

**SPECIAL, 1/25/2016 1:30:00 PM**

BE IT REMEMBERED that on January 25, 2016, 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*  
*January 25, 2016*

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  
January 25, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **25th** day of **January 2016** at its regular meeting place in the Jury Impaneling room, Jefferson County Courthouse, 1085 Pearl Street, Beaumont, Texas. Until further notice.

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

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

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

**PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four**

## **PURCHASING:**

1. Consider and approve, execute, receive and file Change Order No. 3 for (IFB 14-008/KJS), Jefferson County Courthouse Mechanical and Safety Upgrades (Phase 5) with N&T Construction Company, Inc. for an increase of \$24,945.00 for the addition of pre-action fire protection coverage in Rooms 050 and 061, replacement and repair of additional termite damaged window sills and base, and addition of slab in-fills; bringing the total contract amount from \$4,619,253.10 up to \$4,644,198.10. This change order does not change the number of working days for either the original scope of work (electrical and HVAC upgrades) or the additional carpentry restoration services portion of this project.

**SEE ATTACHMENTS ON PAGES 9 - 18**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Consider and approve Software Licenses and Service Agreement between SunGard Public Sector Inc. and Jefferson County in the amount of \$106,040.00 and an annual maintenance fee of \$2,544.00. This is in accordance with an Inter-Local Agreement between Jefferson County and the City of Beaumont for the sharing of resources and costs for the implementation of a computer aided dispatch (CAD) system at the Sheriff's dispatch office approved on 1/19/2016.

**SEE ATTACHMENTS ON PAGES 19 - 39**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

3. Consider and approve inter-department transfer of 2000 Chevrolet Pickup Truck VIN #1GCGC29RXYF477479 from Road & Bridge, Precinct 2 to Airport as authorized by Local Government Code §262.011 (j).

**SEE ATTACHMENTS ON PAGES 40 - 41**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY AGRILIFE EXTENSION:**

4. Receive and consider a presentation by Dale Fritz, Ph.D., District Extension Administrator, Texas A&M AgriLife Extension Service, to introduce Mr. David Oates as a candidate for the vacant position of Jefferson County Extension Agent.

**Action: NONE**

**COUNTY AIRPORT:**

5. Consider, possibly and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas, the City of Nederland and the Nederland Economic Development Corporation regarding development of the airport property.

**SEE ATTACHMENTS ON PAGES 42 - 47**

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

**COUNTY AUDITOR:**

6. Consider and approve budget transfer - Road & Bridge Pct.4 - additional cost for repairs.

114-0405-431-4018	ROAD MACHINERY	\$5,000.00	
114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$5,000.00	
114-0402-431-3079	CRUSHED STONE		\$10,000.00

**SEE ATTACHMENTS ON PAGES 48 - 48**

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

7. Regular County Bills check #416536 through check #416732.

**SEE ATTACHMENTS ON PAGES 49 - 56**

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

## **COUNTY COMMISSIONERS:**

8. Consider re-appointing Commissioner Eddie Arnold and Don Rao as the primary and alternate voting members of the Jefferson- Orange- Hardin Regional Transportation Study (JOHRTS) Transportation Planning Committee (TPC).

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

9. Consider and possibly approve a Resolution recognizing Luther D. Miller for his 16 years and 5 months of service to Jefferson County Precinct # 4 and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 57 - 58**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

10. Consider and possibly approve creating a “No Thru Truck” zone on the following roads in Precinct #1 - East Lane, Main Lane, Shady Lane, West Lane.

**SEE ATTACHMENTS ON PAGES 59 - 59**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

11. Consider, possibly approve and authorize the County to execute Amendment No. 1 to the agreement between Jefferson County, Texas, the Department of the Army and the Sabine-Neches Navigation District of Jefferson County regarding the Jefferson County Shoreline Feasibility Study.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **ADDENDUMS**

12. Consider and possibly approve exempting Texas Parks & Wildlife Department from paying for security for a public hearing to present possible law and regulation changes related to hunting and fishing, meeting scheduled for March 2, 2016 in the Jury Impaneling Room from 7:00 pm-9:00 pm.

**SEE ATTACHMENTS ON PAGES 60 - 60**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

13. Consider and possibly approve an Amended Order Prohibiting Firearms from being brought into the Courthouse, sub-Courthouse and Courthouse and other offices essential to the operation of Courts pursuant to HB 910.

**SEE ATTACHMENTS ON PAGES 61 - 65**

**Action: TABLED**

## **JUVENILE PROBATION:**

14. Consider and possibly adopt a Resolution recognizing Elaine Madole for her 32 years of dedicated service to the Jefferson County Juvenile Probation Department and wishing her well in her retirement.

**SEE ATTACHMENTS ON PAGES 66 - 67**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **MAINTENANCE (BEAUMONT):**

15. Consider and possibly adopt a Resolution recognizing Salvador Barbosa for her 27 years of dedicated service to the Jefferson County Maintenance Department and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 68 - 69**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**RISK MANAGEMENT:**

16. Consider and possibly approve Commercial Property Insurance renewal with Berkshire/Axis, effective February 1, 2016, at an annual premium of \$1,060,048.00 (an 8.6% decrease from 2015).

**Motion by: Commissioner Alfred**

**Second by: County Judge Branick**

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

**Action: APPROVED**

17. Consider and possibly approve Boiler & Machinery Insurance renewal with Hartford Steam Boiler, effective February 1, 2016, at an annual premium of \$11,227.00 (an 8% increase from 2015).

**Motion by: Commissioner Alfred**

**Second by: County Judge Branick**

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

**Action: APPROVED**

18. Consider and possibly approve Excess Workers' Compensation & Liability Insurance renewal with Colony Insurance, effective February 1, 2016, at an annual premium of \$162,480.15 (a 2% increase from 2015).

**Motion by: Commissioner Alfred**

**Second by: County Judge Branick**

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

**Action: APPROVED**

19. Consider and possibly approve Government Crime Insurance renewal with Great American Insurance Company, effective February 1, 2016, at a flat annual renewal premium of \$4,600.00.

**Motion by: Commissioner Alfred**

**Second by: County Judge Branick**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*January 25, 2016*

20. Consider and possibly approve Brokerage Service Agreement renewal with McGriff, Siebels, & Williams, effective February 24, 2016, at a flat annual renewal premium of \$24,0000.00.

**SEE ATTACHMENTS ON PAGES 70 - 73**

**Motion by: Commissioner Alfred**

**Second by: County Judge Branick**

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

**Action: APPROVED**

**DISTRICT ATTORNEY:**

21. DISTRICT ATTORNEY: Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding matters that may require litigation. (Immediately following Commissioners' Court)

**Action: NONE**

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

# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address): Jefferson County Courthouse Phase 5 Mechanical and Safety Upgrades 1149 Pearl Street Beaumont, Texas 77701	<b>CHANGE ORDER NUMBER:</b> 003 <b>DATE:</b> 01/18/2016	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): N&T Construction Company, Inc. 1376 Lauren Avenue Beaumont, Texas 77701	<b>ARCHITECT'S PROJECT NUMBER:</b> 4806.000 (former BAI Project #13018) <b>CONTRACT DATE:</b> January 06, 2015 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
To Incorporate the scope as described in Change Proposal Requests:

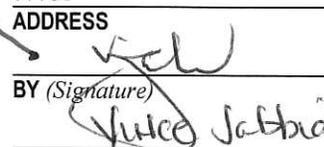
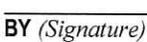
001R1 - Additional rooms added to pre-action fire sprinkler system	\$3,498.00
002 - Add fire wrap insulation to duct above Lobby # 141	\$5,746.00
003R1 - Additional Termite Damage Repair window sills & base	\$9,594.00
004 - Deck repairs at abandoned mechanical penetrations	\$6,107.00

The original Contract Sum was	\$	4,182,253.10
The net change by previously authorized Change Orders	\$	437,000.00
The Contract Sum prior to this Change Order was	\$	4,619,253.10
The Contract Sum will be increased by this Change Order in the amount of	\$	24,945.00
The new Contract Sum including this Change Order will be	\$	4,644,198.10

The Contract Time will be unchanged by (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is April 1, 2016

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Shepley Bulfinch</u> <b>ARCHITECT</b> (Firm name)	<u>N&amp;T Construction Company, Inc.</u> <b>CONTRACTOR</b> (Firm name)	<u>Jefferson County</u> <b>OWNER</b> (Firm name)
<u>55 Waugh Drive, Suite 450, Houston, Texas 77007</u> <b>ADDRESS</b>	<u>1376 Lauren Avenue, Beaumont, Texas 77701</u> <b>ADDRESS</b>	<u>1149 Pearl Street, Beaumont, TX 77701</u> <b>ADDRESS</b>
<u></u> <b>BY</b> (Signature)	<u></u> <b>BY</b> (Signature)	<u></u> <b>BY</b> (Signature)
<u>Ray D. Leiker, AIA, Principal</u> (Typed name)	<u>Vincent Jabbar</u> (Typed name)	<u>Honorable Jeff R. Branick, County Judge</u> (Typed name)
<u>1-18-16</u> <b>DATE</b>	<u>1-19-16</u> <b>DATE</b>	<u></u> <b>DATE</b>



**N&T CONSTRUCTION**GENERAL CONTRACTORS

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December 3, 2015

Mrs. Sandra Bauder  
Shepley Bulfinch  
55 Waugh Drive, Suite 450  
Houston, Texas 77007

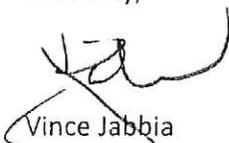
Re: Jefferson County Courthouse – Mechanical & Safety Upgrades Phase 5  
ASI 003-R1

Dear Sandra:

Attached is our Change Proposal Request #1R1 for adding pre-action fire protection coverage in Rooms 050 and 061 per ASI 003-R1.

Let me know if you have any questions.

Sincerely,



Vince Jabbia  
Vice President



**Coastal Sprinkler Inc.**  
**6233 Industrial Road**  
**Beaumont, Texas 77705**

Office: 409-842-0721  
 Fax: 409-842-1049  
 RME # 1738971-G  
 SCR# 0202

Jefferson County Courthouse Renovation  
 1149 Pearl Street  
 Beaumont, Texas

9-4-15

Change Order #2

Please disregard change order #1

Addition of Rooms 050, ~~061~~, ~~063~~ and ~~064~~ to the Pre-action System

*deleted per ASI 003-R1*

Overhead Piping

**Additional Equipment/Labor For Added Rooms**

3) Addressable Control Modules – Set Up (3) Fike 55-042

8) Addressable Spot-Type Smoke Detectors

Upsize of Pre-Action Valve Due To Addition Of Rooms and Fire Sprinkler Heads

EQUIPMENT COST: \$1,737.00

DESIGN COST: \$950.00

LABOR COST: \$2,440.00

MISC COST (FREIGHT, TRAVEL, PER DIEM): \$740.00

TOTAL: \$5,866.00

*- 2,733 = 3,133<sup>00</sup> Net add for Rooms 050 & 063 per Coastal Sprinkler*

Coastal Sprinkler Inc. to furnish survey, design, submittals, tools, labor and materials to add rooms 050, 061, 063 and 064 to be protected by a pre-action fire sprinkler system. The design and installation will be per NFPA 13 and local AHJ codes. The owner is responsible for maintaining 40 degrees Fahrenheit in all areas of the building. This work is figured to be done during regular working hours from 7:00 am to 3:30 pm Monday through Friday.

Exclusions: Painting or cleaning of pipe, Wood Coverage above Ceilings,

George Dearbonne  
 Coastal Sprinkler Inc.  
 6233 Industrial Road  
 Beaumont, Texas 77705  
 409-299-1081  
 gkdeer16@gmail.com





# MECHANICAL SPECIALTY SYSTEMS, LLC

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OFFICE  
4070 Washington Blvd.  
Beaumont, Texas 77705

OFFICE  
409.842.9400  
FAX  
409.842.9404

MAILING  
P.O. Box 22879  
Beaumont, Texas 77720

TACLA28209C  
TACLA51906E

September 22, 2015

To: N&T Construction

Attn: Vice Jabbia

Ref: Change Proposal to Add Fire Wrap to 40/24 R/A Ductwork  
Jefferson County Courthouse

Vince,

We have been instructed to add fire wrap insulation to the 40/24 Return Air ductwork on Sheet M-201 from the chase, across the Elevator Lobby 141, and terminating at the corridor East of the Vault and Toilet rooms.

Material:	\$ 3,119.00
Labor:	\$ 1,336.00
5% Overhead:	\$ 223.00
10% Mark-Up:	\$ 468.00
<b>Total Change Proposal:</b>	<b>\$ 5,146.00</b>

Please let me know if you have any questions.

Respectfully Submitted,

Ryan Rosson  
President  
Mechanical Specialty Systems, LLC

**N&T CONSTRUCTION**GENERAL CONTRACTORS

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January 13, 2016

Mrs. Sandra Bauder  
Shepley Bulfinch  
55 Waugh Drive, Suite 450  
Houston, Texas 77007

Re: Jefferson County Courthouse – Mechanical & Safety Upgrades Phase 5  
Work Changes Proposal Request (WCPR) 002 rev. 2

Dear Sandra:

Attached is our Change Proposal Request #3R1 for the replacement and repair of additional termite damaged window sills and base as described in your WCPR 002 rev.2.

If approved, we anticipate this work being performed during the month of February or early March.

Let me know if you have any questions.

Sincerely,



Vince Jabbia  
Vice President



Change Proposal No.: Three (3 R1)  
 Project: Jefferson County Courthouse - Mechanical & Safety Upgrades Phase 5  
 Date: January 13, 2016  
 Description of Change: Additional Termite Damage Repair per WCPR 002 Rev. 2

Description	Unit	Qty	Labor Unit Price	Labor Total	Material Unit Price	Material Total	Equip.	Sub	Totals
Remove & Replace Window Sills	Each	5		-	650.00	3,250.00		-	3,250.00
Remove & Replace Base	LF	18		-	20.00	360.00		-	360.00
Stain Window Sill / Trim Material	Each	5		-	130.00	650.00		-	650.00
Stain Wood Base	LF	18			7.50	135.00		-	135.00
Rough Carpentry @ Sills	Each	5			25.00	125.00		-	125.00
Rough Carpentry @ Base	LF	18			5.50	99.00		-	99.00
Plaster Patch at Windows	SF	30			35.00	1,050.00		-	1,050.00
Paint Walls	SF	535			2.25	1,203.75		-	1,203.75
									-
									-
									-
									-
									-
									-
<b>General Conditions</b>									
Supervision	Days	5	250.00	1,250.00					1,250.00
Cleanup Labor	Hours	16	20.00	320.00					320.00
Dumpster	Each	0.25	600.00	150.00					150.00
<b>Subtotal</b>									8,592.75
10% Contractor's Fee									859.28
<b>Subtotal</b>									9,452.03
Payment & Performance Bonds									141.78
<b>TOTAL CHANGE PROPOSAL</b>									<b>\$ 9,594</b>

**N&T CONSTRUCTION**GENERAL CONTRACTORS

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November 3, 2015

Mrs. Sandra Bauder  
Shepley Bulfinch  
55 Waugh Drive, Suite 450  
Houston, Texas 77007

Re: Jefferson County Courthouse – Mechanical & Safety Upgrades Phase 5  
Work Changes Proposal Request (WCPR) 003

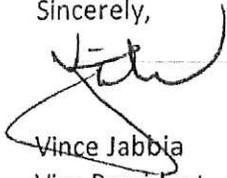
Dear Sandra:

Attached is our Change Proposal Request #4 for the slab in-fills at abandoned chases as described in your WCPR 003.

There will be no additional time required to perform this work.

Let me know if you have any questions.

Sincerely,



Vince Jabbia  
Vice President



CUSTOMER NO. \_\_\_\_\_; CONTRACT NO. \_\_\_\_\_

# SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

**SunGard Public Sector Inc.**

a Florida corporation  
with headquarters at:  
1000 Business Center Drive  
Lake Mary, FL 32746

**("SunGard Public Sector")**

AND

**Jefferson County**

with its principal place of business at

Jefferson County Courthouse  
1149 Pearl Street  
Beaumont, TX 77701

**(for purposes of this Agreement, "Customer")**

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by November 30, 2015.

**Jefferson County**

**SunGard Public Sector Inc.**

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

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

PRINT NAME: \_\_\_\_\_

PRINT NAME  
AND TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**T**HIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

**1. Definitions.**

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

“Object Code” means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

“Recipient” means the party receiving Confidential Information of the Discloser.

“Software Supplement” means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

“Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

## **2. Right to Grant License and Ownership.**

SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

## **3. License.** Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer’s own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

a) Software Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer’s computer operations.

b) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

c) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict “need to know” basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector’s prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

d) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

## **4. Services.**

a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector’s then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the

personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

## 6. Payment and Taxes.

a) Payment.

i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within

thirty (30) days from the date of invoice.

iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

c) Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

## 7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If,

despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

d) **FAILURE OF ESSENTIAL PURPOSE.** **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

8. **Confidential Information.** Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance.

9. **Indemnity by SunGard Public Sector.** SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A)

obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

**10. Term and Termination.**

a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

b) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

d) Termination Without Prejudice to Other Rights and Remedies. Termination of this

Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

**11. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

**12. Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

**13. Assignment.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

**14. No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. **Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. **LIMITATIONS OF LIABILITY.**

A) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

B) **EXCLUSION OF DAMAGES.** REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL

**DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

C) **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

**EXHIBIT 1**

Customer: Jefferson County

Delivery Address: Jefferson County Courthouse, 1149 Pearl Street. Beaumont, TX 77701

**SOFTWARE:**

Qty	Part #	Component System	License Fee	Initial Annual Improvement Fees (Contract Year 2)	Annual Support Type
		<i>Computer Aided Dispatch</i>			
3	CAD-CON-T1	ADDITIONAL CAD CONSOLE LICENSE	\$ 7,800.00	\$ 1,248.00	7x24
3	CAD-MAPD-T1	ADDITIONAL CAD MAP DISPLAY LICENSE	3,000.00	480.00	7x24
3	MCT-AVL-CAD-T1	CAD CLIENT AVL LICENSE	4,500.00	720.00	7x24
		<i>MCT</i>			
3	MCT-MIS-T8	LAN CLIENT LICENSE FOR MESSAGE SWITCH	600.00	96.00	7x24
		<b>TOTAL</b>	<b>\$ 15,900.00</b>	<b>\$ 2,544.00</b>	

## Software Notes:

1. Mobiles applications do not include AVL hardware.
2. The Contract Year commences on the Execution Date (or anniversary thereof) and continues for one year thereafter. Improvements for the initial Contract Year are provided at no charge. The "Initial Annual Improvement Fees" amount in the schedule above represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 4, Term, of the Software Maintenance Supplement attached hereto.
3. Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.
4. Customer's right to use the underlying Component Systems is strictly conditioned upon the execution of SunGard Public Sector's Agency Access Agreement by and among SunGard Public Sector, Customer, and City of Beaumont, TX

**SERVICES:**

Qty.	Part #	Description	Training	Project Management	Professional Services	Implementation
		<b>CAD Implementation Services</b>				
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT		\$ 13,440.00		
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION				\$ 21,160.00
1	CAD-MAP-IMPL	MAPPING IMPLEMENTATION				6,300.00
3	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES			\$ 1,920.00	
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	\$ 5,120.00			
3	CAD-USR-TRN	CAD USER TRAINING	19,200.00			
		<b>TOTAL SERVICES FEE:</b>	<b>\$ 24,320.00</b>	<b>\$ 13,440.00</b>	<b>\$ 1,920.00</b>	<b>\$ 27,460.00</b>

**Services Notes:**

- Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.
- Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.

**SUMMARY OF COSTS**

	Price
Component Systems	\$ 15,900.00
Services	67,140.00
<b>Total</b>	<b>\$ 83,040.00</b>
Initial Annual Improvement Fees (Contract Year 2)	\$ 2,544.00

**APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

**The amounts noted above shall be payable as follows:**

License Fee: 100% on the Execution Date.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, upon completion.

Professional Services Fees: On invoice daily, as incurred.

Implementation Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

Improvements Fees: Improvements for the initial Contract Year are provided at no charge. The "Initial Annual Improvement Fees" amount in the table above represents the Improvements fee for the Second Contract Year. Improvement fees are due thirty (30) days prior to the commencement of Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

**EQUIPMENT:** Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports

the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations.

## DESCRIPTIONS:

Part Number: CAD-CON-T1

Description: ADDITIONAL CAD CONSOLE LICENSE

Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate the CAD system.

Part Number: CAD-MAPD-T1

Description: ADDITIONAL CAD MAP DISPLAY LICENSE

Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with the CAD system. Each license represents one workstation, not concurrent user.

Part Number: MCT-AVL-CAD-T1

Description: CAD CLIENT AVL LICENSE

Long Description: SunGard OSSI's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

Long Description: 15 days of services related to CAD implementation, consisting of: Four (4) days of advisory consultation to assist with Customer questions and requests throughout the project Three periodic CAD data audits, in which SunGard reviews and provides feedback on the Customer's progress in configuration the application (5 days total). Three (3) SunGard resources for two days each of on-site Go Live support. Support to be provided during weekday standard business hours (7 a.m.-7 p.m.) and not to exceed 8 hours per resources in a 24-hour period.

Part Number: CAD-MAP-IMPL

Description: MAPPING IMPLEMENTATION

Long Description: Up to 4.5 days of services related to implementation of mapping for use with the ONESolution applications (CAD and/or RMS). Beaumont will be converting the map but some SunGard assistance may be needed. 4.5 days = \$6,300

Part Number: CAD-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES - CAD Roster Module Training \$640 from Beaumont System. 3 classes for 3 shifts.

Long Description: Services provided by SunGard OSSI product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING - 4 days of abbreviated CAD Maintenance Training. 3 days onsite and 1 day of prep and follow up. = 4 days total.

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = 4 days

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING - 3 classes for 3 shifts for CAD user training.

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 4 days plus one (1) day of prep. 3 classes for 3 shifts.

Part Number: MCT-MIS-T8

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH - for TCIC/NCIC access....Required for CAD for TCIC/NCIC communication

Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Message Switch.

The Message Switch Client provides the following functions:

- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard's standard State/NCIC queries

## GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems (“GIS”), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer’s street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer’s obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer’s street inventory and attribute data are reviewed by SunGard Public Sector’s editing/data validation utility tool (“Validation Tool”). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

## GENERAL PROJECT CONDITIONS SUPPLEMENT

<b>General Project Conditions - Applies to Entire Project</b>
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- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network. Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
  - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
  - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
  - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

- Item 8:** In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:
- i. Dedicated Line
  - ii. Any encryption to meet State and FBI requirements
  - iii. DSU to State
  - iv. Any wireless carrier charges and setup
  - v. Any installation Charges
  - vi. Recurring charges or costs
  - vii. Surcharges by the State
- Item 9:** The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.
- Item 10:** SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.
- Item 11:** Virtual Environment Platform
- Infrastructure Overview.  
The server hardware may be made up of physical servers, virtual servers (using VMware ESX or Hyper-V), or a combination of the two, provided, however, that following conditions apply.
- Customer and VMware are responsible for selecting the appropriate VMware application software and solution.
- VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.
- The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.
- SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.
- Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

## SOFTWARE MAINTENANCE SUPPLEMENT

Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Software Maintenance Supplement (the Maintenance Supplement), and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Maintenance Supplement. Accordingly, the parties agree as follows:

### 1. Additional Definitions.

“Contract Year” means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Execution Date or the anniversary thereof, and ending one (1) year thereafter.

“Custom Modification” means a change that SunGard Public Sector has made at Customer’s request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Appendix 1.

“Defect” has the meaning ascribed to that term in the License and Services Agreement to which this Maintenance Supplement is a part of, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector’s control.

“Enhancements” means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

“Improvements” means, collectively, Maintenance, Enhancements and New Releases provided under this Maintenance Supplement.

“Maintenance” means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the “Maintenance Standards”) relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Appendix 1.

“New Releases” means new editions of a Baseline Component System or Custom Modification, as applicable.

“Notification” means a communication to SunGard Public Sector’s help desk by means of: (i) SunGard Public Sector’s web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector’s then-current policies and procedures for submitting such communications.

### 1. Services.

a) Types of Services. During the term of this Maintenance Supplement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License and Services Agreement Supplement to which this Maintenance Supplement is a part of, and this Maintenance Supplement. SunGard Public Sector’s obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to

perform its obligations under this Maintenance Supplement, including remote access to the Equipment.

2. Payment and Taxes.

a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Initial Annual Improvement Fees" for the second Contract Year. Improvements for the initial Contract Year are provided at no charge. For each Contract Year subsequent to the second Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Maintenance Supplement, the Improvements, any services provided or payments made under this Maintenance Supplement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Maintenance Supplement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

3. Term. This Maintenance Supplement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Maintenance Supplement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Maintenance Supplement for the second Contract Year. After the second Contract Year, this Maintenance Supplement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Maintenance Supplement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

Upon termination of the Maintenance Supplement with respect to a Component System provided under the Agreement, notwithstanding anything contrary in the Agreement, Customer may continue using the Component System for the remainder of the term of the Agreement; however, (i) SunGard Public Sector will discontinue providing all on-going Maintenance services and Improvements, including SunGard Public Sector's obligations under this Maintenance Supplement, (ii) any SunGard Public Sector warranties under the Agreement and this Maintenance Supplement with respect to the Component System for which Maintenance services are terminated shall cease to apply for the period following termination, and (iii) SunGard Public Sector shall have no liability with respect to Customer's use of the Component System for which Maintenance services are terminated after termination of the Maintenance Supplement Term.

4. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD**

**PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

5. Termination. A party has the right to terminate this Maintenance Supplement if the other party breaches a material provision of this Maintenance Supplement. Either party has the right to terminate this Maintenance Supplement at any time while an event or condition giving rise to the right of termination exists. To terminate this Maintenance Supplement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Maintenance Supplement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Maintenance Supplement will be without prejudice to the terminating party's other rights and remedies pursuant to this Maintenance

Supplement.

6. LIMITATIONS OF LIABILITY.

A) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

B) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

C) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS MAINTENANCE SUPPLEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS MAINTENANCE SUPPLEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**Appendix 1**  
**TO THE SOFTWARE MAINTENANCE SUPPLEMENT**

**Maintenance Standards**

- I. Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").
- II. Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.  A resolution plan details the steps necessary to understand and possibly resolve the issue.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	
<b>Non-Critical</b> 3	A support issue shall be considered <b>Non-Critical</b> when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
<b>Minor</b> 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

\* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.

Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.

## AGENCY ACCESS SUPPLEMENT

### AGENCY ACCESS AGREEMENT

Whereas, City of Beaumont, TX (“**Customer**”) and SunGard Public Sector Inc. (“**SunGard Public Sector**”) entered into that certain Supplement to Agreement for H.T.E. Inc. Licensed Programs dated December 29, 2005 (“Licensee Agreement”); and

Whereas, Jefferson County, Texas (“**Accessor**”) desires to obtain access to and a limited right of use Software licensed by Customer under the Licensee Agreement (the “Accessed Software”). In order that Accessor obtain such limited right of access and use, SunGard Public Sector and Accessor are entering into this Agreement (the “Access Agreement”).

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Limited Right of Access. SunGard Public Sector has granted Customer permission to allow Accessor to have access to Licensee’s instance of the Accessed Software, subject to the terms, conditions and restrictions provided for in this Access Agreement. The Accessed Software consists of the following:

#### ALL SOFTWARE APPLICATIONS UNDER THE LICENSEE AGREEMENT

2. Right of Termination. SunGard Public Sector has right to terminate this Access Agreement, and accordingly, Accessor’s access to the Accessed Software, upon any breach of this Access Agreement. To terminate this Access Agreement, SunGard Public Sector will provide notice of such breach to Customer and Accessor (as appropriate), and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to SunGard Public Sector’s reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, Accessor’s right to access the Accessed Software will be deemed terminated, without any further action by any party.

3. Accessor Software Constitutes Confidential Information of SunGard Public Sector. Accessor acknowledges and agrees that Accessed Software constitutes confidential, proprietary information of SunGard Public Sector, and is and will remain the sole property of SunGard Public Sector. Accessor agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor shall hold in confidence the SunGard Public Sector proprietary information for its benefit and internal use only by its employees on a strict “need to know” basis.

4. Obligations of SunGard Public Sector, Right of Accessor Regarding Accessed Software. Accessor’s right to use the Accessed Software is derivative of Customer’s license to use the Accessor Software under the terms and conditions of the Licensee Agreement. SunGard Public Sector is not deemed to have granted Accessor any license to use the Accessor Software by virtue of this Access Agreement. Any such license can only be effected by the execution by Accessor and SunGard Public Sector of a definitive written software license agreement between SunGard Public Sector and Accessor that, by its express terms, purports to provide such a right of license to Accessor. SunGard Public Sector will have no obligations whatsoever to Accessor in connection with the Accessed Software. **AS BETWEEN SUNGARD PUBLIC SECTOR AND ACCESSOR, THE ACCESSED SOFTWARE IS MADE AVAILABLE ON AN “AS IS” BASIS. SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER TO ACCESSOR REGARDING THE ACCESSED SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY TO OR THROUGH ACCESSOR UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE ACCESSED SOFTWARE, IN WHOLE OR IN PART.**

**EXHIBIT 2**

## SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard Public Sector will adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.**

**AIR TRAVEL** – SunGard Public Sector will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard Public Sector shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** –Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more SunGard Public Sector employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard Public Sector shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard Public Sector auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – SunGard Public Sector staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

### MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner

SunGard Public Sector Inc.  
 4000 OSSI Ct - High Point, NC 27265 -  
 Phone: (336) 885-0911 - Fax: (336) 885-5329 - Email: snaegeli@hteinc.com

# SUNGARD® PUBLIC SECTOR

## Budgetary Quote

Date	Quote #	Acct Mgr
10/14/15	SSFDO2015	Steve Naegeli

Quote Prepared For:

Jefferson County Sheriff's Office  
 Attn: Major John Shaubeger  
 1001 Pearl St  
 Beaumont, TX 77701

The quote is an option for Jefferson County to add on to the Beaumont Police system for CAD only.

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
<i>Computer Aided Dispatch</i>					
3	CAD-CON-T1	ADDITIONAL CAD CONSOLE LICENSE	\$2,600	\$7,800	\$1,248 7x24
3	CAD-MAPD-T1	ADDITIONAL CAD MAP DISPLAY LICENSE	\$1,000	\$3,000	\$480 7x24
3	MCT-AVL-CAD-T1	CAD CLIENT AVL LICENSE	\$1,500	\$4,500	\$720 7x24
				SubTotal:	\$15,300
CAD Implementation Services					
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT	\$13,440	\$13,440	- n/a
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION	\$21,160	\$21,160	- n/a
1	CAD-MAP-IMPL	MAPPING IMPLEMENTATION	\$6,300	\$6,300	- n/a
3	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CAD Roster Module Training \$640 from Beaumont System. 3 classes for 3 shifts.	\$640	\$1,920	- n/a
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING - 4 days of abbreviated CAD Maintenance Training. 3 days onsite and 1 day of prep and follow up. = 4 days total.	\$5,120	\$5,120	- n/a
3	CAD-USR-TRN	CAD USER TRAINING - 3 classes for 3 shifts for CAD user training.	\$6,400	\$19,200	- n/a
				SubTotal:	\$67,140
3	MCT-MIS-T8	LAN CLIENT LICENSE FOR MESSAGE SWITCH - for TCIC/NCIC access....Required for CAD for TCIC/NCIC communication	\$200	\$600	\$96 7x24
				SubTotal:	\$600
				Running SubTotal:	\$83,040

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
Estimated - Travel and Living Expenses - CAD, RMS, MCT, INT					
1	CAD-LE	LIVING EXPENSES FOR CAD IMPLEMENTATION SERVICES	\$13,000	\$13,000	- n/a
1	CAD-TE	TRAVEL EXPENSES FOR CAD SERVICES	\$7,500	\$7,500	- n/a
1	MCT-LE	LIVING EXPENSES FOR MCT IMPLEMENTATION SERVICES	\$1,500	\$1,500	- n/a
1	MCT-TE	TRAVEL EXPENSES FOR MCT IMPLIMENTATION SERVICES	\$1,000	\$1,000	- n/a
SubTotal:				\$23,000	
Total:				\$106,040	\$2,544

This quote is valid until 11/30/15



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

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in blue ink, appearing to be "DC", is written over the name "Deborah Clark".

Date: January 20, 2016

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of 2000 Chevrolet Pickup Truck VIN #1GCGC29RXYF477479 from Road & Bridge #2 to Airport as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING
	PROPERTY			PROPERTY
2000 CHEVROLET PICKUP TRUCK	ROAD & BRIDGE #2	1GCGC29RXYF477479	25157	AIRPORT

Approved by Commissioners' Court: \_\_\_\_\_



## **AGENDA**

**January 25, 2016**

Consider, possibly and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas, the City of Nederland and the Nederland Economic Development Corporation regarding development of the airport property.

THE STATE OF TEXAS                   §  
   §  
 COUNTY OF JEFFERSON               §

**INTERLOCAL AGREEMENT FOR CONSTRUCTION  
 OF AIRPORT DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS**

**WHEREAS**, on or about 2010, the City of Nederland (herein the “City”), with the consent of Jefferson County (herein the “County”) and other entities, annexed property within the grounds of the Jack Brooks Regional Airport (herein the “Airport”) managed and controlled by the County; and

**WHEREAS**, the Parties to this Agreement, which consist of the City, the Nederland Economic Development Corporation (hereinafter called “NEDC”) and the County, agree that it would be advantageous to all Parties to provide opportunities for the commercial development of certain portions of the City annexed portion of the Airport property (herein the “Property”); and

**WHEREAS**, the NEDC, tasked with assisting the economic development of the City, has agreed to provide certain funding opportunities to the County to expedite the completion of certain infrastructure improvements necessarily associated with the commercial development of the Property; and

**WHEREAS**, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; and

**WHEREAS**, the governing bodies of each party find that the performance of this agreement is in the common interest of all parties.

**NOW THEREFORE, BE IT RESOLVED** that the parties, pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act) each acting through their respective governing bodies, hereby enter into this Interlocal Agreement (herein the “Agreement”).

**I. RECITALS**

All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.

**II. PURPOSE**

The purpose of this agreement is to provide funding opportunities (herein the “NEDC Funding”) for construction by the NEDC of certain infrastructure improvements to the Property necessary to allow for the commercial development of that portion of the Airport Property immediately adjacent to the Highway 69 frontage road (herein the “Project”), and to allow for repayment of the NEDC Funding from income sources, not yet available to the County, but which income sources will be made available and/or

created from completion of the Project. The Property and the location of the Project are as detailed in Exhibit "A" attached hereto.

### III. Scope of Agreement

(a) The Parties have been advised that until such time as certain infrastructure improvements (herein the "Infrastructure") to the Property have been completed, including (i) drainage improvements, (ii) potable water access improvements and (iii) sewer access improvements, the commercial development of the Property will be significantly delayed, if not precluded. The Parties have received estimates that the cost of completion of said Infrastructure and related improvements are estimated to be in the range of \$1,000,000.00 to a high of \$2,000,000.00. Developers (herein the "Developer"), originally retained by the County and the Airport, have advised that until commitments for the construction of such Infrastructure are completed, binding and enforceable tenant commitments (herein the "Tenant Commitments") cannot be finalized.

(b) The NEDC has agreed to provide funding (the "NEDC Funding"), in an amount **NOT TO EXCEED \$2,000,000.00**, for completion of construction of the Infrastructure, with the actual tender of said NEDC Funding being **expressly subject to** disclosure and production to the Parties, including the County, the NEDC and the City, of binding and enforceable Tenant Commitments for development and occupation of the Property, with said Tenant Commitments (whether produced by developers or otherwise) being in numbers, form and content (to include information as to total proposed tenant build out improvements and verification of funding) acceptable to the NEDC and the other Parties, in their sole discretion. In the event of receipt and verification of Tenant Commitments acceptable to the NEDC and the other Parties, (i) the NEDC will commence construction of the Infrastructure improvement as soon as reasonably practicable and the City and County Engineering Departments shall retain oversight authority and specifications approval to assure all City and County standards are met, and (ii) the NEDC will, at the option of the County and/or the Airport, either reimburse the County/Airport the actual costs incurred in completion of the Infrastructure improvements detailed herein or will pay same directly on behalf of the County/Airport, subject to the maximum limitation detailed herein. Payment/reimbursement by the NEDC will be subject only to (i) reasonable verification that the expense being paid and/or reimbursed is related to the actual construction of the subject Infrastructure improvements detailed herein and (ii) to the extent any such improvements are to be maintained by the City, confirmation by the City that the Infrastructure improvements are constructed in compliance with City requirements otherwise applicable to similarly constructed improvements.

(c) The County agrees to reimburse to the NEDC the NEDC Funding actually and finally advanced pursuant to this Agreement, with the repayment/reimbursement by the County being tendered through all net collections actually received by the County from the development of the Property, including particularly (i) all ground lease payments received by the County related to the Property, (ii) **not less than fifty (50.0%)** of all ad valorem tax payments received by the County on all real property leasehold improvements constructed on the Property and (iii) **not less than fifty (50.0%) percent** of all business personal property and inventory ad valorem tax payments received by the County from businesses and/or entities (herein the "Tenants") occupying any leasehold improvements constructed on the Property. Payments by the County to the NEDC of said funds shall be tendered within thirty (30)

days of actual receipt of said funds by the County. Alternatively, the County, at its sole option, may authorize direct payment to the NEDC by the Developer and/or the Tenants, of the funds detailed hereinabove, with said direct payments to continue, at the option of the County, until the net aggregate NEDC Funding actually paid by the NEDC has been repaid in full.

#### **IV. TERM OF AGREEMENT**

The Effective Date of this Agreement shall be \_\_\_\_\_, 2016.

This Agreement will be in effect for one year from the Effective Date hereof and will be considered automatically renewed for each succeeding year until the NEDC Funding contemplated herein has been repaid in full, as contemplated herein, by the County, whether through sources contemplated herein or from other sources.

#### **V. AMENDMENTS**

Amendments may be made to this Agreement upon the approval of the governing bodies of the City, the County and the NEDC.

#### **VI. WITHDRAWING FROM OR JOINING AGREEMENT**

A party may withdraw from this Agreement, following a vote of its governing body, provided it has notified the other parties hereto of such action in writing at least 60 days before the intended withdrawal date. Withdrawal shall not relieve the withdrawing party of any obligations incurred prior to the withdrawal.

#### **VII. TERMINATION**

This Agreement may be dissolved at any time by the written consent of a majority of the parties, in the event of the dissolution of the Agreement, whether voluntary or involuntary or by operation of law. Notwithstanding the foregoing, in the event of said termination, to the extent all or any portion of the NEDC Funding contemplated by this Agreement has been completed prior to the date of termination, the repayment obligation of the County shall survive such termination and shall remain enforceable, in all respects, until such repayment has been completed or until such repayment obligation has been waived, in whole or in part, by the NEDC and approved by the City.

#### **VIII. CURRENT REVENUES**

Each party shall pay for the performances of services and/or funding required pursuant to this agreement from then current revenues.

#### **IX. DISCRIMINATION**

No one, on the grounds of race, creed, color, national origin, disability, age, or gender, shall be subject to discrimination in the performance of this Agreement.

#### **X. FORCE MAJEURE**

Neither Party shall be deemed in violation of this Agreement if it cannot perform any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

#### **XI. MISCELLANEOUS PROVISIONS**

(a) Venue: Venue for any lawsuit involving this agreement shall be in Jefferson County, Texas.

(b) Choice of Law: This Agreement is governed by the laws of the State of Texas

(c) Entire Agreement: This Agreement constitutes the entire agreement between the NEDC, the City and the County, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.

(d) Exhibits: All exhibits, if any, are attached and are incorporated into the agreement.

(e) Partial Invalidity: If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

(f) Survival: Any provisions which by their terms survive the termination of this agreement shall bind its legal representatives, heirs, and assigns as set forth herein.

(g) Assignment: The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.

(h) Benefits: This agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.

(i) Amendments: This agreement can be supplemented and/or amended only by a dated written document executed by both parties.

(j) Gender: Words or any gender used in this agreement shall be held and constructed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(k) Multiple Copies: This agreement may be executed in multiple counterparts each of which constitutes an original.

(l) Article and Section Headings: The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

(m) Misspelled Words: Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

This agreement shall take effect upon execution by all signatories hereinbelow.

**Jefferson County**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**City of Nederland**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Nederland Economic Development Corporation**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**EVERETTE "BO" ALFRED**  
 COUNTY COMMISSIONER  
 PRECINCT 4  
 P.O. Box 4025  
 Beaumont, Texas 77704-4025

**SHEDRICK D. EVANS**  
 Executive Assistant

**KENNETH MINKINS**  
 Superintendent  
 Precinct 4 - Service Center

## MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct # 4

Date: January 14, 2016

RE: Transfer Funds

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Please transfer **\$5,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431-40.18 (Road Machinery); and

Please transfer **\$5,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-08 (automobiles and trucks) for additional cost of equipment repairs.

Thank you.

EA/nr

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	238.40	416617	238.40**
ROAD & BRIDGE PCT.#1			
ENTERGY	92.16	416570	
TEXAS WORKFORCE COMMISSION	2,708.16	416615	
UNITED STATES POSTAL SERVICE	2.50	416640	2,802.82**
ROAD & BRIDGE PCT.#2			
KAY ELECTRONICS, INC.	221.75	416574	
SHERWIN-WILLIAMS	143.64	416597	
SMART'S TRUCK & TRAILER, INC.	23.91	416598	
CENTERPOINT ENERGY RESOURCES CORP	114.56	416661	
NEW WAVE WELDING TECHNOLOGY	6.82	416674	510.68**
ROAD & BRIDGE PCT. # 3			
GULF COAST AUTOMOTIVE, INC.	254.14	416568	
ENTERGY	27.84	416570	
MUNRO'S	18.23	416585	
OFFICE DEPOT	48.23	416587	
TIME WARNER COMMUNICATIONS	85.52	416607	
WALMART COMMUNITY BRC	110.73	416638	
PETROLEUM SOLUTIONS, INC.	134.00	416658	
CENTERPOINT ENERGY RESOURCES CORP	30.13	416661	
CENTERPOINT ENERGY RESOURCES CORP	34.46	416662	
SAM'S CLUB DIRECT	73.90	416697	817.18**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - LANDFILL	25.00	416550	
COASTAL WELDING SUPPLY	46.50	416558	
COTTON CARGO	199.80	416560	
GULF COAST SCREW & SUPPLY	10.50	416569	
M&D SUPPLY	35.77	416580	
MUNRO'S	144.58	416585	
TEXAS WORKFORCE COMMISSION	4,021.00	416615	
KENNETH MINKINS	49.00	416650	
MARTIN PRODUCT SALES LLC	141.01	416666	
NATALIE ROBERTS	2.00	416672	
SAM'S CLUB DIRECT	1,188.61	416697	
ASCO	203.00	416702	6,066.77**
PARKS & RECREATION			
WALMART COMMUNITY BRC	45.95	416638	45.95**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	1,794.95	416640	1,794.95*
COUNTY HUMAN RESOURCES			
SALGBA MEMBERSHIP	250.00	416541	
MOORMAN & ASSOCIATES, INC.	300.00	416584	
PRE CHECK, INC.	49.50	416629	
UNITED STATES POSTAL SERVICE	2.91	416640	602.41*
AUDITOR'S OFFICE			
CDW COMPUTER CENTERS, INC.	96.99	416625	
UNITED STATES POSTAL SERVICE	24.52	416640	121.51*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	288.87	416640	
RICOH USA INC	445.08	416698	733.95*
COUNTY JUDGE			

NAME	AMOUNT	CHECK NO.	TOTAL
JAN GIROUARD & ASSOCIATES	400.00	416565	
UNITED STATES POSTAL SERVICE	6.24	416640	
THE YOES LAW FIRM, LLP	500.00	416664	
FRANCES BLAIR BETHEA	500.00	416680	
DUNHAM HALLMARK PLLC	500.00	416689	
THE DAWS LAW FIRM PLLC	500.00	416709	
			2,406.24*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	10.83	416640	
COUNTY TREASURER			10.83*
UNITED STATES POSTAL SERVICE	208.66	416640	
PURCHASING DEPARTMENT			208.66*
UNITED STATES POSTAL SERVICE	4.90	416640	
GENERAL SERVICES			4.90*
TIME WARNER COMMUNICATIONS	191.75	416609	
TEXAS WORKFORCE COMMISSION	7,868.35	416615	
TRI-CITY COFFEE SERVICE	120.30	416617	
TEXAS COFFEE COMPANY	99.70	416624	
TOWER COMMUNICATIONS, INC.	2,435.00	416637	
WALMART COMMUNITY BRC	61.66	416638	
DYNAMEX INC	192.10	416708	
			10,968.86*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	428.93	416640	
ELECTIONS DEPARTMENT			428.93*
HERNANDEZ OFFICE SUPPLY, INC.	161.73	416571	
UNITED STATES POSTAL SERVICE	176.97	416640	
DISTRICT ATTORNEY			338.70*
UNITED STATES POSTAL SERVICE	235.70	416640	
PATRIOT GROUP	644.00	416667	
DISTRICT CLERK			879.70*
TRI-CITY COFFEE SERVICE	136.80	416617	
UNITED STATES POSTAL SERVICE	176.47	416640	
CRIMINAL DISTRICT COURT			313.27*
UNITED STATES POSTAL SERVICE	12.69	416640	
CAROLYN WIEDENFELD	600.00	416647	
LANGSTON ADAMS	4,550.00	416649	
JOEL WEBB VAZQUEZ	600.00	416659	
JAMES R. MAKIN, P.C.	2,216.24	416687	
ALEX BILL III	800.00	416688	
SAMUEL & SON LAW FIRM PLLC	1,600.00	416719	
			10,378.93*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.39	416640	
60TH DISTRICT COURT			1.39*
UNITED STATES POSTAL SERVICE	39.78	416640	
136TH DISTRICT COURT			39.78*
UNITED STATES POSTAL SERVICE	5.41	416640	
252ND DISTRICT COURT			5.41*
DAVID GROVE	800.00	416545	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	176.35	416640	
JOEL WEBB VAZQUEZ	900.00	416659	
JAMES R. MAKIN, P.C.	3,445.66	416687	
SAMUEL & SON LAW FIRM PLLC	800.00	416719	
O'CONNOR'S	280.00	416730	
			6,402.01*
279TH DISTRICT COURT			
TONYA CONNELL TOUPS	75.00	416669	
JONATHAN L. STOVALL	75.00	416686	
DANE DENNISON	225.00	416713	
JOHN WOOLDRIDGE	105.84	416720	
MELANIE AIREY	75.00	416721	
GORDON D FRIESZ	75.00	416725	
			630.84*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	4.55	416640	
JUSTICE COURT-PCT 1 PL 1			4.55*
UNITED STATES POSTAL SERVICE	23.32	416640	
JUSTICE COURT-PCT 6			23.32*
UNITED STATES POSTAL SERVICE	44.95	416640	
JUSTICE COURT-PCT 7			44.95*
TEXAS MUNICIPAL COURT - JUSTICE	36.00	416616	
JUSTICE OF PEACE PCT. 8			36.00*
TEXAS JUSTICE CT.JUDGES ASSOC., INC.	50.00	416665	
COUNTY COURT AT LAW NO.1			50.00*
UNITED STATES POSTAL SERVICE	.83	416640	
COUNTY COURT AT LAW NO. 2			.83*
DAVID GROVE	250.00	416545	
EDWARD B. GRIPON, M.D., P.A.	595.00	416567	
UNITED STATES POSTAL SERVICE	19.14	416640	
JOEL WEBB VAZQUEZ	250.00	416659	
ANTOINE FREEMAN	250.00	416670	
THE PARKER LAW FIRM	300.00	416679	
JARED GILTHORPE	250.00	416714	
			1,914.14*
COUNTY COURT AT LAW NO. 3			
DAVID W BARLOW	300.00	416552	
KARLA J. M. ROGERS	250.00	416593	
UNITED STATES POSTAL SERVICE	21.29	416640	
SAMUEL & SON LAW FIRM PLLC	250.00	416719	
			821.29*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.73	416640	
MEDIATION CENTER			1.73*
TEXAS DRC DIRECTOR'S COUNCIL	200.00	416542	
MARKET BASKET	159.30	416581	
SOUTHEAST TEXAS WATER	75.60	416600	
TEXAS ASSN. OF MEDIATORS	100.00	416611	
TEXAS ASSN. OF MEDIATORS	280.00	416612	
TEXAS ASSN. OF MEDIATORS	75.00	416613	
UNITED STATES POSTAL SERVICE	9.15	416640	
TEXAS MEDIATION TRAINERS ROUNDTABLE	25.00	416643	
TEXAS MEDIATION TRAINERS ROUNDTABLE	125.00	416644	
			1,049.05*
SHERIFF'S DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
MARK R. DUBOIS	140.72	416540	
FAST SIGNS, INC.	6.00	416563	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,867.00	416573	
MOORMAN & ASSOCIATES, INC.	1,500.00	416584	
ZEE MEDICAL SERVICE	159.98	416620	
UNITED STATES POSTAL SERVICE	1,232.69	416640	
PCM-G	394.20	416677	
ERIN TECHNOLOGY LLC	700.00	416691	
LONE STAR UNIFORMS	4,450.61	416727	10,451.20*
CRIME LABORATORY			
ACCUTOX, INC.	1,133.74	416539	
LYNN PEAVEY CO., INC.	436.50	416579	
LOWE'S HOME CENTERS, INC.	241.32	416645	
LIPOMED	66.00	416683	
ASSOC OF FIREARMS&TOOLMARK EXAMINER	100.00	416693	1,977.56*
JAIL - NO. 2			
AAA LOCK & SAFE	260.00	416536	
BOB BARKER CO., INC.	14,553.25	416551	
CITY OF BEAUMONT - WATER DEPT.	16,367.60	416557	
COASTAL WELDING SUPPLY	289.98	416558	
ECOLAB	399.90	416562	
W.W. GRAINGER, INC.	141.84	416566	
HERNANDEZ OFFICE SUPPLY, INC.	3,242.06	416571	
KOMMERCIAL KITCHENS	32.99	416576	
M&D SUPPLY	10.12	416580	
MOORE SUPPLY, INC.	1,689.41	416583	
OFFICE DEPOT	111.92	416587	
OLMSTED-KIRK PAPER	517.20	416588	
PETTY CASH - SHERIFF'S OFFICE	570.04	416590	
SANITARY SUPPLY, INC.	3,694.31	416595	
ADVANCED SYSTEMS & ALARM SERVICES,	873.00	416627	
SPENCE MACHINE	200.00	416641	
LOWE'S HOME CENTERS, INC.	470.07	416645	
TEXAS GAS SERVICE	565.83	416652	
CODE BLUE POLICE SUPPLY	233.99	416657	
AIRGAS SOUTHWEST	341.79	416673	
WORLD FUEL SERVICES	897.72	416678	
FIVE STAR CORRECTIONAL SERVICE	48,984.98	416681	
A1 FILTER SERVICE COMPANY	737.60	416692	
INDUSTRIAL & COMMERCIAL MECHANICAL	3,965.00	416695	
TROOP INDUSTRIAL	28.35	416696	
SUMMIT ELECTRIC SUPPLY	23.73	416701	
MATERA PAPER COMPANY INC	8,724.92	416703	
THOMSON REUTERS-WEST	888.00	416704	
KROPP HOLDINGS INC	304.38	416706	
24 HR SAFETY LLC	165.00	416711	
LONE STAR UNIFORMS	2,286.70	416727	111,571.68*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	18.30	416640	
SHANNA CITIZEN	72.45	416648	
CLINEECIA TROTTY	135.70	416726	
CHRISTAL CHANNELL	40.25	416728	266.70*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	1,840.24	416548	
CITY OF BEAUMONT - WATER DEPT.	3,025.88	416557	
OAK FARM DAIRY	357.00	416622	
FLOWERS FOODS	252.82	416655	
BEN E KEITH FOODS	2,385.78	416656	
CENTERPOINT ENERGY RESOURCES CORP	620.03	416661	
EXCEL MEDICAL WASTE LLC	39.90	416723	8,521.65*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	42.65	416640	42.65*
CONSTABLE-PCT 2			

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS COUNTY PROGRESS CONSTABLE-PCT 4	35.00	416549	35.00*
S.E. TEXAS LAW ENFORCEMENT COUNCIL CONSTABLE-PCT 6	24.00	416599	24.00*
UNITED STATES POSTAL SERVICE CONSTABLE PCT. 7	14.56	416640	14.56*
S.E. TEXAS LAW ENFORCEMENT COUNCIL AT&T	24.00 30.63	416599 416601	54.63*
CONSTABLE PCT. 8			
TEXAS CORRECTIONAL INDUSTRIES JOHN WILLIS	1,320.00 9.45	416614 416699	1,329.45*
HEALTH AND WELFARE NO. 1			
NSO - NURSES SERVICE ORGANIZATION UNITED STATES POSTAL SERVICE LEXISNEXIS MATTHEW BENDER	109.00 89.63 56.44	416537 416640 416646	255.07*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY GABRIEL FUNERAL HOME, INC. LEVINGSTON FUNERAL HOME OFFICE DEPOT	4,500.00 1,897.32 1,500.00 156.46	416554 416564 416577 416587	8,053.78*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC ENVIRONMENTAL CONTROL AT&T	185.31  51.20	416626  416601	185.31*  51.20*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC MAINTENANCE-BEAUMONT	15,557.27	416705	15,557.27*
CITY OF BEAUMONT - WATER DEPT. W.W. GRAINGER, INC. M&D SUPPLY RALPH'S INDUSTRIAL ELECTRONICS ACE IMAGEWEAR AT&T BAKER DISTRIBUTING COMPANY TEXAS GENERAL LAND OFFICE SEMP AT&T	820.33 585.84 445.82 46.72 194.47 81.83 510.00 106.16 12,906.83	416557 416566 416580 416594 416596 416601 416654 416710 416732	15,698.00*
MAINTENANCE-PORT ARTHUR			
NOACK LOCKSMITH TIME WARNER COMMUNICATIONS TIME WARNER COMMUNICATIONS HOWARD'S AUTO SUPPLY SOLAR LOWE'S HOME CENTERS, INC. PARKER LUMBER SUPPLYWORKS	6.00 300.30 70.24 2.50 6.90 66.47 840.11 2,011.23	416586 416605 416608 416623 416642 416645 416682 416722	3,303.75*
MAINTENANCE-MID COUNTY			
RITTER @ HOME CENTERPOINT ENERGY RESOURCES CORP SERVICE CENTER	14.97 196.37	416592 416661	211.34*

NAME	AMOUNT	CHECK NO.	TOTAL
GULF COAST SCREW & SUPPLY	74.60	416569	
J.K. CHEVROLET CO.	60.95	416572	
KINSEL FORD, INC.	766.25	416575	
M&D SUPPLY	62.70	416580	
OFFICE DEPOT	53.32	416587	
PHILPOTT MOTORS, INC.	222.00	416591	
TEJAS MFG & RV SUPERSTORE, INC.	119.90	416610	
JEFFERSON CTY. TAX OFFICE	7.50	416630	
JEFFERSON CTY. TAX OFFICE	7.50	416631	
JEFFERSON CTY. TAX OFFICE	7.50	416632	
JEFFERSON CTY. TAX OFFICE	7.50	416633	
JEFFERSON CTY. TAX OFFICE	7.50	416634	
BUMPER TO BUMPER	136.52	416660	
ROBERT'S TEXACO XPRESS LUBE	154.00	416675	
AMERICAN TIRE DISTRIBUTORS	1,625.32	416676	
MIGHTY OF SOUTHEAST TEXAS	48.98	416690	
SPANKY'S WRECKER SERVICE INC	85.00	416694	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	416724	3,454.54*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	9.33	416640	
HILARY GUEST	114.51	416651	
			123.84*
			221,400.31**
MOSQUITO CONTROL FUND			
MUNRO'S	86.20	416585	
OFFICE DEPOT	180.42	416587	
RITTER @ HOME	15.36	416592	
CENTERPOINT ENERGY RESOURCES CORP	213.05	416661	495.03**
J.C. FAMILY TREATMENT CT.			
PATRICIA VELASCO	1,260.00	416729	1,260.00**
SECURITY FEE FUND			
COTTON CARGO	37.50	416560	
CODE BLUE POLICE SUPPLY	90.00	416657	
JAMES A POWELL	43.28	416715	
JIMMY SHIFFLETT	43.30	416716	214.08**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	116.00	416704	116.00**
GRANT A STATE AID			
BI INCORPORATED	580.24	416628	
YOUTH ADVOCATE PROGRAM	3,550.90	416668	
VICTORIA COUNTY JUVENILE SERVICES	4,340.00	416671	8,471.14**
279 JUVENILE DRUG COURT			
IEA - INSPIRE, ENCOURAGE, ACHIEVE	6,022.26	416635	6,022.26**
COMMUNITY SUPERVISION FND			
OLMSTED-KIRK PAPER	587.00	416588	
TIME WARNER COMMUNICATIONS	81.16	416604	
SASSI INSTITUTE	926.00	416621	
UNITED STATES POSTAL SERVICE	129.44	416640	
ALCENIA GILMORE	299.00	416653	
JCCSC	125.00	416685	
EXCEL MEDICAL WASTE LLC	74.90	416723	2,222.50**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	574.17	416543	
BELL'S LAUNDRY	1,092.29	416553	
TDCJ - CASHIER'S OFFICE	266,946.95	416555	
ECOLAB	82.95	416562	

NAME	AMOUNT	CHECK NO.	TOTAL
LUBE SHOP	41.24	416578	
M&D SUPPLY	98.20	416580	
KIM MCKINNEY, LPC, LMFT	150.00	416582	
AT&T	131.46	416601	
SYSCO FOOD SERVICES, INC.	1,922.45	416603	
TEXAS WORKFORCE COMMISSION	4,584.00	416615	
VINCENT'S A/C	215.00	416636	
TOWER COMMUNICATIONS, INC.	60.00	416637	
BEN E KEITH FOODS	1,730.47	416656	
MATERA PAPER COMPANY INC	1,082.65	416703	
EXCEL MEDICAL WASTE LLC	79.80	416723	
			278,791.63**
MENTALLY IMPAIRED OFFEND.			
TDCJ - CASHIER'S OFFICE	29,961.01	416555	
COMMUNITY CORRECTIONS PRG			29,961.01**
TDCJ - CASHIER'S OFFICE	222,827.43	416555	
PAMELA G. STEWART	7.78	416602	
			222,835.21**
LAW OFFICER TRAINING GRT			
CODE BLUE POLICE SUPPLY	375.00	416657	
COUNTY RECORDS MANAGEMENT			375.00**
UNITED STATES POSTAL SERVICE	.83	416640	
HOTEL OCCUPANCY TAX FUND			.83**
TIME WARNER COMMUNICATIONS	110.43	416606	
UNITED STATES POSTAL SERVICE	14.75	416640	
HUSSEY SEATING COMPANY	8,538.00	416731	
			8,663.18**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	779.67	416546	
AIRPORT FUND			779.67**
TEEX	2,800.00	416547	
COBURN'S GROVES (5)	43.62	416559	
DISCOVERY INFORMATION TECHNOLOGIES	300.00	416561	
MOORE SUPPLY, INC.	312.36	416583	
OFFICE DEPOT	223.12	416587	
SANITARY SUPPLY, INC.	357.55	416595	
WHITE TIRE	9,492.55	416618	
WHITE TUCKER COMPANY INC	2,798.55	416619	
UNITED STATES POSTAL SERVICE	5.07	416640	
CENTERPOINT ENERGY RESOURCES CORP	1,357.49	416661	
ROBERT'S TEXACO XPRESS LUBE	7.00	416675	
CRAWFORD ELECTRIC SUPPLY COMPANY	3,861.03	416700	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	416707	
ITA TRUCK SALES & SERVICE LLC	501.47	416712	
GCR TIRES & SERVICE	324.04	416717	
EASTERN AVIATION FUELS INC	23,226.54	416718	
			49,950.61**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	111,087.40	416684	
WORKER'S COMPENSATION FD			111,087.40**
TRISTAR RISK MANAGEMENT	8,579.42	416663	
SHERIFF'S FORFEITURE FUND			8,579.42**
A-1 TINT & ACCESSORIES	1,059.90	416538	
MARINE DIVISION			1,059.90**
CHEMAX CORP.	959.50	416556	

NAME	AMOUNT	CHECK NO.	TOTAL
BUMPER TO BUMPER	135.67	416660	1,095.17**
GLO IKE ROUND 2			
APOLLO ENVIRONMENTAL STRATEGIES INC	283,156.82	416544	283,156.82**
			1,247,018.97***



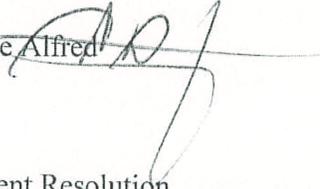
**EVERETTE "BO" ALFRED**  
 COUNTY COMMISSIONER  
 PRECINCT 4  
 P.O. Box 4025  
 Beaumont, Texas 77704-4025

**SHEDRICK D. EVANS**  
 Executive Assistant

**KENNETH MINKINS**  
 Superintendent  
 Precinct 4 - Service Center

## MEMO

TO: Ms. Loma George  
 Hon. Jeff Branick's Office

FROM: Commissioner Everett Alfred 

DATE: January 21, 2016

RE: Luther Miller Retirement Resolution

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Please place this item on the Agenda for Monday, January 25, 2016:

Consider and possibly approve a Resolution recognizing Luther D. Miller for his 16 years and 5 months of service to Jefferson County Precinct # 4 and wishing him well in his retirement.

Thank you.

EA/nr



# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

§

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the \_\_\_\_ day of \_\_\_\_\_, 2016, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, the following Resolution was adopted:

**WHEREAS**, Luther D. Miller has devoted 16 years and 5 months of his life to the service of the taxpaying citizens of Jefferson County; and

**WHEREAS**, that service was provided through Precinct #4 Road and Bridge, under Commissioner Edward Moore and Commissioner Everette "Bo" Alfred; and

**WHEREAS**, Luther D. Miller dedicated his talents and services as Senior Equipment Operator / Maintenance Worker; and

**WHEREAS**, Luther D. Miller has been a faithful worker repairing/rebuilding roads in the rural areas of Precinct #4 and he will be missed by his co-workers; and

**WHEREAS**, during his retirement, Luther D. Miller will be spending more time with his family.

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners' Court of Jefferson County, Texas, does hereby recognize Luther D. Miller for his many years of dedicated service and wishes him well in his much deserved retirement.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

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

\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

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

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



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

**Eddie Arnold**  
Jefferson County  
Commissioner Pct. #1

January 20, 2016

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for, January 25, 2016.

Consider and possibly approve creating a "No Thru Truck" zone on the following roads in Precinct #1 - East Lane, Main Lane, Shady Lane, West Lane.

Thank you,

A handwritten signature in cursive script that reads "Eddie Arnold".

Eddie Arnold  
County Commissioner, Pct. #1

RECEIVED JAN 21 2016

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



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

**Eddie Arnold**  
Jefferson County  
Commissioner Pct. #1

January 21, 2016

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Item - Addendum

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for January 25, 2016.

Consider and possibly approve exempting Texas Parks & Wildlife Department from paying for security for a public hearing to present possible law and regulation changes related to hunting and fishing, meeting scheduled for March 2, 2016 in the Jury Impaneling Room from 7:00 pm-9:00 pm.

Thank you,

A handwritten signature in cursive script that reads "Eddie Arnold".

Eddie Arnold  
County Commissioner, Pct. #1

**AMENDED ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS PROHIBITING FIREARMS FROM BEING BROUGHT INTO THE COURTHOUSE, COURTHOUSE ANNEX, SUB-COURTHOUSE, JUVENILE JUSTICE CENTER, ADULT PROBATION OFFICES, JUVENILE JUSTICE CENTER, OFFICES OF THE JUSTICES OF THE PEACE AND OFFICES ESSENTIAL TO THE OPERATIONS OF THE COURTS, INCLUDING HANDGUNS POSSESSED BY A HANDGUN LICENSEE, WHETHER CONCEALED OR OPENLY CARRIED, EXCEPTING PEACE OFFICERS OR OTHERS EXPRESSLY AUTHORIZED TO CARRY A GUN IN COURTS OR COURT OFFICES BY STATUTE, AND PROVIDING FOR THE ERECTION OF SIGNS IN THESE OFFICES AND AT CORRECTIONAL FACILITIES**

PREFACE

**The Commissioners Court supports the right of handgun license holders to carry handguns, however, those involved in the judicial process have a right to safety and security.**

**WHEREAS**, the Texas Legislature passed H.B. 910, making amendments to the Local Government Code and Penal Code making it unlawful for local governments to exclude persons carrying a gun from government buildings if they have a handgun license. An exception in this statute states that a licensee may not carry a handgun onto the premises of court offices; and

**WHEREAS**, there has been significant confusion over the application of this law and some have taken the position that the handgun prohibition only applies to an actual courtroom or court office and not the other areas of the building in which they are housed. This view does not have a conclusive basis in law. Some have taken the position that a licensee is free to enter the building with a handgun, walk through shared halls, common areas, stairwells, elevators, rooms, etc. as long as the licensee does not enter an actual courtroom or actual office. However, this view disregards the fact that hallways, entrances, common areas, jury rooms, stairways, elevators and restrooms are used by persons involved in the judicial process including judges, jurors, witnesses, parties, prosecutors, attorneys and judicial personnel. Indeed, beyond the use for ingress and egress; jurors, witnesses and parties often wait or are sent out to wait in halls and common areas. Likewise, it would be impossible to conduct judicial proceedings without access to restrooms, the courthouse café and such common areas being made available; and

**WHEREAS**, the District Courts, County Courts at Law and Justice of the Peace Courts have been consulted and have issued findings and issued orders regarding the areas which are essential to the operations of their courts. These areas include those areas outlined in their findings which are attached and incorporated herein as Exhibit "A" and pertain to the areas of the buildings housing their respective courts which includes the Jefferson County Courthouse, Courthouse Annex, Sub-Courthouse, and those separate buildings

housing Justice of the Peace Courts as well as the Juvenile Justice Center, Adult Probation offices; and

**WHEREAS**, the Jefferson County Courthouse also houses a correctional facility and possessing a gun on such premises is a felony crime; and

**WHEREAS**, in divorce cases, child custody disputes, criminal cases, business or land disputes and misdemeanor cases, such proceedings are often emotionally charged and, if handguns were allowed to be carried in those common areas, there would be little to stop a person from coming in contact with judges, judicial officers, jurors, witnesses, prosecutors, attorneys, etc. in common areas, stairwells, hallways, etc. Furthermore, once that entry occurs, in order to keep some semblance of security, a security officer would have to be pulled from his or her regular duties to follow that person to assure the person does not attempt to enter a courtroom or court offices. If this were allowed, the real benefit of having a security check point at the entrance of the Courthouse would be lost because the individual would already be walking in the common areas of the building in the presence of judges, attorneys, prosecutors, parties, witnesses, jurors and court personnel. Furthermore, if the individual does try to enter a courtroom or court-related office, or confront a witness, party, prosecutor, judge or attorney, etc., the officer's response, which could involve the use of force if the person is non-compliant, and in the midst of the courthouse and innocent bystanders. The same is true of establishing separately manned security checkpoints at each courtroom, court office and in the offices of those who are essential to the operations of the courts. We recognize that risks are greater in buildings housing judicial functions because of the emotions attendant to court proceedings; and

**WHEREAS**, the hallways and common areas of the Courthouse and other buildings housing our courts are routinely filled with people charged with criminal conduct and their associates and persons involved in family law matters or other emotionally charged disputes; this decreases the likelihood that an armed person could be disarmed before using the weapon for a violent purpose; and

**WHEREAS**, offices of the Adult Probation and Juvenile Probation Departments and Tax Assessor Collector's are devoted to executing orders of the courts and they, as well as the Auditor's and Treasurer's offices do receive payments ordered by the courts, these offices are also essential areas for the functioning of the courts; and

**WHEREAS**, the premises of the Jefferson County Courthouse and Courthouse Annex are almost exclusively devoted to courts, court offices and a jail, the Courthouse contains a large Jury Impaneling Room along with the offices of the District and County Clerks, the Treasurers and Auditors Offices, electronic monitoring offices to carryout the orders of the courts, these buildings house areas that are connected by common hallways, stairwells, and elevators that make separate security for each area impossible. The Adult Probation offices and Juvenile Detention Center are housed in a separate buildings and

are a dedicated correctional offices and facilities used for functions of the courts. These buildings are hereinafter referred to as “Affected Buildings”; and

**WHEREAS**, based upon the findings of the courts, attached hereto, common sense and our knowledge of the general day-to-day activities in the Affected Buildings, knowledge of the layouts of the Affected Buildings, the hallways, common areas, stairwells, elevators, and restrooms, café in the Affected Buildings are integral to the Courts and are offices identified by the courts, and are essential to the operations of the courts. The safety of the judiciary and others involved in the judicial process cannot be adequately protected without prohibiting weapons (including handguns carried by license holders) from being brought into the Affected Buildings by other than licensed peace officers and persons otherwise expressly authorized by statute to carry a weapon on the premises of a court or court offices.

**WHEREAS**, Sec. 46.15, Penal Code exempts authorized peace officers or security personnel, community supervisors, judicial officers, parole officers, retired police officers, federal criminal investigators, District Attorneys, bailiffs, juvenile probation officers, active duty members of the armed forces and others, such persons should not be prohibited from entering the Affected Areas.

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS THAT:**

1. The foregoing recitals are incorporated herein as findings of the Commissioners Court;
2. Persons other than licensed peace officers or persons otherwise expressly authorized by statute to carry a weapon on the premises of a court or court offices are prohibited from bringing weapons into the Affected Building areas, (defined hereinabove.) The prohibition shall also apply to handguns carried or possessed by a person having a handgun license or permit, whether the handgun is concealed or carried openly;
3. Signs shall be erected at the entrances to the Affected Buildings giving notice pursuant to Sections 38.11, 46.035, 30.06 and 30.07 of the Texas Penal Code;
4. Expenditures for signage and signage installation are hereby approved.

Signed and entered this \_\_\_\_ of January, 2016.

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JUDGE JEFF R. BRANICK  
County Judge

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COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

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COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

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COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

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COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

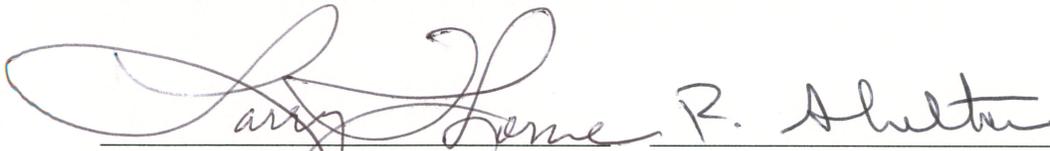
**JOINT ORDER OF THE JUDGES OF THE 279<sup>TH</sup> AND 317<sup>TH</sup> DISTRICT COURTS OF JEFFERSON COUNTY, TEXAS FINDING AREAS ESSENTIAL TO OPERATIONS OF THEIR COURTS**

The Judges of 279<sup>TH</sup> and 317<sup>th</sup> District Courts of Jefferson County, Texas hereby find the following areas are essential to the operations of their Courts:

The offices of the Tax Assessor Collector located in the Jefferson County Courthouse, the Mid-County Tax Office and the Tax office located in the Sub-Courthouse in Port Arthur because these offices provide services necessary for Enforcing orders relating to delinquent child-support.

In addition, the Judges of the 279<sup>th</sup> and 317<sup>th</sup> District Courts find that the offices of the Minnie Rogers Juvenile Justice Center are essential to the operations of their courts. As part of these findings it is found that the hallways, common areas, stairwells, elevators, restrooms and courthouse café are all used by jurors, witnesses, attorneys, parties and judicial personnel. Use of these areas is integral and necessary to the operations of our courts as jurors, parties, witnesses and attorneys are required to wait in these hallways and common areas.

Entered this 11<sup>th</sup> day of January, 2016



Judge Larry Thorne  
317<sup>th</sup> District Court

Judge Randy Shelton  
279<sup>th</sup> District Court



**AGENDA ITEM**

**January 25, 2016**

Consider and possibly adopt a Resolution recognizing Elaine Madole for her 32 years of dedicated service to the Jefferson County Juvenile Probation Department and wishing her well in her retirement.



# Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the \_\_\_\_ day of \_\_\_\_\_, 2016, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, the following Resolution was adopted:

**WHEREAS**, Elaine Madole has devoted 32 years of her life serving the citizens of Jefferson County with pride and professionalism; and

**WHEREAS**, Elaine Madole has made an outstanding contribution to the Jefferson County Juvenile Probation Department and the quality of Juvenile Justice in Jefferson County. During her career with Jefferson County, She served admirably in the capacity of a Detention Officer and Juvenile Probation Officer – Intakes and Adoptions.

**WHEREAS**, through hard work and commitment to excellence, Elaine Madole has earned the respect of her colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a significant contribution to the Juvenile Probation Department, Elaine Madole is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

**NOW, THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend Elaine Madole for her dedicated service as a valuable employee of Jefferson County Juvenile Probation Department and wishes her well in her retirement.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

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**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

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

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

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



**JOHN DAVID KNIGHT**  
Director of Building Maintenance  
Jefferson County Courthouse

To: Commissioner's Court

From: David Knight / Director of Building Maintenance

Date: January 19, 2016

Subject: Retirement for Salvador (Sal) Barbosa

We are asking that you consider & possibly adopt a Resolution recognizing Salvador Barbosa for his 27 years of service to the Jefferson County Maintenance Department & wishing him well in his retirement. We are asking that this be placed on the agenda for Monday, January 25, 2016.

Thank you,

DK/ab



# Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the \_\_\_\_ day of \_\_\_\_\_, 2016, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following Resolution was adopted:

**WHEREAS, SALVADOR "SAL" BARBOSA**, has devoted 27 years of his life to the service of Jefferson County; and,

**WHEREAS, SALVADOR "SAL" BARBOSA**, has worked with the County as a Utility Maintenance Worker in the Jefferson County Maintenance Department; and,

**WHEREAS**, known for his service to the citizens of Jefferson County, **SALVADOR "SAL" BARBOSA**, has served the past 25 years as a relief for the Switchboard Operator; and,

**WHEREAS**, known for his service to the community of Jefferson County, **SALVADOR "SAL" BARBOSA**; has been a volunteer and is a Lifetime member for the YMBL, Young Men's Business League for the past 18 years; and,

**WHEREAS**, known for his friendliness and good nature, **SALVADOR "SAL" BARBOSA**, won the respect of his colleagues, elected officials and other county employees; and,

**WHEREAS**, after this distinguished career, **SALVADOR "SAL" BARBOSA**, has chosen to embark upon a much-deserved retirement.

**NOW, THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners' Court does hereby honor and commend **SALVADOR "SAL" BARBOSA**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

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

\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

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

## Brokerage Service Agreement

THIS BROKERAGE SERVICE AGREEMENT (this "Agreement") is between **MCGRIFF, SEIBELS & WILLIAMS** ("MSW") and Jefferson County (the "Client").

The Client and MSW agree as follows:

1. MSW will solicit, negotiate and service insurance policies for the Client for the coverages described on Exhibit A hereto (Insurance Placement) and provide the risk management services described on Exhibit B hereto (Risk Management Services).
2. The Client will provide MSW with all information necessary to enable MSW to provide Insurance Placement and Risk Management Services.
3. Remuneration:
  - A. The Client will pay MSW a fee in the amount of \$ 24,000.00 (the "Fee") for Risk Management Services.
  - B. The Fee will be payable upon receipt of an invoice by the Client.
  - C. MSW's compensation for Insurance Placement will be in the form of commissions from the insurance carriers and/or intermediaries with which the insurance policies are placed. Any such commission compensation is in addition to and separate from the Fee paid to MSW for the Risk Management Services. MSW will make information regarding compensation available to the Client upon request.
  - D. With respect to Insurance Placements and/or Risk Management Services undertaken on behalf of the Client that are not contemplated by this Agreement, MSW may be compensated pursuant to a separate Broker Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements. MSW will make information regarding such Agreements and compensation available to the Client upon request.
4. With respect to any insurance placement or risk management services for which MSW's compensation is fee-based in whole or part, MSW will not execute or accept any monetary compensation pursuant to any (1) market service agreement, (2) placement service agreement, or (3) agreement providing for any bonus, override or contingency that would be received from any type of intermediary or insurance company. Further, MSW will instruct all insurance companies to exclude insurance policies from any contingency agreements, bonuses and overrides if MSW receives a fee for placement of such policies. This does not

preclude MSW from accepting non-monetary awards, including trips and other prizes, which MSW believes are important for professional and business development.

- 5. MSW reserves the right to engage business partners and service providers owned by, or under the control of, MSW or BB&T Corporation in connection with the execution of Brokerage Services Agreements. Use of these business partners and service providers, including but not limited to CRC Insurance Services, Inc.; American Coastal Insurance Company; AmRisc, LP; Prime Rate Premium Finance Corporation or affiliates; or BB&T Assurance Company, Ltd., could result in the accrual of additional income to BB&T Corporation.
- 6. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of **Texas**.
- 7. This Agreement commences on **02/24/2016** and ends on **02/24/2017**, with an automatic annual renewal unless terminated prior to that date by either party hereto on 30 days' notice to the other party.

IN WITNESS WHEREOF, the Client and MSW have executed this Agreement.

MCGRIFF, SEIBELS & WILLIAMS, INC.

CLIENT

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

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

Name: **Johnny Fontenot** \_\_\_\_\_

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

Title: **Executive Vice-President** \_\_\_\_\_

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

Manager's Initials: \_\_\_\_\_

## EXHIBIT A

The Client has requested Insurance Placement for the following lines of coverage:

Property Coverage  
Excess Property Coverage  
Boiler and Machinery Coverage  
Crime Coverage  
Excess Workers' Compensation Coverage  
Excess Public Officials Liability Coverage  
Truancy Auto Coverage  
Mosquito Control Liability  
Storage Tank Liability

MSW will negotiate the pricing and terms of the coverages with selected insurance companies and/or intermediaries. At the end of the marketing process and upon the Client's request, MSW will provide the Client with a report summarizing the results of such negotiations.

In connection with the coverages listed above, MSW will provide the following services during the term of this Agreement:

- a. Confirmation of evidence of insurance (binders, cover notes) or the status of a placement will be provided and delivered to Client prior to the renewal date;
- b. Arrangement of periodic meetings with Client at mutually agreed upon times to discuss pertinent topics;
- c. Timely issuance of certificates of insurance.
- d. Provision of claim status reports upon reasonable request;
- e. Provision of loss runs upon reasonable request; and
- f. Check insurance policies for accuracy.

**EXHIBIT B**

MSW will provide the following Risk Management Services for the Client:

- A. Work with the Client to assess the Client's risks;
- B. Work with the Client to design and develop the Client's insurance program;
- C. Keep the Client informed of significant changes and/or trends in the insurance marketplace and provide the Client with an annual forecast of market conditions;
- D. Meet regularly, on a prescheduled basis with the Client's key people designated by the Client to discuss strategy and open items;
- E. Executive Risk Program
  - (i) Provide general consulting on all executive risk insurance matters for Client.
  - (ii) Provide executive risk insurance marketing, implementation and ongoing management services.
  - (iii) Continuously update and advise Client on executive risk market issues and trends.

**Special, January 25, 2016**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, January 25, 2016