*
VETERANS SERVICE			
OFFICE DEPOT	131.75	401749	
STAR GRAPHICS SHARP	74.49	401766	
UNITED STATES POSTAL SERVICE	4.06	401796	
UNITED STATES POSTAL SERVICE	7.88	401797	
US POSTAL SERVICE	98.00	401800	316.18*
MOSQUITO CONTROL FUND			208,422.88**
ENTERGY	630.83	401725	
MUNRO'S	98.95	401746	
AT&T	29.77	401763	
STAR GRAPHICS SHARP	30.12	401766	789.67**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	31.78	401766	31.78**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	354.75	401802	354.75**
EMPG GRANT			
VERIZON WIRELESS	180.17	401793	
JEFFERSON COUNTY CREDIT CARDS	2,591.51	401856	2,771.68**
JUVENILE TJPC-A-2014-123			
BI INCORPORATED	1,542.96	401790	
JENNIFER SOLANO	123.20	401805	
KESHA NIXON	71.68	401832	
WILBERT PIERRE	113.12	401870	
DURWARD MINOR	77.84	401881	
VICTOR CANTU	87.92	401882	
JOSH CUYOS	109.76	401891	
TANISHA GRIFFIN	105.28	401903	2,231.76**
JUVENILE PROB & DET. FUND			
VICTORIA COUNTY JUVENILE SERVICES	2,940.00	401841	

NAME	AMOUNT	CHECK NO.	TOTAL
G4S YOUTH SERVICES LLC	4,200.00	401897	
GRAYSON COUNTY DEPT OF JUVENILE	4,440.00	401902	
COMMUNITY SUPERVISION FND			11,580.00**
JEFFERSON CTY. COMMUNITY SUP.	1,702.87	401735	
UNITED STATES POSTAL SERVICE	103.44	401796	
UNITED STATES POSTAL SERVICE	299.50	401797	
LEXISNEXIS- ACCURINT	120.00	401849	
JCCSC	264.00	401857	
JCCSC	125.00	401858	
JEFF. CO. WOMEN'S CENTER			2,614.81**
OFFICE DEPOT	124.64	401749	
SANITARY SUPPLY, INC.	1,075.23	401757	
STAR GRAPHICS SHARP	31.78	401766	
SYSCO FOOD SERVICES, INC.	1,185.35	401767	
WASTE MGT. GOLDEN TRIANGLE, INC.	88.28	401779	
CLASSIC FORMS AND PRODUCTS	921.60	401810	
BEN E KEITH FOODS	841.62	401816	
COMMUNITY CORRECTIONS PRG			4,268.50**
STAR GRAPHICS SHARP	47.38	401766	
DRUG DIVERSION PROGRAM			47.38**
STAR GRAPHICS SHARP	47.38	401766	
COUNTY CLERK - RECORD MGT			47.38**
MANATRON	10,595.97	401836	
DRUG INTERVENTION COURT			10,595.97**
OFFICE OF THE GOVERNOR	4,860.00	401750	
VAWA FUND			4,860.00**
TARA SHELANDER	500.00	401892	
UNCLAIMED FUNDS MGMT FUND			500.00**
MICHAEL CLAY KOERTH	75.00	401910	
ANTHONY ROBINSON	300.00	401911	
GARY SELLERS	75.00	401912	
HOTEL OCCUPANCY TAX FUND			450.00**
AT&T	171.83	401763	
TIME WARNER COMMUNICATIONS	110.72	401769	
TRI-CITY COFFEE SERVICE	46.95	401776	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	401779	
UNITED STATES POSTAL SERVICE	43.34	401796	
LA RUE ROUGEAU	97.44	401834	
ZIA BERTRAND	106.96	401898	
DISTRICT CLK RECORDS MGMT			658.42**
STAR GRAPHICS SHARP	86.50	401766	
RICOH USA INC	3,426.60	401875	
CAPITAL PROJECTS FUND			3,513.10**
CARROLL & BLACKMAN, INC.	2,126.34	401691	
TRANSLOGIC CORPORATION	14,878.00	401774	
WATCH GUARD VIDEO	14,460.00	401837	
TEXAS GENERAL LAND OFFICE SEMP	14,312.45	401889	
AIRPORT FUND			45,776.79**
ENTERGY	13,461.76	401727	

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	72.83	401766	13,534.59**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	18,499.09	401824	
RELIANCE STANDARD LIFE INSURANCE	5,407.15	401827	
COMPASS PROFESSIONAL HEALTH SERVICE	6,050.00	401887	
SA BENEFITS SERVICES LLC	36,771.90	401888	66,728.14**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	14,698.57	401822	14,698.57**
SHERIFF'S FORFEITURE FUND			
AVIALL	67.84	401699	
RONALD L. HOBBS	257.88	401732	
CASH ADVANCE ACCOUNT	839.61	401737	
RALPH'S INDUSTRIAL ELECTRONICS	112.49	401755	
FLIR SYSTEMS, INC.	9,911.00	401809	11,188.82**
PAYROLL FUND			
NECHES FEDERAL CREDIT UNION	63,444.18	401811	63,444.18**
ORCA - IKE			
N&T CONSTRUCTION COMPANY, INC.	91,391.44	401684	
N&T CONSTRUCTION COMPANY, INC.	64,927.74	401685	
MK CONSTRUCTORS	125,653.65	401871	281,972.83**
MARINE DIVISION			
ENTERGY	512.39	401725	
NEDERLAND HARDWARE SUPPLY	37.67	401782	
VERIZON WIRELESS	531.86	401793	
THE DINGO GROUP-PETE JORGENSEN MARI	820.20	401838	
PALMER POWER	3,842.57	401879	5,744.69**
2013 PORT SECURITY GRANT			
MILLENIUUM PRODUCTS INC	6,726.00	401852	6,726.00**
SHERIFF-SPINDLETOP GRANT			
PHILPOTT MOTORS, INC.	69.00	401751	
SILSBEE FORD INC	2,513.97	401886	2,582.97**
SHERIFF SPINDLETOP MENTAL			
PHILPOTT MOTORS, INC.	69.00	401751	69.00**
			780,950.87***

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Eddie Arnold
Jefferson County
Commissioner Pct. #1

Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

RECEIVED
DEC 04 2014

December 03, 2014

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for the Jefferson County Commissioners' Court meeting scheduled for December 15, 2014.

Consider and possibly approve exempting the following groups from paying for security during their scheduled events for the year 2015, Dispute Resolution Center, Jefferson County Bar Association, Jefferson County Democratic Party, Jefferson County Republican Party, Jefferson County Libertarian Party, Jefferson County Green Party, Election School, Jefferson County Clerk's office for meetings and training related to Elections, Jefferson County Coalition for Victims of Crime, Family Services, and Jefferson County Deputy Constable Association. The security expense will be paid via budgeted funds.

Thank you,

Eddie Arnold
County Commissioner, Pct. #1

Acknowledgement and certificate of dedication by the Owner to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT WE ROLAND P. GARY AND DEBRA D. GARY, OWNERS OF 5.144 ACRES OF LAND OUT OF THE MANUEL CHIRINO LEAGUE, ABSTRACT NO. 10, JEFFERSON COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED OCTOBER 1, 2014 AND OCTOBER 27, 2014, AND RECORDED IN FILM NO. 2014001587 AND 2014034593, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, DO HEREBY SUBDIVIDE 5.144 ACRES OF LAND OUT OF THE MANUEL CHIRINO LEAGUE, ABSTRACT NO. 10, TO BE KNOWN AS GARY PLACE, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 21 DAY OF November 20 2014
Roland P. Gary Debra D. Gary
OWNER ROLAND P. GARY OWNER DEBRA D. GARY

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROLAND P. GARY AND DEBRA D. GARY, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21 DAY OF November A.D., 2014
Notary Public
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS
MY COMMISSION EXPIRES 3-11-15 (DATE)

Certificate of County Approval to-wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE DAY OF A.D. 20, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1 JEFFERSON COUNTY, TEXAS
COMMISSIONER PRECINCT NO. 2 JEFFERSON COUNTY, TEXAS
COMMISSIONER PRECINCT NO. 3 JEFFERSON COUNTY, TEXAS
COMMISSIONER PRECINCT NO. 4 JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

Certificate of Recording to-wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

I, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF 20, AT O'CLOCK M., AND DULY RECORDED ON THE DAY OF 20, AT O'CLOCK M., IN THE PLAT RECORDS OF JEFFERSON COUNTY, TEXAS, IN BOOK PAGE

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Certification of County Director of Engineering:

I, DON RAO, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

DIRECTOR OF ENGINEERING

Certification of Surveyor:

I, ANTHONY M. LEGER, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

Anthony M. Leger
ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481



Development Regulations Notes:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETJ note:

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

School District plat note:

THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT SCHOOL DISTRICT.

FEMA flood plain note:

PLATTED PARCELS OF THIS SUBDIVISION LIE WITHIN THE BOUNDARIES OF FLOOD ZONE C AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL # 480385-0280-C, DATED 11/20/91, FEMA FLOOD ZONE C DENOTES AREAS OF MINIMAL FLOODING.

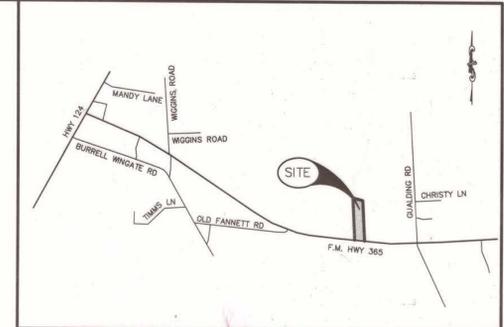
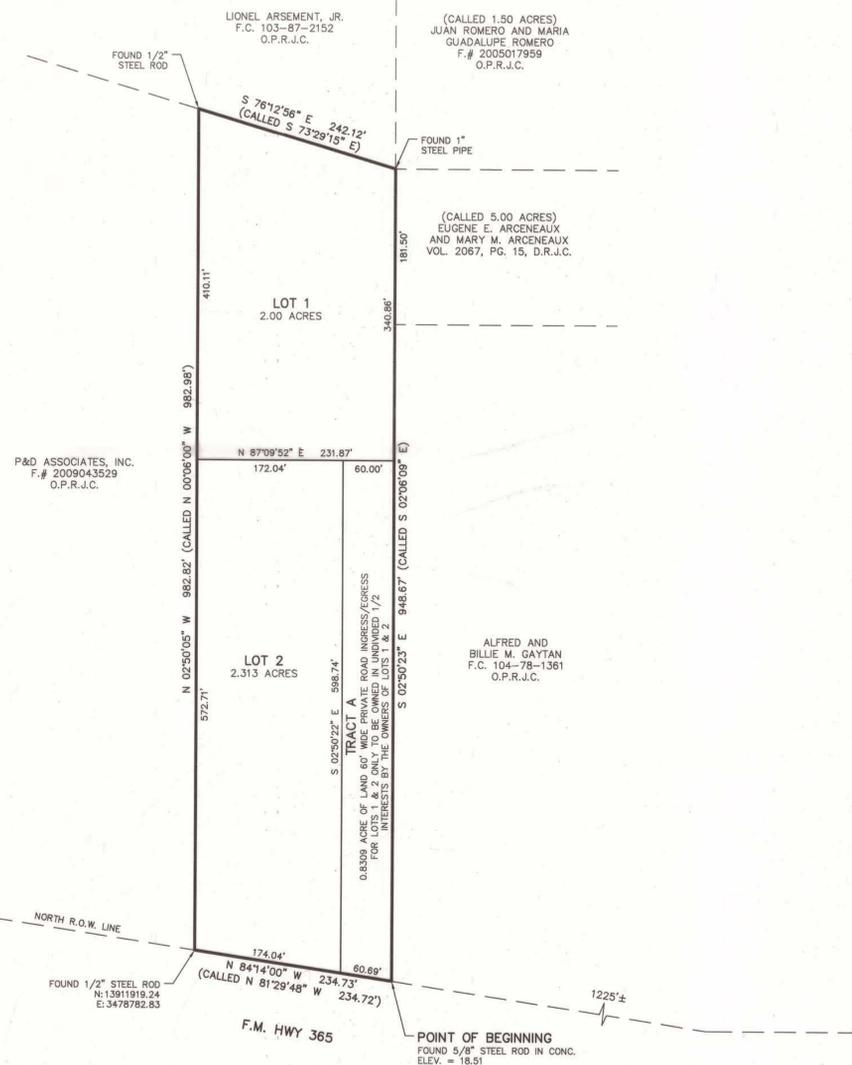
Utility notes:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: NONE
WATER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFFERSON MUNICIPAL WATER DISTRICT
SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON SITE SEWER FACILITY
CABLE UTILITY SERVICE WILL BE PROVIDED BY: NONE

Sewage Disposal Note:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

PLAT OF
GARY PLACE
5.144 ACRES OF LAND PART OF THE
MANUEL CHIRINO LEAGUE ABSTRACT
NO. 10 JEFFERSON COUNTY, TEXAS



VACINITY MAP
NOT TO SCALE

OUT OF THE 5.144 ACRES OF LAND
JEFFERSON COUNTY, TEXAS
BEING 5.144 acres of land out of and a part of the Manuel Chirino League, Abstract No. 10, Jefferson County, Texas; being all of a (Called 4.996) acre tract of land conveyed to Roland P. Gary and Debra D. Gary, recorded in File No. 2014031587, Official Public Records, Jefferson County, Texas and all of a (Called 0.1483) acre tract of land conveyed to Roland P. Gary and Debra D. Gary, recorded in File No. 2014034593, Official Public Records, Jefferson County, Texas; said 5.144 acre tract being more fully described by metes and bounds as follows, to-wit:
BEGINNING at a 5/8" steel rod in concrete for the Southeast corner of the (Called 4.996) acre tract on the North right of way line of a dedicated road named FM Highway 365; said 5/8" steel rod being the Southwest corner of a tract of land conveyed to Alfred and Billie M. Gaytan, recorded in Film Code 104-78-1361, Official Public Records, Jefferson County, Texas;
THENCE, North 84 deg., 14 min., 00 sec., West (Called North 81 deg., 29 min., 48 sec., West), on the North right of way line of said FM Highway 365, same being the South line of the (Called 4.996) acre tract, a distance of 234.73' (Called 234.72') to a 1/2" steel rod found for the Southeast corner of a tract of land conveyed to P & D Associates, Inc., recorded in File No. 2009043529, Official Public Records, Jefferson County, Texas; said 1/2" steel rod being the Southwest corner of the herein described tract; having a State Plane Coordinate of N: 13911919.24, E: 3578782.83;
THENCE, North 02 deg., 50 min., 05 sec., West (Called North 00 deg., 06 min., 00 sec., West), on the East line of said P & D Associates, Inc. tract, a distance of 982.82' (Called 982.98') to a 1/2" steel rod found for the Northeast corner of said P & D Associates, Inc. tract on the South line of a tract of land conveyed to Lionel Arsement, Jr., recorded in File No. 103-87-2152, Official Public Records, Jefferson County, Texas; said 1/2" steel rod being the Northwest corner of the herein described tract;
THENCE, South 76 deg., 12 min., 56 sec., East (Called South 73 deg., 29 min., 15 sec., East), on the South line of said Arsement, Jr. tract, a distance of 242.12' to a 1" steel pipe found for the Northwest corner of a (Called 5.00) acre tract of land conveyed to Eugene E. Arceneaux and Mary M. Arceneaux, recorded in Volume 2067, Page 15, Deed Records, Jefferson County, Texas; said 1" steel rod being the Southwest corner of a (Called 1.50) acre tract of land conveyed to Juan Romero and Maria Guadalupe Romero, recorded in File No. 2005017959, Official Public Records, Jefferson County, Texas; also being the Northeast corner of the herein described tract;
THENCE, South 02 deg., 50 min., 23 sec., East (Called South 02 deg., 06 min., 09 sec., East), on the West line of the (Called 5.00) acre tract, a distance of (Called 181.50') passing the Southwest corner of the (Called 5.00) acre tract, same being the Northwest corner of said Gaytan tract; continuing for a total distance of 948.67' to the POINT OF BEGINNING and containing 5.144 acres of land, more or less.
Note: Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83 (2011 Epoch)
Scale Factor = 0.999919051; Convergence Angle = 02 deg., 20 min., 10 sec.;
Reference Monument = NGS A38221
This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on November 13, 2014.
Roland P. Gary and Debra D. Gary
LS-14-0791-P

Pipeline Easement Note:
NO PIPELINE MARKERS WERE OBSERVED ON THE TRACT OF LAND.

Drainage Easement Note:
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

- SURVEYORS NOTES
1. SURVEYOR RECOMMENDS CALLING 811 TO PERFORM A LOCATE PRIOR TO ANY DESIGNING OR IMPLEMENTING IMPROVEMENTS, OR ANY PROCESS INVOLVING DIGGING.
 2. THIS PLAT DOES NOT WARRANT OWNERSHIP. THERE MAY BE EASEMENTS, OR OTHER MATTERS NOT SHOWN.
 3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE.
 4. COORDINATES, BEARINGS, DISTANCES AND ACREAGE ARE BASED ON STATE PLANE COORDINATE GRID SYSTEM, TEXAS-SOUTH CENTRAL ZONE NAD 83 (2011 EPOCH 12A) HAVING A CONVERGENCE ANGLE OF 2'20"10", A SCALE FACTOR OF 0.999919051, AND ARE REFERENCED TO NGS MON A38221 PUBLISHED ELEV. 11.90
 5. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "C". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 6/1/83, PANEL NO. 480385-0265-B
 6. ALL MONUMENTS ARE 1/2" STEEL RODS CAPPED "SOUTEX" UNLESS OTHERWISE SHOWN.

JOB NO. 14-0791-P DRAWN BY: T. CHASE SHEET 1 OF 1

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

**AGENDA ITEM****December 15, 2014**

Consider and possibly adopt a Resolution recognizing Ken Seholm for over 31 years of dedicated service to the Jefferson County MIS Department and to the citizens of Jefferson County and wishing him well in his retirement and future endeavors.



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBOIS
SERVICES

CHIEF RON HOBBS
NARCOTICS

RECEIVED
NOV 25 2014

To: Honorable Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Retiring – Office Specialist – Belinda J. Thompson

Date: December 1, 2014

Please place the following item on the Commissioners' Court agenda for
December 15, 2014.

Consider and possible adopt a Resolution recognizing Belinda J. Thompson for 22 years and 8 months of dedicated service as a Corrections Officer and an Office Specialist for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

Sincerely,

G. Mitch Woods, Sheriff
Jefferson County, Texas

BRENT A. WEAVER
Commissioner, Precinct No. 2

EVERETTE D. ALFRED
Commissioner, Precinct No. 4

EDDIE ARNOLD
Commissioner, Precinct No. 1

MICHAEL S. SINEGAL
Commissioner, Precinct No. 3

JEFF R. BRANICK
County Judge

SIGNED this _____ day of _____, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **CREIG MILLER** for his dedicated service as an employee of Jefferson County and wishes him well in his retirement.

WHEREAS, having made a significant contribution to the Jefferson County District Attorney's Office **CREIG MILLER**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by his friends and co-workers.

and
WHEREAS, **CREIG MILLER**, known for his high standards of professionalism and personal integrity, Creig won the respect of his colleagues, elected officials and other county employees;

WHEREAS, **CREIG MILLER**, has dedicated his talents and valuable services as an Attorney in the District Attorney's Office; and

WHEREAS, **CREIG MILLER**, has devoted 27 years of his life serving the people of Jefferson County with pride and professionalism; and

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 15th day of December, 2014, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following RESOLUTION was adopted:

STATE OF TEXAS
COUNTY OF JEFFERSON
§
§
§
COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

Resolution



Special, December 15, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, December 15, 2014