

SPECIAL, 9/15/2014 1:30:00 PM

BE IT REMEMBERED that on September 15, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge (ABSENT)

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff (ABSENT)

ROD CARROLL

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
September 15, 2014

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
September 15, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **15th** day of **September 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Receive and file bid for (IFB 14-035/JW), Term Contract for Hydrated Lime for Jefferson County.

SEE ATTACHMENTS ON PAGES 8 - 40

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

2. Award, execute, receive and file Acceptance of Offer for (IFB 14-035/JW), Term Contract for Hydrated Lime for Jefferson County with Lhoist North America, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 41 - 43

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

3. Consider and possibly approve transfer of (1) vehicle from Port Arthur Independent School District to Constable Pct. 8. The district has authorized (1) vehicle to be used for the A.S.A.P. program: 2008 Ford Crown Victoria VIN number 2FAFP71V18X158505.

SEE ATTACHMENTS ON PAGES 44 - 45

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY AUDITOR:

4. Consider and approve budget utilizing funds of \$2,400 in Capital - Road Machinery (112-0209-431-6011) and budget transfer - Road & Bridge, Precinct 2 - purchase of tractor and bush hog mower attachment.

112-0209-431-6011	ROAD MACHINERY	\$37,090.00	
112-0202-431-3069	ROAD MARKERS, SIGNS, ETC.		\$6,301.00
112-0205-431-4018	ROAD MACHINERY		\$6,789.00
112-0202-431-1028	LABORERS		\$8,000.00
112-0202-431-2003	EMPLOYEES' INSURANCE		\$10,000.00

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112-0202-431-1005	EXTRA HELP		\$4,000.00
112-0207-431-5027	ARCHITECT & ENGINEER FEES		\$1,000.00
112-0206-431-3019	CULVERTS AND PIPE		\$1,000.00

SEE ATTACHMENTS ON PAGES 46 - 52

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

5. Consider and approve budget transfer - Elections Department - replacement of CF duplicator.

120-1034-414-3084	MINOR EQUIPMENT	\$1,400.00	
120-1034-414-5024	ELECTION EXP.-JUDGES/CLKS		\$1,400.00

SEE ATTACHMENTS ON PAGES 53 - 54

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

6. Consider and approve budget transfer - 58th District Court - additional cost.

120-2033-412-2003	EMPLOYEES' INSURANCE	\$1,210.00	
120-2033-412-1001	DEPARTMENT HEAD		\$1,210.00

SEE ATTACHMENTS ON PAGES 55 - 55

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

7. Consider and approve budget transfer - 252nd District Court - additional cost.

120-2037-412-1002	ASSISTANTS & CLERKS	\$5,100.00	
120-2037-412-1007	COURT REPORTER	\$2,850.00	
120-2037-412-2003	EMPLOYEES' INSURANCE		\$7,950.00

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SEE ATTACHMENTS ON PAGES 56 - 56

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

8. Consider and approve budget transfer - Agriculture - additional cost.

120-4071-461-5062	TRAVEL EXPENSE	\$775.00	
120-4071-461-6002	COMPUTER EQUIPMENT		\$375.00
120-4071-461-3084	MINOR EQUIPMENT		\$400.00

SEE ATTACHMENTS ON PAGES 57 - 57

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

9. Consider and approve budget amendment - Service Center - additional cost.

120-8095-417-3037	GASOLINE	\$60,000.00	
120-1024-419-4015	COMMUNICATION EQUIPMENT		\$60,000.00

SEE ATTACHMENTS ON PAGES 58 - 58

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

10. Regular County Bills - check #398127 through check #398541.

SEE ATTACHMENTS ON PAGES 59 - 70

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

COUNTY COMMISSIONERS:

11. Consider and approve Sheriff and Constables' Fees to be effective January 1, 2015.

SEE ATTACHMENTS ON PAGES 71 - 72

Action: TABLED

COUNTY TREASURER:

12. Receive and File Investment Schedule for August, 2014, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 73 - 75

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

DISTRICT CLERK:

13. Consider, possibly approve, and authorize the County Judge to execute Contract No.15-C0051 between Jefferson County and the Office of the Texas Attorney General for reimbursement of certain fees with the Family Law Division of the District Clerk's Office.

SEE ATTACHMENTS ON PAGES 76 - 116

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Other Business:

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

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

*Notice of Meeting and Agenda and Minutes
September 15, 2014*

**Jeff R. Branick
County Judge**



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

August 11, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-035/JW, Term Contract for Hydrated Lime for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	Term Contract for Hydrated Lime for Jefferson County
BID NO:	IFB 14-035/JW
DUE DATE/TIME:	11:00 AM CST, September 9, 2014
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 13th and August 20th, 2014

IFB 14-035/JW
Term Contract for Hydrated Lime for Jefferson County
Bids due: 11:00 AM CST, September 9, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE ([HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM](http://www.co.jefferson.tx.us/purchasing/main.htm)) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

4. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be

the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

17. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

20. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

21. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions Of Bidding and Terms Of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be

regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on

the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

3. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

4. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-035/JW.

General

It is the intent of the following minimum specifications to describe Hydrated Lime for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis." Brand names, where used, are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better." Alternate brands bid shall be named in the submitted bid. Jefferson County retains sole discretion in determining whether item(s) bid will be considered "equal" or "better."

Description

All work under this contract shall be performed in accordance with all the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Jefferson County. Therefore, the contractor shall, at all times, maintain direct and open communication with the appropriate representative of Jefferson County.

Scope

Vendor shall provide hydrated lime for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year from date of award with an option to renew for four (4) additional years.

Sealed tank truck with applicator bar, or as required, delivery shall be quoted price per ton F.O.B. delivered to various locations in Jefferson County, with delivery prepaid and allowed. Bidder bears freight charges.

The County shall reserve the right to reject the bid of any vendor who does not have certified scales, which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales. Minimum orders are not acceptable. Alternate bids are not solicited and shall be summarily rejected.

The application rate is 31 lbs./SY (7%).

The successful bidder shall deliver hydrated lime sealed in tank trucks with application bars (spreader bars). Application bars cannot be used in the distribution of "pebble" quicklime, and this product must be "belly dumped." You should be aware that dry lime is very "dusty".

Approximate Usage

Jefferson County plans to use the following items on future road projects. Quantities to be purchased will be on an as-needed basis and this may be affected by weather conditions or available funds. The County's approximate previous purchases for the duration of the current term contract are as follows:

Type A Hydrated Lime	0	tons
Type B Commercial Lime Slurry	1,167.206	tons
Type C Quicklime, Grade DS	225	tons
Type C Quicklime, Grade S	0	tons

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

Description

This item establishes the requirements for hydrated lime, quicklime and commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed materials or mixtures for subgrade, sub-base and base construction.

Types

The various types and grades of lime and lime slurry are identified as follows:

Type A – Hydrated Lime	A dry powdered material consisting essentially of calcium hydroxide.
Type B – Commercial Lime Slurry	A liquid mixture of essentially hydrated lime solids and water in slurry form.
Type C - Quicklime	A dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades which differ in sizing.
Grade DS	"Pebble" quicklime of a gradation suitable for either "Dry Placing" or for use in the preparation of a slurry for "Wet Placing."
Grade S	Finely-graded quicklime for use in the preparation of a slurry for wet placing.

The lime being furnished under the terms of this specification shall, in addition to all other requirements, also meet the following chemical and physical requirements.

A. Chemical Composition:	Type A	Type B	Type C
Total "active" lime content, percent by weight (i.e., % by wt. Ca(OH) ₂ + % by wt CaO, if present)	90.0 min. ¹	87.0 min. ²	—
Unhydrated lime content, percent by weight	5.0 max	—	87.0 min.
"Free Water" content, percent by weight	5.0 max.	—	—
B. Sizing:	Type A	Type B	Type C
1) Wet sieve requirement, as percent by weight residue:			
Retained on No. 6 (3360 micron) sieve:	0.2 max.	0.2 max. ²	8.0 max. ³
B. Sizing:	Type A	Type B	Type C
Retained on No. 30 (590 micron) sieve:	4.0 max.	4.0 max. ²	—
2) Dry sieve requirement, as percent by weight residue:			
Retained on a 1-inch (25 mm) sieve:	—	—	0.0
Retained on a ¾-inch (19.0 mm) sieve:	—	—	10.0 max.
Retained on a No. 100 (150 micron) sieve:	—	—	Grade DS 80% min. Grade S — No Limits

Note 1: No more than 5.0% by weight CaO (unhydrated lime) will be allowed in determining the total "active" lime content.

Note 2: In "solids content" of the slurry.

Note 3: The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0 percent by weight of the original Type C lime.

Type B, Commercial Lime Slurry or a slurry prepared at the job site from Type A Hydrated Lime or Type C Quicklime shall be furnished at or above the minimum "Dry Solids" content as prescribed by the Engineer and must be of a consistency that can be handled and uniformly applied without difficulty. The slurry shall be free of liquids other than water and any materials of a nature injurious or objectionable for the purpose intended.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

CHOIST NORTH AMERICA

Company Name

801 N. 14th Street

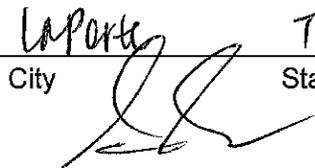
Address

LaPorte TX 77571

City

State

Zip



Signature of Person Authorized to Sign

Armando Sotelo

Printed Name

Sr. Account Manager

Title

For clarification of this offer, contact:

Name

Phone

Fax

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-035/JW, Term Contract for Hydrated Lime for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	264.2 Type A Hydrated Lime	\$ _____ per ton
2	264.2 Type B Commercial Lime Slurry	\$ <u>150.00</u> per ton
3	264.2 Type C Quicklime Grade DS	\$ _____ per ton
4	264.2 Type D Quicklime Grade S	\$ _____ per ton

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Freeport
 Address: 510 South Ave A Freeport, TX. 77541
 Contact Person and Title: Doyle Edmonds - Purchasing
 Phone: 979-233-4241 Fax: 979-230-9367
 Contract Period: _____ Scope of Work: lime slurry

REFERENCE TWO

Government/Company Name: City of Port Arthur
 Address: P.O. Box 1089 Port Arthur, TX. 77641
 Contact Person and Title: Kemie Eldridge - Public Works
 Phone: 409-983-8115 Fax: 409-983-8291
 Contract Period: _____ Scope of Work: lime slurry

REFERENCE THREE

Government/Company Name: City of Wharton
 Address: 120 E Caney Wharton, TX. 77488
 Contact Person and Title: Lisa Stavina, Deputy City Secretary
 Phone: 979-532-2491 Fax: 979-532-0181
 Contract Period: _____ Scope of Work: lime slurry

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

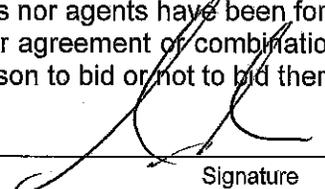
Lhoist North America
Bidder (Entity Name)

801 N. 16th Street
Street & Mailing Address

LaPorte, TX. 77571
City, State & Zip

281-471-4500
Telephone Number

Armando.Sotelo@lhoist.com
E-mail Address


Signature

Armando Sotelo
Print Name

8-19-14
Date Signed

281-471-0817
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity		<i>N/A</i>
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.	OFFICE USE ONLY	
By law this questionnaire must be filed with the records administrator of the local government not later than the 7 th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.		
A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.		
1. Name of person doing business with local governmental entity.		
2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.		
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7 th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.		
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.		

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

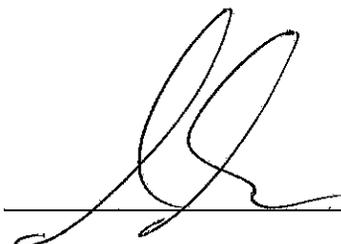
C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.



Signature of person doing business with the governmental entity

8-19-14

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). N/A Yes No

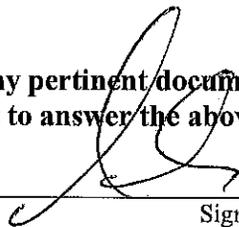
Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|--|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Armando Sotelo
Printed Name of Authorized Representative


Signature

Sr. Account Manager
Title

8-19-14
Date

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). N/A Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

N/A

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that LHOIST NORTH AMERICA [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is LAPORTE, TX. (city and state).

Taxpayer Identification Number (T.I.N.):	15-2405810
Company Name submitting bid/proposal:	Lhoist North America
Mailing address:	801 N. 16th St. Laporte, TX. 77571
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared Armando Sotelo, who (name) after being by me duly sworn, did depose and say:

"I, Armando Sotelo am a duly authorized officer of/agent (name) for Choist North America and have been duly authorized to execute the (name of firm) foregoing on behalf of the said Choist North America. (name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Choist North America
801 N. 16th St, LaPorte, TX. 77571

Fax: 281-471-0817 Telephone# 281-471-4500
by: Armando Sotelo Title: Sr. Account Manager
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named Armando Sotelo on _____

this the 19 day of August, 2014.



Chrystal Sulak
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

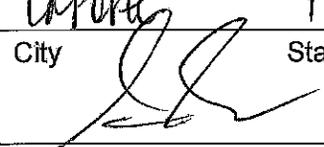
We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

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

Hoist North America
Company Name

801 N. 14th Street
Address

LaPorte TX 77571
City State Zip


Signature of Person Authorized to Sign

Armando Sotelo
Printed Name

Sr. Account Manager
Title

For clarification of this offer, contact:

Armando Sotelo
Name

281-471-4500/281-471-0817
Phone Fax

armando.sotelo@hoist.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-035/JW, Term Contract for Hydrated Lime for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

ATTACHMENT A

IFB 14-035/JW

Term Contract for Hydrated Lime for Jefferson County

FINAL Tabulation

		Lhoist North America 801 N. 16th Street LaPorte, TX 77571 Attn: Armando Sotelo armando.sotelo@lhoist.com 281-471-4500 phone 281-471-0817
Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	264.2 Type A Hydrated Lime	No Bid
2	264.2 Type B Commercial Lime Slurry	\$150.00
3	264.2 Type C Quicklime Grade DS	No Bid
4	264.2 Type D Quicklime Grade S	No Bid



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 

Date: August 26, 2014

Re: Transfer of Vehicle

Consider and possibly approve transfer of (1) vehicle from Port Arthur Independent School District to Constable Pct. 8. The district has authorized (1) vehicle to be used for the A.S.A.P. program: 2008 Ford Crown Victoria VIN number 2FAFP71V18X158505.

Thank you.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

TRANSFER OF VEHICLE
 September 8, 2014

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
2008 Ford Crown Victoria	Port Arthur Independent School	2FAFP71V18X158505		Constable Pct. 8 (A.S.A.P.)

Approved by Commissioners' Court: _____

Fran Lee

From: Mike Trahan <mtrahan@co.jefferson.tx.us>
Sent: Tuesday, September 09, 2014 2:02 PM
To: 'Fran Lee'
Cc: 'Brent Weaver'; trains@co.jefferson.tx.us; 'Tamara Edwards'
Subject: Budget ammendment
Attachments: pic12.JPG; m8560.jpg; 10ft off set mower.jpg; MyKubotaQuote_M8560HDC.pdf

To: Fran Lee

From: Mike Trahan

Date: September 9, 2014

Re: Budget Transfer-To Purchase an 85 Horse Power Closed Cab Tractor and 10 foot off set bush hog mower attachment.

Court agenda item—consider and possibly approve budget amendment for the purchase of 2014 M8560 Kubota closed cab tractor and 10 foot off set bush hog mowing attachment for 39,489.30 with trade in.

Fran,

I would like to request a budget transfer from the accounts below into Capital-Equipment account 112-0209-431-6011.

\$6,301.00 from account 112-0202-431-3069 Road Markers and Signs,
 \$6,789.00 from account 112-0205-431-4018 Road Machinery,
 \$8,000.00 from account 112-0202-431-1028 Laborers,
 \$10,000.00 from account 112-0202-431-2003 Employees' Insurance,
 \$4,000.00 from account 112-0202-431-1005 Extra Help,
 \$1,000.00 from account 112-0207-431-5027 Architect & Engineer Fees,
 \$1,000.00 from account 112-0206-431-3019 Culverts and Pipe.

It will be to purchase a replacement tractor (85 HP Air Cab M8560 Kubota Tractor) and a ten foot off set mower for Precinct-2 Road and Bridge. We have approximately 55 buy lots in precinct 2 that have to be cut regularly and all the right of way areas on county roads as well as currently cutting TYC though temporary. We are in need of another closed cab bush hog mowing tractor. It should be noted that a closed cab tractor is substantially safer for the operator as it relates to flying debris, dust, and insects. We currently only have one closed cab regular bush hog mower. We currently have 3 old model open seat mowing tractors approximately 1976, 1984, and 1990 models (Photo attached above). They are not operational at this time and need repairs. It would not be cost efficient to repair these due to age and wear. We currently have only 2 bush hog tractor mowers operational 2007 closed cab, and 1991 open seat. We will be trading in the older non-operational tractors above to reduce the cost of the new tractor and mower. We have a price quote listed above for tractor and mower attachment with trade in. I have attached photo of the new closed cab tractor and 10 ft. bush hog mower.

The price quote with detailed information is attached above.

I do understand that this transfer has to go through Commissioner's Court, so please see that this item is put on the next Commissioner's Court Agenda.

Thanks for your help.

Mike Trahan

Superintendent, Road and Bridge Pct. 2

Mike Trahan
Superintendent
Jefferson County
Road and Bridge Pct2
Office:(409) 727-2173
Cell: (409) 718-7561
e-mail: mtrahan@co.jefferson.tx.us



- Standard Features -

- Custom Options -



Not Available in Nebraska

M Series

M8560HDC
4WD TRACTOR W/HYDRAULIC SHUTTLE & CAB
*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V3800-CR-TE4
CRS - Common Rail Electronic Fuel Injection
Electronic Governor Control
Turbocharged with Wastegate
4 Cyl - 230 cu. in.
+ 85 Net Eng. HP
+ 76 PTO HP
Interim Tier IV Emission Certified
Includes EGR Valve
12V 900 CCA Battery
Charging Output 45 amps (ROPS)
Charging Output 60 amps (CAB)
Charging Output 100 amps (optional)

POWER TAKE OFF

Live-Independent Elec./Hyd. PTO
Electro/Hydraulic Engagement
540 PTO SAE 1 3/8" Six Spline
540 RPM @ 2205 Eng. RPM
540/540E @1520 Eng. RPM (Economy) PTO (Opt.)
540/1000 RPM PTO (Opt.)
540 RPM @ 2205 Eng. RPM
1000 RPM @ 2389 Eng. RPM
1000 Shaft SAE 1 3/8" 21 Spline

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Type
6.1 gpm Power Steering
15.9 ROPS / 17.0 CAB
GPM Remotes / 3 Pt. Hitch @ 2844 psi
22.0 ROPS / 23.1 CAB GPM Total
Cat II 3-point Hitch
At lift Point 5510 lbs.
24" Behind 4630 lbs.

SAFETY EQUIPMENT

Flip-Up PTO Shield
Safety Start Switches
PTO - OPC (Operator Presence Control, Alarm 10 seconds)
Electric Key Shut Off
Hydraulic Wet Disc Brakes
Transmission Parking Lock in Main Shift
Turn Signals, Safety Flashers
SMV Sign

Note: HD12 / HDC12 Models

At lift Point 8600 lbs.
24" Behind 7055 lbs.
Telescoping Lower Links
First Remote (SCD) with Self Canceling Detents Standard
Stabilizers
Swinging Drawbar

ROPS MODEL

2-Post Foldable ROPS
Retractable Seat Belt

FRONT AXLE

Hydrostatic Power Steering
2WD: Tubular Steel Beam
Adj. (Telescoping) Tread Spacing
4WD: Bevel Gear
Cast Iron
55 degree turning angle
Planetary Final Drives
Limited Slip Differential
Adj. (Rim) Tread Spacing
Wide Row Kit Optional

CAB (Ultra Grand Cab)

Integral Factory ROPS Certified
Retractable Seat Belt
Flat Deck
Grammer Deluxe Seat with Armrests
(Air Ride Optional)
Tinted Glass
Dual Level Air Conditioning & Heater
Electric A/C Controls
Front Wiper w/Washer - 2 Speed
Radio Ready, includes 2-speakers, antenna, and wiring harness.
Left & Right Side Exterior Mirrors
2 - Front Work Lights
2 - Rear Work Lights
2 Doors, Frameless all glass
Left & Right Side Steps
Sun Visor
Tilt Steering Wheel
Interior Dome Light
Accessory Plug 12V - 15 Amp
3 Pin 12V-30 Amp Monitor Coupler
Hard Mount location right center post
Cup Holder
Ashtray
Horn

DRIVE TRAIN

Eight Speed Models
Four Speed Fully Synchronized
8F/8R Speeds Hydraulic shuttle
Twelve Speed Models
HD12/HDC12 Models
Six Speed Fully Synchronized
12F/12R Speeds with Hydraulic Shuttle
12TH Gear Overdrive maximum engine RPM 2080, increases fuel economy
Planetary Final Drives
Rear Diff. Lock (ALL)
Creep Speed: Cassette Type option

FLUID CAPACITY

Fuel Tank (ROPS) 23.8 gal.
Fuel Tank (Cab) 29.1 gal.

M8560HDC Base Price: \$45,963.00

(1) 2ND POSITION VALVE MOUNTING KIT M7687-2ND POSITION VALVE MOUNTING KIT	\$140.00
(1) 3RD POSITION VALVE MOUNTING KIT M7688-3RD POSITION VALVE MOUNTING KIT	\$140.00
(2) FLOAT DETENT VALVE M7611-FLOAT DETENT VALVE	\$1,368.00
(1) AM / FM RADIO W / WEATHER BAND E9299-AM / FM RADIO W / WEATHER BAND	\$310.00
Configured Price:	\$47,921.00
HGAC BUY GR01-12 Discount:	(\$9,584.20)
HGAC BUY GR01-12 Price:	\$38,336.80
Factory Assembly:	\$250.00
Dealer Assembly:	\$207.50
Freight Cost:	\$445.00
PDI:	\$250.00
Modern 10' Offset Flex Wing Mower	\$12,000.00
Trade In Ford 6000, Ford 7610, Ford 6610	(\$12,000.00)

Final Sales Price: \$39,489.30

Cooling System 9.5 qts.
 Crankcase 11.3 qts.
 Transmission and
 Hydraulics 14.25 gal.
 Front Axle (4WD) 10.0 qts

LIGHTING

2 Headlights
 2 Grill side lights
 2 Tail lights
 2 Hazard Flasher Lights with
 Turn Signals (ROPS)
 4 Hazard Flasher Lights with
 Turn
 Signals (CAB)
 7 Pin Electrical Trailer
 Connector

INSTRUMENTS

Tachometer/Hour meter
 Oil Pressure
 Fuel Gauge
 Coolant Temperature

+ Manufacturer estimate.

SELECTED TIRES

AMR8555A & AMR8933 AG TIRES

FRONT - 11.2-24 R1 Firestone Super All Traction (SAT) II WAF

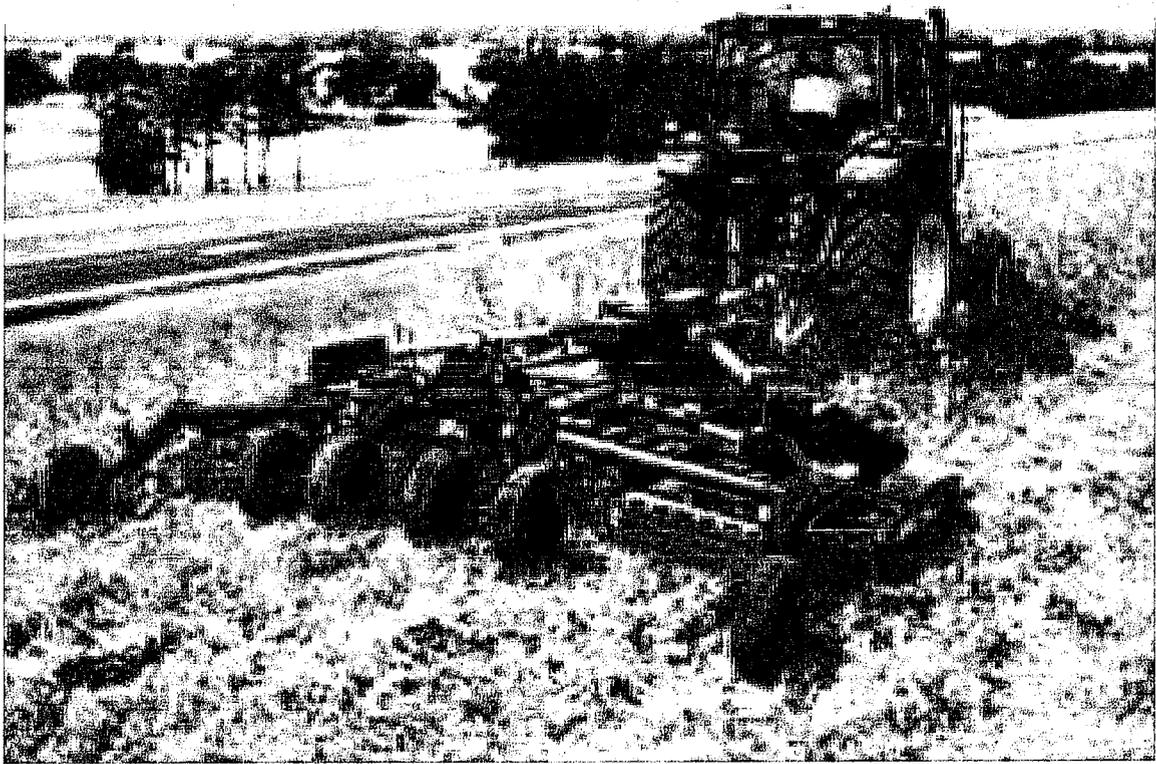
REAR - 16.9-30 R1 Goodyear DuraTorque 19mm holes

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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Carolyn L. Guidry
COUNTY CLERK

Theresa Goodness
Chief Deputy

JEFFERSON COUNTY
P. O. Box 1151
Beaumont, Texas 77704
409-835-8475 Phone
409-839-2394 FAX

Email Address:
countyclerk@co.jefferson.tx.us

September 14, 2014

Patrick Swain, County Auditor
C/o Fran Lee, Financial Manager
1149 Pearl Street
7th Floor
Beaumont, Texas 77701

Fran,

Please transfer monies from 120-1034-414-50-24 (ELECTION EXP. – JUDGES/CLKS) to 120-1034-414-30-84 (MINOR EQUIPMENT) to cover shortage for purchase of a CF Duplicator PRO for the Election department. The current gang-burner is out of service and cannot be repaired. The amount to transfer is \$1400.00.

Respectfully,

Carolyn L. Guidry
County Clerk



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	AGGREGATE NO.	DATE
1BH1NT7	2735480	9/8/2014

BILL TO:
 JEFFERSON COUNTY
 1149 PEARL ST FL 6
 MIS DEPT

Accounts Payable
 BEAUMONT, TX 77701-3638

Customer Phone #409.835.8447

SHIP TO:
 JEFFERSON COUNTY
 Attention To: ATTN:VANESSA LACHNEY
 1149 PEARL STREET
 FLOOR 6TH

BEAUMONT, TX 77701
 Contact: VANESSA
 LACHNEY 409.835.8447

Customer P.O. # CF DUPLICATOR-
 CCLERK

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHRIS FUCHS 866.339.4117		DROP SHIP-GROUND		GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3385490	ADDONICS 1:10 CF DUPLICATOR PRO Mfg#: CFD10-2S Contract: TCPN - Technology Solutions R5106 R5106	1,359.44	1,359.44
SUBTOTAL				1,359.44
FREIGHT				0.00
TAX				0.00
TOTAL				1,359.44

US Currency

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 312.705.8262

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE 
SUBJECT: BUDGET TRANSFER
DATE: SEPTEMBER 8, 2014

The following budget transfer is necessary for 58th District Court for additional cost for employees' insurance. Please call if you have any questions.

120-2033-412-2003	Employees' Insurance	\$1,210
120-2033-412-1001	Department Head	\$1,210

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE 
SUBJECT: BUDGET TRANSFER
DATE: SEPTEMBER 8, 2014

The following budget transfer is necessary for 252nd District Court for correction to previous transfer. Please call if you have any questions.

120-2037-412-1002	Assistants & Clerks	\$5,100	
120-2037-412-1007	Court Reporter	\$2,850	
120-2037-412-2003	Employees' Insurance		\$7,950

Fran Lee

From: Peggy Coleman <pjcoleman@ag.tamu.edu>
Sent: Tuesday, September 09, 2014 8:47 AM
To: Fran Lee (flee@co.jefferson.tx.us)
Subject: Transfer of funds

Fran – Will you transfer the following:

From Computer Equipment	120-41-71-461-60-02	\$375	To Travel	120-40-71-461-50-62
From Minor Equipment	120-40-71-461-30-84	\$400	To Travel	120-40-71-461-50-62

Thank you. I know you need to take it to Commissioners Court, so I will wait to hear from you next week.



Peggy J. Coleman

Administrative Secretary | Texas A&M AgriLife Extension Service
 1225 Pearl Street, Suite 200, Beaumont, TX 77701
 Phone: (409) 835-8461 | Fax: (409) 839-2310 | pjcoleman@ag.tamu.edu
<http://jefferson.agrilife.org/>
In GOD we trust

Fran Lee

From: David Fontenot <dfontenot@co.jefferson.tx.us>
Sent: Wednesday, September 10, 2014 9:52 AM
To: flee@co.jefferson.tx.us
Subject: Budget amendment request.

Fran, I would like to request \$60,000.00 to be moved into my fuel account: 120-8095-417-3037. This should get us through the remainder of September 2014 for the SC/Jail and Sub Courthouse.

Thank you, David Fontenot.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
JAN GIROUARD & ASSOCIATES	200.00	398211	
TRI-CITY COFFEE SERVICE	252.20	398297	
WARREN'S DO-NUTS	126.69	398380	578.89**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	487.45	398181	
TRI-CON, INC.	3,122.34	398296	
WALMART COMMUNITY BRC	208.32	398332	
UNITED STATES POSTAL SERVICE	.41	398334	
EDDIE ARNOLD	1,016.42	398374	
LANSDOWNE-MOODY CO	791.85	398389	5,626.79**
ROAD & BRIDGE PCT.#2			
SUPERIOR TIRE & SERVICE	75.81	398167	
COBURN'S, BEAUMONT BOWIE (1)	583.64	398186	
ALL-PHASE ELECTRIC SUPPLY	370.63	398190	
MUSTANG CAT	504.04	398252	
AT&T	89.10	398286	
FASTENAL	840.55	398321	
BUMPER TO BUMPER	100.49	398372	
S H ABSOLUTE CONSTRUCTION LLC	6,111.00	398487	
A-1 AMERICAN FENCE INC	2,894.00	398523	11,569.26**
ROAD & BRIDGE PCT. # 3			
WALMART COMMUNITY BRC	21.72	398332	
LANSDOWNE-MOODY CO	304.69	398389	
BOONE'S TOWING & RECOVERY	175.00	398393	
PRO CHEM INC	476.02	398470	368.05**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY	18.15	398185	
RB EVERETT & COMPANY, INC.	138.23	398201	
W.W. GRAINGER, INC.	157.61	398213	
ENTERGY	10.88	398217	
CASH ADVANCE ACCOUNT	681.34	398232	
3M COMPANY TAF 2310	675.00	398241	
M&D SUPPLY	109.35	398242	
MUNRO'S	72.93	398251	
PARTS EXCHANGE COMPANY, INC.	85.00	398258	
PHILPOTT MOTORS, INC.	37.39	398262	
PORT ARTHUR NEWS, INC.	99.99	398265	
VULCAN MATERIALS CO.	29,888.66	398298	
WASTE MGT. GOLDEN TRIANGLE, INC.	68.17	398300	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	728.68	398361	
BELT SOURCE	37.05	398388	
MARTIN PRODUCT SALES LLC	11,632.13	398395	
NATALIE ROBERTS	47.04	398416	
INTERSTATE ALL BATTERY CENTER - BMT	449.80	398431	
DRAGO SUPPLY	472.80	398438	
JEFFERSON COUNTY CREDIT CARDS	150.00	398442	
ASCO	459.28	398488	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	298.26	398506	
PETROLEUM MATERIALS LLC	76.00	398518	
GCR TIRES & SERVICE	324.14	398524	46,717.88**
ENGINEERING FUND			
WESTERN DATA	332.50	398302	332.50**
PARKS & RECREATION			
ENTERGY	1,786.22	398217	1,786.22**
GENERAL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
HERBERT L. JAMISON & CO.	1,727.93	398226	1,727.93*
TAX OFFICE			
SUSIE JAMES	822.97	398225	
OFFICE DEPOT	936.28	398257	
ACE IMAGEWEAR	20.69	398279	
SOUTHEAST TEXAS WATER	258.95	398283	
TEXAS AGRILIFE EXTENSION SERVICES	620.00	398292	
TERRY WUENSCHER	199.00	398318	
UNITED STATES POSTAL SERVICE	583.19	398334	
UNITED STATES POSTAL SERVICE	12.98	398335	
TRACY KNIGHT	741.88	398340	
DEBBIE PLETCHER	149.00	398358	4,344.94*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	100.00	398175	
PRE CHECK, INC.	41.25	398329	
UNITED STATES POSTAL SERVICE	2.03	398334	143.28*
AUDITOR'S OFFICE			
OFFICE DEPOT	326.03	398257	
UNITED STATES POSTAL SERVICE	2.89	398334	328.92*
COUNTY CLERK			
ARMA INTERNATIONAL	225.00	398307	
UNITED STATES POSTAL SERVICE	257.73	398334	
UNITED STATES POSTAL SERVICE	77.49	398335	
JEFFERSON COUNTY CREDIT CARDS	206.41	398442	
CANON FINANCIAL SERVICES INC	567.00	398486	1,333.63*
COUNTY JUDGE			
REGINA BELL	500.00	398161	
CHEROKEE COUNTY CLERK	572.00	398192	
JAN GIROUARD & ASSOCIATES	400.00	398211	
CATHERINE BRUNEY	500.00	398222	
ANITA F. PROVO	500.00	398269	
KEVIN PAULA SEKALY PC	500.00	398276	
TAC - TEXAS ASSN. OF COUNTIES	225.00	398289	
THOMAS O. MOSES	1,000.00	398382	
JEFF R BRANICK	367.20	398397	
MARJORIE RUTH PERRY	500.00	398447	
JOSHUA C HEINZ	500.00	398471	5,564.20*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.22	398334	
VERONA ADAMS	14.60	398352	
TARA RUPP	70.34	398409	86.16*
COUNTY TREASURER			
CDW COMPUTER CENTERS, INC.	535.82	398322	
UNITED STATES POSTAL SERVICE	147.78	398334	683.60*
GENERAL SERVICES			
JEFFERSON CTY. CLERK	47.00	398158	
B&L MAIL PRESORT SERVICE	1,596.46	398172	
JEFFERSON CTY. APPRAISAL DISTRICT	226,402.92	398230	
JEFFERSON CTY. DISTRICT CLERK	2.00	398231	
PHYSICIAN SALES & SERVICE, INC.	1,222.36	398263	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	398293	
INTERFACE EAP	1,691.25	398311	
TEXAS COFFEE COMPANY	111.87	398319	
JUSTICE OF THE PEACE, PCT. 8	106.00	398323	
JEFFERSON CTY - CONSTABLE PCT 8	65.00	398355	
JEFFERSON COUNTY CREDIT CARDS	204.76	398442	
DYNAMEX INC	228.25	398501	231,933.15*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC. ENTERPRISE SYSTEMS CORPORATION	1,568.39 19,649.85	398322 398512	21,218.24*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	131.27 97.26	398257 398334	228.53*
ELECTIONS DEPARTMENT			
M&D SUPPLY VERIZON WIRELESS SIERRA SPRING WATER CO. - BT	24.94 899.39 25.08	398242 398330 398339	949.41*
DISTRICT ATTORNEY			
ROBERT P. ORTEGO FED EX CASH ADVANCE ACCOUNT JONES MCCLURE PUBLISHING, INC. RANDI A. KING PATRICK KNAUTH MANNINGS SCHOOL SUPPLY CREIG D. MILLER OFFICE DEPOT UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE TALON INSURANCE AGENCY, LTD CHILD ABUSE & FORENSIC SERVICES CLINT WOODS MCM ELEGANTE HOTEL LUKE NICHOLS RACHEL GROVE OPREX SURGERY BEAUMONT, LP KOBY HOFFPAUIR HEALTHPORT	922.41 9.42 290.86 91.00 979.20 895.20 19.95 65.00 32.12 181.13 3.13 100.00 125.00 488.10 195.50 488.10 488.10 87.00 535.56 20.99	398156 398205 398232 398234 398236 398238 398244 398248 398257 398334 398335 398342 398344 398357 398379 398391 398426 398428 398448 398498	5,953.53*
DISTRICT CLERK			
CARPENTER'S TIME CENTER INC. UNITED STATES POSTAL SERVICE	135.00 101.17	398180 398334	236.17*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW DONALD W. DUESLER & ASSOC. EDWARD B. GRIPON, M.D., P.A. LEAH HAYES UNITED STATES POSTAL SERVICE C. HADEN CRIBBS JR., PC	4,167.00 8,334.00 1,190.00 1,920.60 .81 8,334.00	398174 398196 398214 398219 398334 398464	23,946.41*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE LEXIS-NEXIS	2.03 112.00	398334 398336	114.03*
60TH DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION OFFICE DEPOT UNITED STATES POSTAL SERVICE	125.00 65.26 .81	398229 398257 398334	191.07*
136TH DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION LEXIS-NEXIS	125.00 51.00	398229 398336	176.00*
172ND DISTRICT COURT			
LEXIS-NEXIS	51.00	398336	51.00*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID W BARLOW	4,167.00	398174	
JEFFERSON CTY. BAR ASSOCIATION	125.00	398229	
OFFICE DEPOT	273.62	398257	
BRUCE N. SMITH	900.00	398282	
BRACK JONES JR.	8,333.33	398313	
KEVIN S. LAINE	600.00	398316	
CHARLES ROJAS	800.00	398325	
UNITED STATES POSTAL SERVICE	139.10	398334	
LEXIS-NEXIS	51.00	398336	
SHEIGH SUMMERLIN	8,333.33	398384	
RYAN GERTZ	900.00	398436	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	398453	
CANON FINANCIAL SERVICES INC	249.00	398486	
279TH DISTRICT COURT			25,466.38*
PHILLIP DOWDEN	500.00	398168	
LAIRON DOWDEN, JR.	975.00	398193	
CATHERINE BRUNEY	325.00	398222	
LEXIS-NEXIS	51.00	398336	
JOEL WEBB VAZQUEZ	1,050.00	398370	
ANGELA L MORMAN	150.00	398406	
TONYA CONNELL TOUPS	75.00	398411	
LAURIE PEROZZO	500.00	398433	
JONATHAN L. STOVALL	500.00	398445	
GORDON D. FRIESZ	1,000.00	398450	
WILLIAM FORD DISHMAN	500.00	398500	
MATUSKA LAW FIRM	150.00	398511	
317TH DISTRICT COURT			5,776.00*
TRACEY D. BURK	42.90	398179	
TRAVIS EVANS	975.00	398200	
LEXIS-NEXIS	51.00	398336	
JUDY PAASCH	2,233.33	398373	
ACCO BRANDS DIRECT	52.98	398491	
JUSTICE COURT-PCT 1 PL 1			3,355.21*
OFFICE DEPOT	52.49	398257	
UNITED STATES POSTAL SERVICE	21.47	398334	
JUSTICE COURT-PCT 1 PL 2			73.96*
UNITED STATES POSTAL SERVICE	483.84	398334	
JUSTICE COURT-PCT 2			483.84*
TEXAS STATE UNIVERTY/SAN MARCOS	300.00	398285	
CODE BLUE	222.00	398369	
JUSTICE COURT-PCT 6			522.00*
UNITED STATES POSTAL SERVICE	23.92	398334	
JUSTICE COURT-PCT 7			23.92*
BEAUMONT ENTERPRISE	276.64	398199	
OFFICE DEPOT	46.61	398257	
POSTMASTER	1,381.80	398266	
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	75.00	398387	
JUSTICE OF PEACE PCT. 8			1,780.05*
UNITED STATES POSTAL SERVICE	362.69	398335	
COUNTY COURT AT LAW NO.1			362.69*
JONES MCCLURE PUBLISHING, INC.	255.00	398234	
LEXIS-NEXIS	45.00	398336	
SIERRA SPRING WATER CO. - BT	95.23	398338	
LAWYERS DIARY AND MANUAL LLC	68.00	398532	
COUNTY COURT AT LAW NO. 2			463.23*

NAME	AMOUNT	CHECK NO.	TOTAL
KEVIN PAULA SEKALY PC	300.00	398276	
UNITED STATES POSTAL SERVICE	11.77	398334	
COUNTY COURT AT LAW NO. 3			311.77*
MARVA PROVO	250.00	398268	
NATHAN REYNOLDS, JR.	500.00	398272	
CHARLES ROJAS	250.00	398325	
JOHN D WEST	250.00	398328	
UNITED STATES POSTAL SERVICE	14.21	398334	
JOEL WEBB VAZQUEZ	250.00	398370	
THE PARKER LAW FIRM	600.00	398435	
SAMUEL & SON LAW FIRM PLLC	750.00	398526	
COURT MASTER			2,864.21*
JUDGE LARRY GIST	626.98	398210	
HAROLD PLESSALA	3,700.00	398264	
UNITED STATES POSTAL SERVICE	2.44	398334	
LEXIS-NEXIS	51.00	398336	
LAWYERS DIARY AND MANUAL LLC	75.00	398532	
MEDIATION CENTER			4,455.42*
NATIONAL ASSN. FOR COMMUNITY LEADERSHIP SOUTHEAST TEXAS	50.00	398253	
UNITED STATES POSTAL SERVICE	50.00	398314	
USER FRIENDLY PHONE BOOK	2.44	398334	
JEFFERSON COUNTY CREDIT CARDS	561.60	398377	
COMMUNITY SUPERVISION	795.00	398442	
OFFICE DEPOT			1,459.04*
SHERIFF'S DEPARTMENT	450.00	398257	
A&B OUTDOOR EQUIPMENT			450.00*
CITY OF NEDERLAND	15.53	398155	
GT DISTRIBUTORS, INC.	48.80	398183	
GALL'S, INC.	150.00	398208	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	398.36	398209	
LYNN PEAVEY CO., INC.	660.00	398227	
MCNEILL INSURANCE AGENCY	547.85	398240	
OFFICE DEPOT	71.00	398246	
JOHN SHAUBERGER	635.40	398257	
AT&T	18.00	398278	
CDW COMPUTER CENTERS, INC.	119.00	398286	
UNITED STATES POSTAL SERVICE	1,286.00	398322	
BEAUMONT OCCUPATIONAL SERVICE, INC.	1,062.29	398334	
FIVE STAR FEED	32.95	398343	
CODE BLUE	127.45	398364	
SNAP-ON-TOOLS	216.00	398369	
RITA HURT	969.80	398417	
B&H PHOTO VIDEO PRO AUDIO	275.00	398461	
CARDIAC SCIENCE CORPORATION	168.00	398473	
A-T SOLUTIONS	105.00	398528	
CRIME LABORATORY	299.00	398530	
AGILENT TECHNOLOGIES			7,205.43*
FED EX	816.00	398166	
FISHER SCIENTIFIC	224.19	398206	
OFFICE DEPOT	146.85	398207	
SANITARY SUPPLY, INC.	49.99	398257	
HENRY SCHEIN, INC.	107.47	398274	
ZEE MEDICAL SERVICE	295.49	398275	
EMILY ESQUIVEL	59.02	398306	
CHRIS FONTENOT	8.23	398368	
REBEKAH SWEETENHAM	8.23	398404	
LIPOMED	186.00	398418	
JEFFERSON COUNTY CREDIT CARDS	12.00	398441	
RDB SERVICES	38.00	398442	
JAIL - NO. 2	500.00	398463	
			2,351.49*

NAME	AMOUNT	CHECK NO.	TOTAL
MARK'S PLUMBING PARTS	620.70	398154	
BRANCE KRACHY CO., INC.	7.03	398178	
COBURN'S, BEAUMONT BOWIE (1)	68.72	398186	
HERNANDEZ OFFICE SUPPLY, INC.	250.59	398220	
M&D SUPPLY	202.86	398242	
MOORE SUPPLY, INC.	227.86	398250	
RALPH'S INDUSTRIAL ELECTRONICS	245.63	398273	
SANITARY SUPPLY, INC.	5,289.81	398274	
SUTHERLAND LUMBER CO.	71.94	398287	
WASTE MGT. GOLDEN TRIANGLE, INC.	130.50	398300	
WILLBANKS & ASSOCIATES	259.79	398305	
CUMMINS SOUTHERN PLAINS	309.10	398320	
LOWE'S HOME CENTERS, INC.	318.92	398347	
LONE STAR UNIFORMS, INC.	3,990.65	398350	
TEXAS GAS SERVICE	477.13	398359	
TRIDENT PETROLEUM EQUIPMENT	394.38	398385	
FIRETROL PROTECTION SYSTEMS, INC.	152.00	398425	
WORLD FUEL SERVICES	392.00	398434	
FIVE STAR CORRECTIONAL SERVICE	38,585.46	398439	
JEFFERSON COUNTY CREDIT CARDS	94.97	398442	
INDUSTRIAL & COMMERCIAL MECHANICAL	156.00	398467	
CONSTELLATION NEWENERGY - GAS DIVIS	3,663.89	398483	
BENCHMARK PLUMBING	1,082.00	398499	
WASTEWATER TRANSPORT SERVICES LLC	2,003.00	398517	
JUVENILE PROBATION DEPT.			58,994.93*
ELAINE MADOLE	202.16	398243	
OFFICE DEPOT	419.19	398257	
LARONDA TURNER	72.80	398259	
CHERYL TARVER	145.60	398310	
UNITED STATES POSTAL SERVICE	21.26	398334	
LATRICIA COLEMAN	147.84	398351	
NISHA AMIN	1,200.00	398413	
LATONYA DOUCET	77.28	398419	
RASHUNDA FLETCHER	146.72	398421	
LATISHA STEELE	30.24	398489	
JUVENILE DETENTION HOME			2,463.09*
COBURN'S, BEAUMONT BOWIE (1)	1,225.00	398186	
EPS	5,189.39	398197	
WASTE MGT. GOLDEN TRIANGLE, INC.	430.21	398300	
JOHN C. WHITE, D.D.S.	200.00	398304	
OAK FARM DAIRY	282.90	398315	
BAPTIST BEAUMONT HOSPITAL	1,298.00	398348	
VANSHECA SANDERS-CHEVIS	900.00	398402	
FIRETROL PROTECTION SYSTEMS, INC.	146.50	398425	
BROTHERS PRODUCE	165.76	398459	
AI FILTER SERVICE COMPANY	183.79	398460	
EMERGENCY POWER SERVICE	1,055.50	398466	
CONSTABLE PCT 1			11,077.05*
CARPENTER'S TIME CENTER INC.	172.70	398180	
UNITED STATES POSTAL SERVICE	56.42	398334	
COLEY "NICK" SALEME	15.79	398508	
CONSTABLE-PCT 2			244.91*
COTTON CARGO	112.50	398191	
CASH ADVANCE ACCOUNT	697.05	398232	
CENTRAL POLICE SUPPLY, INC	369.00	398378	
CHRISTOPHER BATES	129.33	398481	
CONSTABLE-PCT 6			1,307.88*
OFFICE DEPOT	76.92	398257	
UNITED STATES POSTAL SERVICE	6.09	398334	
CONSTABLE PCT. 7			83.01*
JEFFERSON COUNTY CREDIT CARDS	87.45	398442	
CONSTABLE PCT. 8			87.45*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	124.95	398257	
CODE BLUE	896.00	398369	
COUNTY MORGUE			1,020.95*
BJ TRANSPORT SERVICE, INC.	10,333.33	398173	
A1 FILTER SERVICE COMPANY	23.60	398460	
AGRICULTURE EXTENSION SVC			10,356.93*
TERRIE S. LOONEY	91.84	398153	
CASH ADVANCE ACCOUNT	200.00	398232	
OFFICE DEPOT	291.56	398257	
TEXAS A&M - BOOKSTORE	76.82	398317	
M J EBELING	373.91	398480	
HEALTH AND WELFARE NO. 1			1,034.13*
CLAYBAR FUNERAL HOME, INC.	1,968.00	398184	
MERCY FUNERAL HOME	1,500.00	398247	
PETTY CASH - N C WELFARE	168.99	398261	
PHYSICIAN SALES & SERVICE, INC.	425.10	398263	
UNITED STATES POSTAL SERVICE	57.14	398334	
PROCTOR'S MORTUARY INC	1,500.00	398437	
NOVARTIS VACCINES AND DIAGNOSTICS	658.91	398476	
HEALTH AND WELFARE NO. 2			6,278.14*
O.W. COLLINS APARTMENTS	117.63	398187	
PHYSICIAN SALES & SERVICE, INC.	1,427.35	398263	
UNITED STATES POSTAL SERVICE	424.78	398335	
TEXAS GAS SERVICE	58.64	398360	
NURSE PRACTITIONER			2,028.40*
OFFICE DEPOT	269.34	398257	
PHYSICIAN SALES & SERVICE, INC.	295.74	398263	
SIERRA SPRING WATER CO. - BT	18.39	398337	
CHILD WELFARE UNIT			583.47*
BEAUMONT OCCUPATIONAL SERVICE, INC.	389.50	398343	
J.C. PENNEY'S	325.00	398345	
SEARS COMMERICAL CREDIT	196.41	398346	
KEYANA HAILEY PAYEE	20.00	398354	
TYMIR WILSON PAYEE	20.00	398392	
CHUMARI WILSON PAYEE	50.00	398394	
TAYLOR SAVOY PAYEE	20.00	398400	
TYLER SAVOY PAYEE	20.00	398401	
DEVIN KASPAR	20.00	398408	
J'LYNN HENDRIX	50.00	398430	
JAYLISHA ARDOIN	20.00	398440	
DIAMOND DELFIERRO PAYEE	20.00	398446	
KRISTIN SIMONS PAYEE	20.00	398451	
ANTHONY DISOMBA PAYEE	50.00	398455	
AARON VINSON	20.00	398456	
CONNOR BELDEN	20.00	398457	
WILLIAM GILBERT	20.00	398458	
ALYJAH HALEY	20.00	398462	
RHONDA PRUDHOMME	20.00	398465	
BETTY PRICE	20.00	398468	
LAFRONIA BATISTE	20.00	398469	
ROBIN FRANK PAYEE	20.00	398474	
TYSHAWN MCCRARY PAYEE	15.00	398477	
ARIANNA HALEY	20.00	398484	
QUINN DIXON PAYEE	20.00	398485	
HUNTER LACROIX	20.00	398492	
KAYANA SIMON PAYEE	20.00	398493	
JACOB GILBERT PAYEE	30.00	398495	
TYQUAN MCCRARY PAYEE	15.00	398496	
MAKAYLEE ANDERSON	40.00	398497	
TAMIA GOODMAN PAYEE	20.00	398502	
ABBIE BLANDFORD	20.00	398507	

NAME	AMOUNT	CHECK NO.	TOTAL
ASHANTI M MCCRAY	20.00	398513	
FATIMA ZAVALA	20.00	398514	
AAYARRII CEASAR	20.00	398515	
TRELIN FARR	20.00	398516	
KARL GREEN PAYEE	40.00	398519	
TONI GREEN PAYEE	20.00	398520	
TYTIANNA WELLS SIGARST	20.00	398521	
WILLIAM GREEN	40.00	398522	
K-MART #4128	346.77	398535	
ASHANTI L SCOTT	15.00	398536	
JATROYA GREEN PAYEE	15.00	398537	
JAYDEN HENDRIX PAYEE	15.00	398538	
SIERRA M COLLAZO	20.00	398539	
SKLAR DANIELS PAYEE	50.00	398540	
OMARI COLEMAN PAYEE	50.00	398541	
ENVIRONMENTAL CONTROL			2,312.68*
CANON FINANCIAL SERVICES INC	214.00	398486	214.00*
INDIGENT MEDICAL SERVICES			
PRECISION DYNAMICS CORP.	475.51	398267	475.51*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	90.00	398152	
MARK'S PLUMBING PARTS	332.61	398154	
JOHNSTONE SUPPLY	188.13	398164	
BINSWANGER GLASS CO.	340.16	398177	
CINTAS, INC.	700.44	398182	
COBURN'S, BEAUMONT BOWIE (1)	67.60	398186	
ECOLAB	209.95	398198	
W.W. GRAINGER, INC.	297.31	398213	
HYDRO-CLEAN SERVICES, INC.	435.00	398223	
M&D SUPPLY	120.34	398242	
MCCOWN PAINT & SUPPLY OF TEXAS	194.32	398245	
FRED MILLER STORES	757.84	398249	
RALPH'S INDUSTRIAL ELECTRONICS	42.68	398273	
SANITARY SUPPLY, INC.	4,755.72	398274	
ACE IMAGEWEAR	340.38	398279	
SOUTHWEST BUILDING SYSTEMS	1,765.00	398284	
WARREN EQUIPMENT CO.	400.74	398299	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,300.63	398300	
UNITED STATES POSTAL SERVICE	.34	398334	
OTIS ELEVATOR COMPANY	2,756.00	398366	
CENTERPOINT ENERGY RESOURCES CORP	274.19	398375	
CUSTOM FLOORING - VIDOR	300.00	398396	
A1 FILTER SERVICE COMPANY	732.70	398460	
WASTEWATER TRANSPORT SERVICES LLC	248.00	398517	16,650.08*
MAINTENANCE-PORT ARTHUR			
GUARDIAN FORCE	353.69	398160	
DRAGO HARDWARE CO.	10.99	398195	
ENTERGY	5,500.15	398217	
FRED MILLER STORES	193.40	398249	
NOACK LOCKSMITH	13.50	398254	
LOWE'S HOME CENTERS, INC.	428.26	398347	
PETROLEUM MATERIALS LLC	17.80	398518	6,517.79*
MAINTENANCE-MID COUNTY			
CONN'S APPLIANCES & PART	269.99	398189	
ALL-PHASE ELECTRIC SUPPLY	31.05	398190	301.04*
SERVICE CENTER			
ACTION AUTO GLASS	217.09	398163	
CLASSIC TINT	99.00	398169	
J.K. CHEVROLET CO.	2,784.22	398224	
JERRY'S AUTOMOTIVE	59.50	398233	
KINSEL FORD, INC.	1,054.74	398237	

NAME	AMOUNT	CHECK NO.	TOTAL
M&D SUPPLY	92.88	398242	
PHILPOTT MOTORS, INC.	83.74	398262	
SMART'S TRUCK & TRAILER, INC.	62.00	398281	
AT&T	57.46	398286	
NEDERLAND HARDWARE SUPPLY	6.56	398303	
AUTO ZONE	109.70	398308	
FIRST CALL	1,803.96	398353	
HERRERA'S EMERGENCY LIGHTING	20.00	398362	
VOYAGER FLEET SYSTEM, INC.	38,201.58	398363	
BUMPER TO BUMPER	319.69	398372	
AIRPORT GULF TOWING LLC	95.00	398383	
AMERICAN TIRE DISTRIBUTORS	1,873.01	398423	
MIGHTY OF SOUTHEAST TEXAS	73.68	398452	
SILSBEE FORD INC	474.78	398503	
VETERANS SERVICE			47,488.59*
UNITED STATES POSTAL SERVICE	10.92	398334	
UNITED STATES POSTAL SERVICE	6.52	398335	
HILARY GUEST	121.20	398356	
			138.64*
			526,273.51**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	122.13	398157	
SUPERIOR TIRE & SERVICE	21.89	398167	
MUNRO'S	98.95	398251	
PHILPOTT MOTORS, INC.	356.88	398262	
THE DINGO GROUP-PETE JORGENSON MARI	113.98	398410	
			713.83**
BREATH ALCOHOL TESTING			
CASH ADVANCE ACCOUNT	1,441.18	398232	
J.C. FAMILY TREATMENT CT.			1,441.18**
WALMART COMMUNITY BRC	73.97	398332	
STORMY G CRIBB	3,075.00	398422	
			3,148.97**
LAW LIBRARY FUND			
TEXAS LAWYER	419.88	398295	
EMPG GRANT			419.88**
BUCK SPRINGS WATER	2,296.00	398475	
JUVENILE DETENTION - TJPC			2,296.00**
VERIZON WIRELESS	58.91	398330	
GRT N MENTAL HEALTH SVCS			58.91**
OFFICE DEPOT	274.60	398257	
JUVENILE TJPC-A-2014-123			274.60**
OFFICE DEPOT	294.64	398257	
PEGASUS SCHOOL	4,591.41	398260	
BI INCORPORATED	538.46	398326	
VICTORIA COUNTY JUVENILE SERVICES	4,340.00	398414	
CORNELL CORRECTIONS OF TEXAS	4,591.41	398509	
CORNERSTONE PROGRAMS CORPORATION	5,419.00	398527	
			19,774.92**
JUVENILE PROB & DET. FUND			
GULF COAST TRADES CENTER	3,193.93	398216	
PEGASUS SCHOOL	1,184.88	398260	
VICTORIA COUNTY JUVENILE SERVICES	3,038.00	398414	
CORNELL CORRECTIONS OF TEXAS	9,182.82	398509	
CORNERSTONE PROGRAMS CORPORATION	4,154.00	398527	
G4S YOUTH SERVICES LLC	2,380.00	398534	
			23,133.63**
COMMUNITY SUPERVISION FND			

NAME	AMOUNT	CHECK NO.	TOTAL
MARK M ASTERIS JR.	58.24	398170	
DIANNA L. COLUMBUS	112.00	398188	
JEFFERSON CTY. COMMUNITY SUP.	1,371.22	398228	
CASH ADVANCE ACCOUNT	1,928.56	398232	
OFFICE DEPOT	15.24	398257	
FRED PRYOR SEMINARS & CAREER TRACK	249.00	398271	
TIME WARNER COMMUNICATIONS	80.19	398291	
ANGELA DUGAY	263.20	398324	
UNITED STATES POSTAL SERVICE	83.80	398334	
UNITED STATES POSTAL SERVICE	325.62	398335	
JUDY LINDLEY	62.72	398371	
JULIA COLYER	15.68	398429	
JCCSC	246.00	398444	
STACY TULLIER	117.04	398454	
GREGORY CLARK JR	132.72	398478	
			5,030.75**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	484.44	398162	
FAST SIGNS, INC.	77.00	398204	
GOLD CREST ELECTRIC CO., INC.	170.00	398212	
HYDRO-CLEAN SERVICES, INC.	385.00	398223	
KAY ELECTRONICS, INC.	160.06	398235	
LUBE SHOP	82.48	398239	
M&D SUPPLY	192.20	398242	
SYSCO FOOD SERVICES, INC.	662.59	398288	
TIME WARNER COMMUNICATIONS	31.24	398290	
WASTE MGT. GOLDEN TRIANGLE, INC.	512.68	398301	
TEXAS FIRE & COMMUNICATIONS	425.00	398327	
THE CHANGE COMPANIES	3,410.44	398349	
BEN E KEITH FOODS	554.22	398367	
CENTERPOINT ENERGY RESOURCES CORP	370.95	398375	
MELODY C ANTOON RN	1,460.00	398399	
JEFFERSON COUNTY CREDIT CARDS	1,556.92	398442	
SAM'S CLUB DIRECT	443.51	398472	
			10,978.73**
MENTALLY IMPAIRED OFFEND.			
TRAZARRA STELLY	70.00	398412	
CHRISTAVIA WILLRIDGE	85.68	398533	
			155.68**
CIVIL PROBATION			
JALANTA ALLEN	105.28	398415	
			105.28**
COMMUNITY CORRECTIONS PRG			
TRACY ROBINSON	70.00	398159	
			70.00**
DRUG DIVERSION PROGRAM			
FRED PRYOR SEMINARS & CAREER TRACK	49.00	398270	
MELINDA CONNER	87.36	398398	
TISH JONES	8.40	398510	
			144.76**
DRUG INTERVENTION COURT			
BEAUMONT TROPHIES	4.40	398176	
			4.40**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	106.53	398322	
			106.53**
DARE CONTRIBUTIONS FUND			
CREATIVE PRODUCT SOURCING	3,143.53	398405	
			3,143.53**
DEPUTY SHERIFF EDUCATION			
STANLEY SHIPPER	165.00	398365	
			165.00**
CONST. PCT. 6 EDUCATION			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	971.54	398232	971.54**
J.P. COURTROOM TECH. FUND			
SHI GOVERNMENT SOLUTIONS, INC.	1,646.00	398341	1,646.00**
HOTEL OCCUPANCY TAX FUND			
GOLD CREST ELECTRIC CO., INC.	85.00	398212	
MUNRO'S	29.25	398251	
AT&T	171.73	398286	
TRI-CITY COFFEE SERVICE	90.90	398297	
US FLAG & FLAGPOLE SUPPLY	376.56	398309	
DISH NETWORK	107.62	398403	
MATERA PAPER COMPANY INC	85.88	398490	946.94**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	720.00	398165	
OFFICE DEPOT	45.08	398257	
TEXAS GENERAL LAND OFFICE	2,870.08	398294	
JEFFERSON COUNTY CREDIT CARDS	2,339.00	398442	
MER CO	1,325.00	398529	7,299.16**
AIRPORT FUND			
HILO / O'REILLY AUTO PARTS	30.38	398157	
THE EXAMINER	800.00	398202	
FED EX	37.12	398205	
W.W. GRAINGER, INC.	460.94	398213	
ENTERGY	426.56	398218	
FRED MILLER STORES	22.95	398249	
OFFICE DEPOT	425.14	398257	
RALPH'S INDUSTRIAL ELECTRONICS	16.00	398273	
SANITARY SUPPLY, INC.	187.55	398274	
SHERWIN-WILLIAMS	120.58	398280	
AT&T	605.14	398286	
TRI-CON, INC.	1,282.43	398296	
GARSITE	481.60	398312	
E GENESIS	250.00	398390	
RUTTY & MORRIS LLC	412.20	398407	
ASCENT AVIATION GROUP INC	378.65	398420	
FIRETROL PROTECTION SYSTEMS, INC.	1,349.25	398425	
LAMAR ADVERTISING	540.00	398427	
UNIFIRST HOLDINGS INC	195.40	398432	
MOWERS TRACTORS INC	30.50	398449	
CRAWFORD ELECTRIC SUPPLY COMPANY	290.23	398479	
ADVANCE AUTO PARTS	68.98	398482	
PPG ARCHITECTURAL COATINGS	317.86	398494	
EASTERN AVIATION FUELS INC	101,006.70	398525	109,736.16**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	18,231.29	398381	
RELIANCE STANDARD LIFE INSURANCE	5,449.76	398386	
GROUP ADMINISTRATIVE CONCEPTS INC	720.00	398443	
COMPASS PROFESSIONAL HEALTH SERVICE	6,300.00	398504	
SA BENEFITS SERVICES LLC	38,291.40	398505	68,992.45**
LIABILITY CLAIMS ACCOUNT			
JEFFERSON COUNTY CREDIT CARDS	448.20	398442	
TRIAL TECHNOLOGIES OF BEAUMONT	6,322.50	398531	6,770.70**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	5,497.42	398376	5,497.42**
BAIL BONDING FUND			
PETER DOYLE	1,700.00	398194	1,700.00**
SHERIFF'S FORFEITURE FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
AVIALL	782.48	398171	
FALCON CREST AVIATION SUPPLY, INC.	2,107.69	398203	
HERTZ CORPORATION	578.24	398221	
JEFFERSON COUNTY CREDIT CARDS	91.96	398442	
			3,560.37**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,497.00	398127	
CLEAT	324.00	398128	
JEFFERSON CTY. TREASURER	19,371.43	398129	
RON STADTMUELLER - CHAPTER 13	1,717.50	398130	
INTERNAL REVENUE SERVICE	664.95	398131	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,180.00	398132	
JEFFERSON CTY. COMMUNITY SUP.	10,502.90	398133	
JEFFERSON CTY. TREASURER - HEALTH	408,737.18	398134	
JEFFERSON CTY. TREASURER - PAYROLL	1,573,494.26	398135	
JEFFERSON CTY. TREASURER - PAYROLL	618,958.14	398136	
MONY/MLOA	261.42	398137	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,269.21	398138	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	398139	
JEFFERSON CTY. TREASURER - TCDRS	590,138.61	398140	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,861.65	398141	
JEFFERSON COUNTY TREASURER	2,400.21	398142	
JEFFERSON COUNTY - TREASURER -	5,116.83	398143	
NECHES FEDERAL CREDIT UNION	62,706.57	398144	
JEFFERSON COUNTY - NATIONWIDE	52,733.23	398145	
TENNESSEE CHILD SUPPORT	115.38	398146	
NCO FINANCIAL SYSTEMS INC	122.30	398147	
SBA - U S DEPARTMENT OF TREASURY	168.49	398148	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	398149	
WILLIAM E HEITKAMP	689.00	398150	
JOHN TALTON	567.69	398151	
			3,369,754.10**
MARINE DIVISION			
W.W. GRAINGER, INC.	99.78	398213	
GULF COAST SCREW & SUPPLY	348.65	398215	
ENTERGY	554.41	398217	
SETZER HARDWARE, INC.	8.50	398277	
AT&T	78.98	398286	
VERIZON WIRELESS	531.86	398331	
BUMPER TO BUMPER	461.09	398372	
THE DINGO GROUP-PETE JORGENSEN MARI	228.05	398410	
C & I OIL COMPANY INC	8,779.75	398424	
			11,091.07**
ASAP - CONSTABLE PCT 8			
CODE BLUE	902.00	398369	
			902.00**
			4,253,287.59***

JEFFERSON COUNTY CONSTABLE



PRECINCT-1
 COLBY "NICK" SALEMME
 *1085 Pearl Street, Suite 103 * Beaumont, TX 77701-3544 *
 *Telephone: (409) 835-8450 * Facsimile: (409) 839-2390 *
nsaleme@co.jefferson.tx.us



August 14, 2014

Patrick Swain
 County Auditor
 1149 Pearl St., 7th Floor
 Beaumont, TX 77701

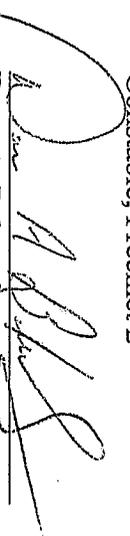
Re: Sheriff and Constable's Fees

After consulting with all the Constables, we are in agreement of the enclosed fee schedule. We reviewed the comparable counties and some fees were omitted. We made adjustments on the fees not listed and agreed with the fee changes. Any questions or concerns, please contact each of us.


 Nick Saleme
 Constable, Precinct 1


 Christopher L. Bates
 Constable, Precinct 2


 James E. Trahan
 Constable, Precinct 4


 Dana A. Baker, Sr.
 Constable, Precinct 6

Jeff Greenway
 Constable, Precinct 7

Eddie J. Collins
 Constable, Precinct 8

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS EFFECTIVE
January 1, 2015

On the 15th day of September 2014, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of the Sheriff and Constables of Jefferson County, TX to become effective January, 2015

County and District Courts	Service Fee
Bill of Review	\$ 65.00
Citation Scire Facias	\$ 70.00
Citation with Notice of Hearing	\$ 70.00
Citations	\$ 70.00
Citations by Certified Mail	\$ 70.00
Constable's Deed of Sale (All Courts)	\$ 70.00
Ex-Parte Protective Order	\$ 65.00
Notice By Publication	\$ 75.00
Notice of An Application for A Protective Order	\$ 70.00
Notice of Garnishment	\$ 75.00
Notice of Hearing	\$ 75.00
Notice of Substitute Trustee Sale	\$ 75.00
Notice to Show Cause	\$ 75.00
Notice to Take Deposition (Oral/Written)	\$ 65.00
Notice/Precept to Serve	\$ 75.00
Postings (Citations)	\$ 70.00
Postings (Notice of Sale)	\$ 65.00
Postings (Probate)	\$ 65.00
Precept to Serve/Ex Probate Order	\$ 75.00
Protective Order	\$ 75.00
Subpoena	\$ 70.00
Summons	\$ 70.00
Tax Warrant	\$ 100.00
Temporary Ex Parte Protective Order	\$ 100.00
Turnover Order (All Courts)	\$ 150.00
Writ of Attachment (All Courts)	\$ 150.00
Writ of Certiorari (All Courts)	\$ 125.00
Writ of Execution * * Commissioners: 10% w/sale/(No Maximum) 5% without sale/(No Max)	\$ 150.00 *
Writ of Garnishment (All Courts)	\$ 125.00
Writ of Habeas Corpus (All Courts)	\$ 150.00
Writ of Injunction	\$ 100.00
Writ of Possession	\$ 150.00
Writ of Possession/(non-eviction) Personal Property	\$ 50.00
Writ of Re-Entry (All Courts)	\$ 150.00
Writ of Sequestration (All Courts)	\$ 200.00
Writ of Temporary Injunction	\$ 100.00
Writ of Temporary Restraining Order	\$ 100.00
Writ of Turnover Order	\$ 100.00
Writ of Order of Sale (All Courts) * * Commissioners: 10% with sale (no maximum) 5% without sale (no maximum)	\$ 150.00 *
Justice of the Peace Courts	
Eviction Citation (Forcible Entry/Detainer)	\$ 70.00
Justice Court Citation	\$ 70.00
Justice Court Subpoena	\$ 70.00
Magistrate Emergency Protective Order Notice	\$ 70.00
Certified Mail	\$ 70.00
Summons	\$ 70.00
Subpoenas	\$ 70.00
Writ of Attachment	\$ 150.00
Writ of Execution * Commissioners: 10% with sale (no maximum) 5% without sale (no maximum)	\$ 150.00 *
Writ of Sequestration	\$ 200.00
Writ of Possession	\$ 150.00
Writ of Possession/(non-eviction) Personal Property	\$ 50.00
Writ of Sequestration	\$ 200.00
Writ of Re-entry	\$ 150.00
Certified Mail (Postage)	\$ 70.00
Notice of Substituted Trustee Sale	\$ 75.00
Turn Over Order	\$ 100.00
Commission to take Oral Deposition	\$ 70.00
Warrants	
Summons/Violation of Compulsory School Law, etc...	\$ 70.00
Criminal Subpoena	\$ 70.00
Warrant -AFRS	\$ 70.00
Warrant for Arrest	\$ 70.00
Capias Pro Fine	\$ 70.00
Warrants (All Courts)	\$ 70.00
Distress Warrants	\$ 150.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED	\$ 100.00

for maximum of 2 hours
per deputy per hour after 2 hours

for maximum of 2 hours
per deputy per hour after 2 hours

*

* With plaintiff direction to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment and costs (except Tax Foreclosure Order of Sale) \$500.00

RECEIVED
SEP 10 2014



Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

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

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

September 10, 2014

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

Gentlemen:

Enclosed is the Investment Schedule as of August 31, 2014, including interest earnings.

The weighted average yield to maturity on the County's investments is .992%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on August 31, 2014 was .03% and the interest on your checking accounts for the month of August was .187%

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

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

This should be on the agenda September 15, 2014, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:

Receive and File Investment Schedule for August, 2014,
including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END AUGUST 31, 2014 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)	
POOLLED CASH ACCOUNT																	
INVESTMENT ACCT	01-Aug-14		\$7,661.66		100	0.150%	31-Aug-14	NONE	31	31	7580310386	WELLS FARGO				\$7,661.66	
CDs and Securities																	
FHLMC .85%	30-Dec-13	\$2,000,000.00	\$2,000,000.00		100	0.850%	30-Dec-16	30-Jun-14	852	1096	3134G4QW1	COASTAL SECURITIES	\$2,001,200.00	\$100.06	\$2,880.56	\$8,500.00	\$2,004,080.56
FHLMC 1.10%	30-Jun-14	\$2,000,000.00	\$2,000,000.00		100	1.100%	30-Jun-17	30-Sep-14	1034	1096	3134G5A90	COASTAL SECURITIES	\$2,001,400.00	\$100.07	\$3,727.78	\$0.00	\$2,005,127.78
FHLMC .50%	20-Jun-13	\$2,000,000.00	\$2,000,000.00		100	0.500%	20-Jun-16	20-Dec-13	659	1096	313393ED9	COASTAL SECURITIES	\$1,996,000.00	\$99.80	\$1,972.22	\$10,000.00	\$1,997,972.22
FHLMC 1.15%	28-Jul-14	\$2,000,000.00	\$2,000,000.00		100	1.150%	28-Jul-17	28-Oct-14	1062	1096	3134G5D36	WELLS SECURITIES	\$1,992,600.00	\$99.63	\$2,108.33	\$10,000.00	\$1,994,708.33
FHLMC 0.90%	20-Mar-14	\$2,000,000.00	\$2,000,000.00		100	0.900%	20-Mar-17	20-Jun-14	932	1096	3134G4WH7	WELLS SECURITIES	\$1,998,200.00	\$99.91	\$8,050.00	\$0.00	\$2,006,250.00
FHLMC 1.0%	27-Mar-14	\$2,000,000.00	\$2,000,000.00		100	1.000%	27-Mar-17	27-Jun-14	939	1096	3134G4XX1	COASTAL SECURITIES	\$2,001,200.00	\$100.06	\$8,555.56	\$0.00	\$2,009,755.56
FHLMC 1.12% (NEW)	25-Aug-14	\$2,000,000.00	\$2,000,000.00		100	1.120%	25-Aug-17	25-Feb-15	1090	1096	3130A2UB0	COASTAL SECURITIES	\$1,995,800.00	\$99.79	\$373.33	\$0.00	\$1,996,173.33
FHLMC 1.25% (NEW)	28-Aug-14	\$2,000,000.00	\$2,000,000.00		100	1.250%	28-Aug-17	28-Nov-14	1093	1096	3130A2RW8	COASTAL SECURITIES	\$2,000,200.00	\$100.01	\$208.33	\$0.00	\$2,000,408.33
FHLMC 1.0%	10-Apr-14	\$2,000,000.00	\$2,000,000.00		100	1.000%	10-Apr-17	10-Jul-14	953	1096	3134G4YG7	WELLS SECURITIES	\$2,001,800.00	\$100.09	\$7,833.33	\$0.00	\$2,009,633.33
ICD-BMW Bank 1.05%*	20-Jun-14	\$248,000.00	\$248,000.00		100	1.050%	20-Jun-17	None	1024	1096	05580AAK0	WELLS SECURITIES	\$248,000.00	\$100.00	\$520.80	\$0.00	\$248,520.80
ICD-Discover Bk 1.10%*	26-Jun-14	\$248,000.00	\$248,000.00		100	1.100%	26-Jun-17	None	1030	1096	254871X21	WELLS SECURITIES	\$248,000.00	\$100.00	\$500.76	\$0.00	\$248,500.76
ICD-Ally Bank 1.15%*	26-Jun-14	\$248,000.00	\$248,000.00		100	1.150%	26-Jun-17	None	1030	1096	02006LFX4	WELLS SECURITIES	\$248,000.00	\$100.00	\$523.52	\$0.00	\$248,523.52
ICD-Goldman S. 1.15%*	26-Jun-14	\$248,000.00	\$248,000.00		100	1.150%	26-Jun-17	None	1030	1096	38147JK76	WELLS SECURITIES	\$248,000.00	\$100.00	\$523.52	\$0.00	\$248,523.52
* (Investment CD's)																	
INVESTMENT ACCT			\$7,661.66														
CDs and Securities			\$18,992,000.00		0.992%		0.775%		960		DAYS						\$18,980,400.00
TOTALS ALL ACCTS:			\$18,999,661.66														\$18,988,081.66
PLEDGE COLLATERAL REPORT WELLS FARGO																	
ALL COUNTY FUNDS																	
AS OF AUGUST 31, 2014																	
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act. The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																	
<i>Tim Franches, Jefferson County Investment Officer</i>																	
COMPLIANCE STATEMENT																	
MARKET VALUE OF PLEDGE SECURITIES: \$103,421,221.86																	
BALANCE IN ALL ACCOUNTS: \$76,673,401.19																	
OVER OR (UNDER) AMOUNT: \$26,747,820.67																	
134.89%																	

AUGUST 2014, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
POOLLED CASH ACCOUNT															
INVESTMENT ACCT	01-Aug-14	\$7,661.66	\$7,661.66		0.150%	31-Aug-14		31	7580310386	WELLS FARGO	\$0.88				
FHLB 1.0%	13-Feb-14	\$2,000,000.00	\$2,000,000.00		1.000%	13-Feb-17	13-Aug-14	1096	3130A00X1	COASTAL SECURITIES	\$10,000.00				CALLED
FHLB 1.10%	19-May-14	\$2,000,000.00	\$2,000,000.00		1.100%	19-May-17	19-Aug-14	1096	3130A1T40	WELLS SECURITIES	\$5,500.00				CALLED
ICD-Sovereign Bk .75%*	29-Aug-12	\$248,000.00	\$248,000.00		0.750%	29-Aug-14	None	730	84603M2L9	WELLS SECURITIES	\$927.45				MATURED
CHECKING INTEREST															
POOLLED CASH ACCT					0.187%					WELLS FARGO	\$10,725.93				
OTHER COUNTY ACCTS					0.187%					WELLS FARGO	\$636.97				
TAX LICENSE ACCT					0.186%					WELLS FARGO	\$84.92				\$11,447.82
TOTAL	9/10/2014		\$4,255,661.66								\$27,876.15				\$27,876.15

FISCAL YEAR 2013-2014			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.04%	\$17,637.25	0.210%
NOVEMBER	0.06%	\$11,889.08	0.190%
DECEMBER	0.07%	\$23,519.15	0.192%
JANUARY	0.05%	\$44,130.46	0.190%
FEBRUARY	0.05%	\$29,905.27	0.188%
MARCH	0.04%	\$28,348.06	0.188%
APRIL	0.03%	\$25,370.53	0.180%
MAY	0.04%	\$20,709.79	0.180%
JUNE	0.02%	\$31,031.13	0.184%
JULY	0.03%	\$28,500.91	0.186%
AUGUST	0.03%	\$27,876.15	0.187%
SEPTEMBER			
ANNUAL TOTALS		\$ 288,917.78	


ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

July 22, 2014

Ms. Marcile Aunspaugh
Jefferson County C.S. Supervisor
P.O. Box 3586
Beaumont TX 77704-



RE: FY15/16 State Case Registry and Local Customer Service Contract 15-C0051

Dear Ms. Aunspaugh:

Attached are two originals of the FY15/16 State Case Registry/Local Customer Service (SCR/LCS) Contract. Please have both originals signed where indicated.

In drafting this contract, we took the opportunity to restructure the existing contract in order to streamline the business requirements, document current business processes, and revise language to reflect current OAG policies. In Section 10.5 Background Reviews, the OAG is requiring that the county perform a background review, including criminal history record information within the past six months on all County Agents having access to the OAG computer systems (TXCSES Web). A letter with more details will be mailed in the coming weeks.

Also attached is Attachment E, Incident Response Plan (flagged), which is designed to provide a general reference to both OAG and County when a security incident may threaten the confidentiality of OAG data. You will need to submit a new Incident Response Plan even if no changes occurred since the previous contract. Pursuant to contract requirement § 7.5.1.1, please complete the Incident Response Plan and return it along with both signed originals to:

Office of the Attorney General
Child Support Division
P. O. Box 12017
Mail Code 062, Attn: Patricia Perez
Austin, Texas 78711-2017

Upon receipt by the OAG of the two signed originals and the completed Incident Response Plan, the documents will be routed to Charles Smith, Deputy for Child Support/IV-D Director, for signature. After the documents have been signed by all parties, one original will be returned to you for your records. Please be advised, the contract cannot be finalized until both signed originals and a current Incident Response Plan have been returned.

If you have questions regarding the execution of this contract, please contact Robert Canales at (512) 460-6283 or Debbie Mullen at (512) 460-6376.

Sincerely,

Allen Broussard
Contract Manager

**State Case Registry and Local Customer Service
Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Jefferson County, Texas**

CONTRACT NO. 15-C0051

1. INTRODUCTION

1.1. This contract ("Contract") is entered into, by and between the Office of the Attorney General ("OAG") and Jefferson County ("County"). OAG and County are referred to individually as a "Party" and collectively as the "Parties" in this Contract.

1.2. This Contract, including its attachments (all of which are made a part hereof and expressly included herein), is entered into under the authority of Texas Family Code Section 231.002.

1.3. PURPOSE. County and OAG shall cooperate to:

1.3.1. Create or Update Registry-Only Case(s) on the OAG Case Management System with Child Support court order and Family Violence information.

1.3.2. Gather and enter sufficient information on the OAG Case Management System to satisfy the requirements for State Case Registry.

1.3.3. Provide quality local customer service as described in this Contract.

1.4. ACRONYMS, TERMS AND DEFINITIONS. The following terms have the meaning set forth below. All other terms have the meaning set forth in the Merriam *Webster's Collegiate*[®] *Dictionary*, Eleventh edition.

Acronym/Term	Definition
Child Support Case	A collection of data associated with a particular child support order, court hearing, and/or request for IV-D services that typically includes data regarding a Custodial Parent (CP), Non-Custodial Parent (NCP), a Dependent(s) (DP) and/or presumed father. Every Case is stored on the OAG Case Management System and has a unique OAG Case Number, names and identifying information about its Member(s), court order details, and payment history.
Cause Number	The identifier assigned by a court to the child support court order
CSD	Child Support Division
Custodial Parent (CP)	The person who has primary care, custody, and control of the Dependent(s).
Dependent	The minor or adult child who is under the primary care, custody and control of the Custodial Parent.
Federal Disallowance Percentage	The Federal Office of Child Support Enforcement (OCSE) does not reimburse OAG for Registry-Only customer service activities on Child Support Cases without wage withholding in effect. OAG calculates the percentage of customer service activities disallowed each month using the following formula: Total non-wage withheld receipts / Total receipts processed
Full-Service (FS)	A case where an individual has applied for child support services from OAG, has not declined child support services from a local rule office, or is on public assistance and an automated referral has been received from the Health and Human Services Commission (HHSC).

Acronym/Term	Definition
IV-D	Title IV-D of the Social Security Act, [42 U.S.C. 651 et seq] which requires that each state create a program to locate NCPs, to establish paternity, to establish and enforce child support obligations, and collect and distribute support payments. All recipients of public assistance (usually Temporary Assistance for Needy Families (TANF)) are referred to their state's IV-D child support program. States must also accept applications from families who do not receive public assistance, if requested, to assist in collection of child support. Title IV-D also established the Federal Office of Child Support Enforcement (OCSE). Also referred to as "Title IV-D".
Non-Custodial Parent (NCP)	The parent who does not have primary care, custody, or control of the Dependent(s).
OAG-CSD	Office of the Attorney General, Child Support Division
OAG Case Management System	A federally certified case management system for the IV-D program. Also referred as "Texas Child Support Enforcement System".
Registry-Only (RO)	A case where the Texas State Disbursement Unit records and processes child support payments, but the OAG does not monitor or enforce the obligation.
Remitter	NCPs, employers, counties, other states, other countries, other entities, individuals, responding jurisdictions, or a third party who has sent a child support payment.
SSN	Social Security Number
Start Date of Cause	The date the judge signed the order for child support.
State Case Registry (SCR)	A federally mandated database maintained by each state that contains information on Child Support Cases established or modified after October 1, 1998.
State Disbursement Unit (SDU)	The centralized payment collection site in Texas where all child support payments are received and processed.

2. TERM

2.1. This Contract shall commence on September 1, 2014 and shall terminate on August 31, 2016, unless terminated earlier by provisions of this Contract.

3. REQUIREMENTS

3.1. COUNTY OBLIGATIONS.

3.1.1. Confidentiality. This Contract provides for the sharing of confidential and/or sensitive information between OAG and County. In consideration of OAG providing certain confidential and/or sensitive information to County in order to perform contract services, County agrees to assume responsibility for compliance with and work closely in cooperation with OAG to ensure compliance with all applicable state and federal statutory requirements for confidentiality and information security. See the Information Protection Provisions below for more information.

3.1.2. Customer Identification. County shall adhere to the OAG Procedures for Changes to Case Information (Attachment A) when an inquiry is received or member/case information is updated.

3.1.3. State Disbursement Unit. County agrees that all court orders with child support rendered by a court on or after January 1, 1994, must direct child support payments to the SDU in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b. Where County identifies a pattern of court orders from a particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b, County will notify the OAG of same.

3.1.4. State Case Registry.

3.1.4.1. County shall, in accordance with the time frames set forth in the “Timeframe Requirements” section below:

- 3.1.4.1.1. enter into the OAG Case Management System the “State Case Registry Complete” data listed in in the “State Case Registry Complete” section below;
- 3.1.4.1.2. enter into the OAG Case Management System all additional data, as described in the “Update Activities” section below, that County has obtained; and
- 3.1.4.1.3. update all of the above data for Child Support Cases as County receives updated information.

3.1.4.2. County may use the original court order or the record of support documents to obtain the relevant information for entry to the OAG Case Management System or may use the “Record of Support” Form 1828 (Attachment B) that summarizes the relevant court ordered child support information, published on the OAG-CSD’s webpage, www.texasattorneygeneral.gov, under “Child Support Forms”.

3.1.4.3. State Case Registry Complete

3.1.4.3.1. The following are the minimum required data elements necessary for a Child Support Case to be considered “State Case Registry Complete”:

3.1.4.3.1.1. Participant Information

- Type (Dependent, Custodial Parent, Non-Custodial Parent)
- First and Last Name
- Gender
- Social Security Number AND/OR Date of Birth
- Family Violence Indicator (if applicable)
- Custodial Parent’s Complete Address

3.1.4.3.1.2. Case and Cause Information

- Cause Number
- Start Date Of Cause

3.1.4.4. Update Activities.

3.1.4.4.1. County shall:

3.1.4.4.1.1. update the State Case Registry data entered in accordance with The “State Case Registry Complete” section above with updated data obtained by County after the initial entry; and

3.1.4.4.1.2. enter into OAG Case Management System additional case and/or member data to a Child Support Case as County receives such data from the Custodial Parent, Non-Custodial Parent, employer, court or attorney of record. This additional case and/or member data includes but is not limited to the following:

- Complete Address for Custodial Parent, Non-Custodial Parent, Dependent, and any other parties to the Child Support Case
- Protective Orders
- Order Modification Date
- Dependent Status
- Case Closures
- Jurisdictional Transfer of Court Orders

3.1.4.5. Timeframe Requirements.

3.1.4.5.1. County shall create new Child Support Cases on the OAG Case Management System within five (5) County business days from the “date received” time stamped on the Temporary or Final order indicating that the order was received by the District Clerk or Local Registry’s office.

3.1.4.5.2. If a payment has been received by the SDU and a case has not been created, County shall create a new Child Support Case on the OAG Case Management System, updating all available information, within five (5) County business days from notification by the SDU.

3.1.4.5.3. County shall provide new and updated "State Case Registry Complete" data and any additional data on existing Child Support Cases within three (3) County business days after receipt of the data.

3.1.4.6. Protective Orders.

3.1.4.6.1. County shall update the Family Violence Indicator (FVI) for Registry-Only Cases in the OAG Case Management System within three (3) County business days after a protective order is filed.

3.1.4.6.2. County shall provide the local OAG field office with a copy of a protective order on a Full-Service Case within three (3) County business days after it is filed.

3.1.4.7. County shall forward all misdirected child support payments to the SDU within one day of receipt and notify the Remitter of the correct payment address.

3.1.5. Local Customer Service.

3.1.5.1. County shall provide the resources necessary to accomplish the following allowable Customer Service Activities on Child Support Cases, as described below. County resources include, but are not limited to, personnel, office space, equipment, phones and phone lines.

3.1.5.2. Customer Service Activities.

3.1.5.2.1. Allowable Customer Service Activities must relate to the following categories:

3.1.5.2.1.1. Payment Inquiry

3.1.5.2.1.2. Payment Research

3.1.5.2.1.3. Employer Payment Related Calls

3.1.5.2.1.4. OAG Payment Related Calls

3.1.5.2.1.5. Wage Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

3.1.5.2.2. Examples of Allowable Customer Service Activities include:

3.1.5.2.2.1. Researching payments on Child Support Cases that should have been, but were not, received by OAG.

3.1.5.2.2.2. Researching disbursements on Child Support Cases that should have been, but were not, received by the Custodial Parent.

3.1.5.2.2.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the Custodial Parent and Non-Custodial Parent and their attorneys, a person authorized by the Custodial Parent or Non-Custodial Parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

3.1.5.2.2.4. Providing a certified copy of the court order to OAG upon request without delay.

3.1.5.3. Customer Service Requirements.

3.1.5.3.1. County shall:

3.1.5.3.1.1. Respond to written inquiries within five (5) County business days after receipt.

3.1.5.3.1.2. Take action on information received within three (3) County business days after receipt.

3.1.5.3.1.3. Document allowable Customer Service Activities on the OAG Case Management System.

3.1.5.3.1.4. Return phone calls within three (3) County business days after receipt.

3.1.5.3.1.5. Resolve or respond to telephone inquiries within three (3) County business days after receipt.

3.1.5.3.1.6. Attend to a walk in customer the same day or schedule appointment within three (3) County business days after request.

3.1.5.3.1.7. Provide customers with the OAG's toll free Call Center number (800-252-8014) when needed.

3.2. INTERFACE CONTROL DOCUMENT FILE SHARING SERVICES.

3.2.1. This Section 3.2 is applicable only if County exchanges interface control documents ("ICD") files.

3.2.2. The Parties will work to reduce the number of files exchanged, eliminate redundancy, modernize the technology, and streamline the exchange process, thus improving efficiency for all involved. OAG will provide the following data files:

3.2.2.1. ICD012, Full-Service and Registry-Only Collections.

3.2.2.2. ICD013, Registry-Only Disbursement Data.

3.2.2.3. ICD015, Full-Service and Registry-Only Collection Adjustments.

3.2.2.4. ICD050, Registry-Only Case Data for Local Registries.

3.2.3. County may provide the following data file to OAG for processing in the OAG Case Management System:

3.2.3.1. ICD035, Local Customer Service Registry Activities.

3.2.3.1.1. At the request of OAG, County shall provide reports or other documentation sufficient to validate the Customer Service Activity submitted on the ICD035.

3.2.3.1.2. In the event of a failed transmission, or if a file is unable to be processed, County shall correct the problem and retransmit within one (1) County business day after notification by OAG.

3.3. CHANGES TO OAG CASE MANAGEMENT SYSTEM.

3.3.1. OAG reserves the right to:

3.3.1.1. Make changes to the design of the OAG Case Management System.

3.3.1.1.1. OAG will make every effort to provide advance notice of any planned system changes that may impact the business operations or processes of County.

3.3.1.2. Make changes to OAG procedures and training material.

3.3.2. Any changes to the OAG Case Management System, OAG procedures, or the training material will not require a contract amendment but will be documented through Controlled Correspondence.

3.3.3. OAG and County will work to establish a plan and schedule for training authorized users and implementing access to the OAG Case Management System.

3.4. ONSITE REVIEW. County shall allow OAG access to County facilities for the purpose of reviewing and inspecting County processes related to the requirements of this Contract.

3.4.1. OAG and County will work together to plan for the site review.

3.4.2. County shall complete an OAG self-assessment questionnaire prior to the review.

3.4.3. OAG and County will select a random sample of cases prior to the review.

3.4.4. OAG will review a random sample of Child Support Cases to ensure that:

3.4.4.1. All court orders, whether a Temporary Order or a Final Order that involves child support, are entered on the OAG Case Management System.

- 3.4.4.2. Child Support Case information is entered on the OAG Case Management System within the timeframes set forth in the "Timeframe Requirements" section above.
- 3.4.4.3. Child Support Case information is entered accurately on the OAG Case Management System.
- 3.4.4.4. Child Support Orders direct child support payments to the SDU.
- 3.4.5. OAG will offer assistance with contract, statutory and operational issues.
- 3.4.6. OAG will provide training during the onsite review as needed.
- 3.4.7. OAG and County will review the most current list of authorized County Agents, as defined in the "Information Protection Provision", "Applicability" section of this Contract.

3.5. TRAINING ON OAG CASE MANAGEMENT SYSTEM. Any County staff performing functions under this Contract must be trained on OAG Case Management System. Classroom Training on OAG Case Management System will be scheduled upon request from County by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that OAG shall be responsible for the cost of training materials and equipment required to complete the training class. County is responsible for scheduling the training with OAG and shall direct training requests to:

Larry Acevedo
 Office of the Attorney General
 Mail Code 053
 PO Box 12017
 Austin, TX 78711-2017
 Email address: CSD-TRN@texasattorneygeneral.gov

4. REMEDIES FOR NON-PERFORMANCE

4.1. Failure of County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to County in writing by the OAG Contract Manager. If County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days after the date County received the written finding of unsatisfactory performance. The written dispute must detail why County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and County shall have waived its right to dispute the finding.

4.2. If OAG determines that the finding of unsatisfactory performance is valid, County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.

4.2.1. If County does not return to satisfactory status within four months after receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory

status. Where payments are to resume due to County having provided an acceptable corrective action plan or having attained satisfactory performance status, the first payment after resumption shall include all costs accrued during the period when payments to County were withheld.

5. FINANCIAL MATTERS

5.1. MAXIMUM LIABILITY OF THE OAG.

5.1.1. Notwithstanding any other provision of this Contract, the maximum liability of OAG under this Contract is **Thirty Two Thousand Eight Hundred Dollars and No Cents (\$32,800.00)**.

5.2. REIMBURSEMENT RATES.

5.2.1. FEDERAL SHARE.

5.2.1.1. OAG shall be financially liable to County for the federal share of County's Contract associated cost. "Federal Share" means the portion of County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%.

5.2.2. STATE CASE REGISTRY.

5.2.2.1. State Case Registry Complete Fee. County agrees that the per activity fee for each Child Support Case in which County initially entered sufficient data on the OAG Case Management System to deem the case "State Case Registry Complete", as defined in the "State Case Registry Complete" section of this Contract, is \$12.77.

5.2.2.2. State Case Registry Complete Update Fee. County agrees that the per activity fee for each update of State Case Registry Complete data or entry of additional information on the OAG Case Management System, pursuant to the "Update Activities" section of this Contract, on a Child Support Case previously deemed State Case Registry Complete is \$4.06.

5.2.2.3. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated State Case Registry costs for any given calendar month is equal to the Federal Share of the sum of (1) the product of (a) the number of State Case Registry Complete activities during the calendar month multiplied by (b) the State Case Registry Complete Fee, plus (2) the product of (a) the number of State Case Registry Complete Updates during the calendar month multiplied by (b) the State Case Registry Complete Update Fee.

Thus, OAG's liability for County's Contract associated State Case Registry costs will be calculated as follows:

$$[(\text{Calendar Month State Case Registry Complete activities} \times \$12.77) + (\text{Calendar Month State Case Registry Complete Update activities} \times \$4.06)] \times \text{Federal Share} = \text{OAG Liability.}$$

5.2.3. Local Customer Service.

5.2.3.1. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated Local Customer Service costs for any given calendar month is equal to the Federal Share of the product of (1) the difference of (a) the sum of (i) the number of inquiries on Full-Service Child Support Cases handled by County personnel during the calendar month, plus (ii) the number of inquiries on Registry-Only Child Support Cases handled by County personnel during the calendar month, minus (b) the product of (i) the number of Registry-Only Cases handled by County personnel during the calendar month multiplied by (ii) the Federal Disallowance Percentage, multiplied by (2) a per inquiry fee of \$4.18. For purpose of reference only the Federal Disallowance Percentage for SFY 2013 annualized is 21.80%.

Thus, OAG's liability for County's Contract associated Local Customer Service costs will be calculated as follows:

$$[(\text{Calendar Month IV-D Inquiries Handled by County Personnel} + \text{Calendar Month Registry-Only Inquiries Handled by County Personnel}) - (\text{Calendar Month Registry-Only Inquiries} \times \text{Federal Disallowance Percentage})] \times \$4.18 \times \text{Federal Share} = \text{OAG Liability.}$$

5.3. REIMBURSEMENT PROCESS.

5.3.1. OAG will forward a Summary and Reimbursement Voucher for any particular month's activities to County for review and approval by the 25th day of the following month.

5.3.2. If County approves the Summary and Reimbursement Voucher, County shall sign the voucher and return it to OAG for payment within ten (10) County business days after County's receipt of voucher. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

County shall submit the invoice via email to:

CSD-CountyInvoicing@texasattorneygeneral.gov

Or via USPS mail to:

OAG Contract Manager, State Case Registry and Local Customer Service
Mail Code 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

5.3.3. If County does not approve the Summary and Reimbursement Voucher, County shall return the voucher to OAG within ten (10) County business days after receipt of voucher, detailing the basis of any disputed item, and include supporting documentation. OAG shall review the returned voucher. If the dispute is resolved in County's favor, OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in County's favor, OAG shall make payment in accordance with the voucher originally sent to County and forward a letter of explanation to County.

5.4. LIMITATION OF OAG LIABILITY.

5.4.1. OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.

5.4.2. OAG may decline to reimburse costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

5.4.3. County shall refund to OAG within thirty (30) calendar days any sum of money which has been paid to County which OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

5.4.4. OAG shall not be liable for reimbursing County if County fails to comply with the requirements of the "State Case Registry" and "Local Customer Service" sections above.

5.4.5. OAG shall not be liable for reimbursing County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall OAG be liable for reimbursing County for any activities eligible for reimbursement under another contract or Cooperative Agreement with OAG e.g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when County has an ICSS contract with OAG. Nor shall OAG be liable for reimbursing County for information correcting erroneous information previously provided by County.

5.5. AUDIT AND INVESTIGATION. County understands that acceptance of funds under this Contract acts as acceptance of the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States to conduct an audit or investigation in connection with those funds. County agrees to cooperate fully in the conduct of the audit or investigation. County shall grant access to all books, records and documents pertinent to this Contract to the OAG, the State Auditor of Texas, the United States Department of health and Human Services and the Comptroller General of the United States for the purposes of inspecting, auditing or copying such books, records and documents. County shall ensure that the requirements of this provision including, but not limited to, the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General

of the United States to conduct an audit or investigation concerning funds received indirectly by subcontractors through County and the requirement to cooperate in the conduct of such audit or investigation shall be included in all subcontracts.

5.6. FINANCIAL TERMS.

5.6.1. Buy Texas. In accordance with §2155.4441, Texas Government Code, County shall, in performing any services under this Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

5.6.2. Legislative Appropriations. All obligations of OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by United States below). The parties acknowledge that the ability of the OAG to make payments under this contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination.

5.6.3. Provision of Funding by the United States. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify County of such fact in writing. Upon such occurrence, OAG shall discontinue payment hereunder and the Contract shall be terminated subject to the post termination responsibilities outlined in the Termination of the Contract Section.

5.6.4. Antitrust and Assignment of Claims. Pursuant to 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq., County affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. County hereby assigns to OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

6. **CONTRACT MANAGEMENT**

6.1. CONTROLLED CORRESPONDENCE. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, OAG and County shall use Controlled Correspondence. OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager.

Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. However, the Controlled

Correspondence process may be used to document refinements and interpretations of the provisions of this Contract and to document the cost impacts of proposed changes.

Controlled Correspondence documents shall be maintained by both parties in on-going logs and shall become part of the normal status reporting process. Any communication not generated in accordance with such process shall not be binding upon the parties and shall be of no effect.

6.2. NOTICES.

6.2.1. Written Notice Delivery. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

6.2.1.1. County Address. The address of County for all purposes under this Contract and for all notices hereunder shall be:

Ms. Marcile Aunspaugh (or successor in office)
Jefferson County C.S. Supervisor
P.O. Box 3586
Beaumont, TX 77704-

6.2.1.2. OAG Address. The address of OAG for all purposes under this Contract and for all notices hereunder shall be:

Charles Smith (or successor in office)
Deputy for Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Martha Fitzwater Pigott (or successor in office)
Managing Attorney, Legal Counsel Section
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017

6.3. CONTRACT MANAGERS.

6.3.1. OAG Contract Manager. The OAG Contract Manager is:

Allen Broussard (or successor in office)
CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711
Email: allen.broussard@texasattorneygeneral.gov
Phone: (512) 460-6373

Any changes to the above assignment shall be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- approve invoices
- coordinate meetings with the County
- investigate complaints

The OAG Contract Manager shall have no authority to agree to any:

- Contract amendment
- pricing change

6.3.2. County Contract Manager. Unless otherwise notified by County, OAG shall consider the District Clerk, Domestic Relations Office or Local Registry's office as County Contract Manager. Any changes to this assignment shall be documented by Controlled Correspondence. The County's Contract Manager has the authority to:

- make decisions regarding the deliverables required by this Contract
- sign Controlled Correspondence
- serve as the day to day point of contact
- coordinate quality control reviews
- coordinate meetings with the OAG
- investigate complaints

6.4. SUBCONTRACTING. County shall not subcontract any portion of the IV-D services to be performed under this Contract without the prior written approval of the OAG. All subcontracts, if any, entered into by County shall be written and competitively advertised. Any subcontract entered into by County shall be subject to the requirements of this Contract. County agrees to be responsible to OAG for the performance of any subcontractor and remains bound to perform the duties described in any subcontract regardless of whether the subcontractor breaches in its performance. County understands and acknowledges that OAG is in no manner liable to any subcontractor of County.

6.5. NO ASSIGNMENT BY COUNTY. County will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute a merger shall not act to cause the assumption, by the surviving entity or entities, of this Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this Section includes, without limitation, the combining of two corporations into a single surviving corporation, the combining of two existing corporations to form a third newly created corporation; or the combining of a corporation with another form of business organization.

6.6. REPORTING FRAUD, WASTE OR ABUSE. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

- the Contract Manager;
- the Deputy Director for Contract Operations, Child Support Division;
- the Deputy Director, Child Support Division;
- the Director, Child Support Division;
- the OAG Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@texasattorneygeneral.gov);
- the State Auditor's Office hotline for fraud (1-800-892-8348).

6.6.1. The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

6.6.1.1. The words fraud, waste or abuse as used in this Section have the following meanings:

6.6.1.1.1. Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.

6.6.1.1.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

6.6.1.1.3. Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6.7. COOPERATION WITH THE OAG. County must ensure that it cooperates with OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. County agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third party representatives as requested by the OAG.

6.8. DISPUTE RESOLUTION PROCESS FOR COUNTY BREACH OF CONTRACT CLAIM.

6.8.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by OAG and County to attempt to resolve any claim for breach of contract made by County.

6.8.2. A claim for breach of Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, County shall submit written notice, as required by subchapter B, to the Deputy for Child Support (IV-D Director), Office of the Attorney General, PO Box 12017 (Mail Code 033), Austin, Texas 78711-2017. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

6.8.3. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by OAG if the parties are unable to resolve their disputes under the negotiation process.

6.8.4. Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by OAG nor any other conduct of any representative of OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

6.8.5. The submission, processing and resolution of a claim for breach of contract is governed by the published rules adopted by OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

6.8.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by County, in whole or in part.

7. INFORMATION PROTECTION PROVISIONS

7.1. GENERAL.

7.1.1. Survival of Provisions.

7.1.1.1. Perpetual Survival and Severability

7.1.1.1.1. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this contract, and shall be perpetual.

7.1.1.1.2. As an exception to the foregoing perpetual survival, if certain OAG Data become publicly known and made generally available through no action or inaction of County, then County may use such publicly known OAG Data to the same extent as any other member of the public.

7.1.1.1.3. If any term or provision of this contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this contract, including these Information Protection Provisions, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

7.1.2. Applicability.

7.1.2.1. References in the Information Protection Provisions

7.1.2.1.1. All references to "OAG" shall mean the Office of the Attorney General.

7.1.2.1.2. All references to "OAG-CSD ISO" shall mean the Office of the Attorney General-Child Support Division Information Security Officer.

7.1.2.1.3. All references to "County" shall mean {business name and address}.

7.1.2.1.4. All references to "County's Agents" shall mean County's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Contract Services on County's behalf.

7.1.2.1.5. All references to "Contract Services" shall include activities within the scope of the executed contract.

7.1.2.1.6. All references to "OAG Data" shall mean all data and information (i) originated by OAG or, (ii) which County accesses from OAG information systems. This contract requires County to retrieve data from the courts and other sources and create data within the Texas Child Support Enforcement System. OAG Data does not include data and information originated by County in the performance of its statutory responsibilities. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. All references to "OAG Customers" shall mean any person or entity that delivers, receives, accesses, or uses OAG Data.

7.1.2.1.7. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised and includes, without limitation, a failure by County to perform its obligations under section 7.2, Data Security, and section 7.2.7, Physical Security, subsections below.

7.1.2.2. Inclusion in all Subcontracts.

7.1.2.2.1. The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements County has with anyone performing Contract Services on County's behalf.

7.1.2.3. Third Parties

7.1.2.3.1. This contract is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

7.1.3. Termination for Non-Compliance.

7.1.3.1. In the event that either County or County's Agent fails to comply with any of the Information Protection provisions, OAG may exercise any remedy, including immediate termination of this contract.

7.1.4. Personnel Briefings Training and Acknowledgments.

7.1.4.1. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. County's Agents shall only be granted access to OAG Systems after they have received all required security training and have executed all required security agreements, acknowledgments, and certifications. The OAG Contract Manager shall provide direction to the County regarding the acquiring of any necessary access, completion of required security training and execution of required security agreements, acknowledgments and certifications.

7.1.4.2. County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by OAG and all County personnel that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of, all applicable security documents to ensure that they remain current regarding all security requirements.

7.1.5. Key Person Dependence or Collusion.

7.1.5.1. County shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

7.2. DATA SECURITY.

7.2.1. Rights in OAG Data.

7.2.1.1. County and County's Agents possess no special right to access, use or disclose OAG Data as a result of County's contractual or fiduciary relationship with OAG. As between OAG and County, all OAG Data shall be considered the property of OAG and shall be deemed confidential. County hereby irrevocably assigns, transfers, and conveys, and shall cause County's Agents to irrevocably assign, transfer, and convey to OAG without further consideration all of its and their right title and interest to OAG Data. Upon request by OAG, County shall execute and deliver and shall cause County's Agents to execute and deliver to OAG any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data.

7.2.2. Use of OAG Data.

7.2.2.1. OAG Data have been, or will be, provided to County and County's Agents solely for use in connection with providing the Contract Services. Re-use of OAG Data in any form is not permitted. County agrees that it will not access, use or disclose OAG Data for any purpose not necessary for the performance of its duties under this contract. Without OAG's approval (in its sole discretion), neither County nor County's Agents shall: (i) use OAG Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Contract Services. However, nothing in this contract is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses.

7.2.2.2. In the event of any unauthorized disclosure or loss of OAG Data, County shall immediately comply with the Notice subsection of the Security Incidents subsection set forth below.

7.2.3. Statutory, Regulatory and Policy Compliance

7.2.3.1. County agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Data, for which it has received written notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to County's obligations under this contract are included in this Contract. County shall also comply with any requirements set forth in Section 9.0, "Computer System Security" of the IRS Publication 1075 (Rev. 12-2013) and Attachment C to this Contract: "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information").

7.2.4. Data Retention and Destruction.

7.2.4.1. Within six (6) months after contract award, County and OAG shall develop, and mutually agreed upon, a detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Contract Services being performed and County's limited authorization to access, use, and disclose OAG Data. Subsequent to developing and agreeing upon that schedule, County shall:

- (i) Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction; (According to OAG Data Sanitization standards)
- (ii) Destroy or purge OAG Data in a manner consistent with state policy and Federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;
- (iii) Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and

- (iv) Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide OAG with a completed OAG-Child Support Division "Certificate of Destruction for Counties and Vendors;" a copy of which is attached hereto and included herein (Attachment D).

7.2.4.2. In the event of contract expiration or termination for any reason, all hard-copy OAG Data shall (in accordance with the detailed retention schedule agreed to by County and OAG under Section 2.5.1 above) either be destroyed or returned to OAG. If immediate purging of all data storage components is not possible, County agrees that any OAG Data remaining in any storage component will be protected to prevent unauthorized disclosures.

7.2.4.2.1. Within twenty (20) business days after contract expiration or termination, County shall provide OAG with a signed statement detailing the nature of OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

7.2.4.3. In its sole discretion, OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Data.

7.3. PHYSICAL AND SYSTEM SECURITY.

7.3.1. General/Administrative Protections.

7.3.1.1. At all times County shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Data are stored, processed, compiled, or transmitted.

7.3.1.2. County (and County's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization.

7.3.1.2.1. County shall remove individuals from or change the access rights of individuals on the applicable access protection list immediately upon such individual no longer requiring certain access. At least quarterly, OAG shall send County a list of Texas Child Support Enforcement System users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized.

7.3.1.2.2. OAG shall have the right to review County's internal protection systems and access protection lists for all areas of the work site(s). OAG may, with or without cause, and without cost or liability, deny or revoke an individual's access to OAG Data and information and any of its systems. If any authorization is revoked or denied by OAG, then County shall immediately use its best efforts to assist OAG in preventing access, use or disclosure of OAG Data and County shall be given written notice of the denial.

7.3.1.2.3. OAG, in its sole discretion and without consulting County, may immediately terminate OAG system access for anyone performing services under this contract.

7.3.1.2.4. County shall immediately notify OAG Contract Manager when any person County authorized to access OAG Systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.

7.3.1.3. County's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems access logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus a log created on January 1, 2007 may be disposed of, with all other systems access logs created in 2007, on January 1, 2015. All physical access and logical access security systems logs must be stored to electronic media.

Any stored log must be produced for viewing access and copying upon request of OAG within five (5) business days after the request.

7.3.1.4. County shall maintain appropriate audit trails to provide accountability for use and updates to OAG Data, charges, procedures, and performances. Audit trails maintained by County shall, at a minimum, identify the supporting documentation prepared by County to permit an audit of the system by tracing the activities of individuals through the system. County's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Data. County agrees that County's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.3.2. Physical Security.

7.3.2.1. The computer site and related infrastructures (e.g. information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.

7.3.2.2. Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

7.3.2.3. County agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management.

7.3.2.4. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic Authentication Guidance level 3 or 4, and shall be consistent with Section 4.7, "Telework Locations" and Section 9.3.11.9, "Alternate Worksite (PE-17)" of IRS Publication 1075 (Rev. 12-2013).

7.3.2.5. County shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

7.3.3. Logical/Information System Protections.

7.3.3.1. County shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

- (i) Independent oversight of systems administrators and programmers;
- (ii) Restriction of user, operator, and administrator accounts in accordance with job duties;
- (iii) Authentication of users to the operating system and application software programs;
- (iv) County shall adhere to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords;
- (v) County shall have an authorization process for user access and privileges. Any access not granted is prohibited;
- (vi) County shall maintain an access protection list that details the rights and privileges with respect to each such user;
- (vii) Audit trails for user account adds, deletes, and changes, as well as, access attempts and updates to individual data records; and
- (viii) Protection to prevent unauthorized processing in or changes to software, systems, and OAG Data in the production environment.

7.3.3.2. County shall implement protection for the prevention, detection and correction of processing failure, or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Data.

7.3.3.3. County shall implement counter-protection against malicious software on County's internal systems used in contract performance.

7.3.3.4. County shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.

7.3.3.5. County shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.

7.3.3.6. County shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.

7.3.3.7. County shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

7.3.4. Encryption.

7.3.4.1. OAG Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission, and during transport (i.e. the physical moving of media containing OAG Data). OAG Data must be encrypted using current FIPS validated cryptographic modules. OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to County by the OAG Contract Manager. County shall adhere to mutually agreed upon procedures for data transmission.

7.3.4.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. County may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to County by the OAG Contract Manager. If OAG finds it necessary to allow storage media to be removed from a facility used by County, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in Section 9.3.6.7, "Information System Backup (CP-9)" of IRS Publication 1075 (Rev. 12-2013) and Attachment C entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

7.4. SECURITY AUDIT.

7.4.1. Right to Audit, Investigate and Inspect.

7.4.1.1. Without notice, County shall permit, and shall require County's Agents to, permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

- (i) Monitor and observe the operations of, and to perform security investigations, audits, and reviews of the operations and records of, County and County's Agents;
- (ii) Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system;
- (iii) Enter into the offices and places of business of County and County's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where County or County's Agents are found to be noncompliant with physical and/or data security protection.

7.4.1.1.1. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

7.4.1.2. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on County's premises, (or if the audit is being performed of a County's Agent, the Agent's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

7.4.1.3. County shall supply to OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the contract.

7.5. SECURITY INCIDENTS.

7.5.1. Response to Security Incidents.

7.5.1.1. County shall respond to detected Security Incidents. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information Security Incidents. The incident response plan should cover such topics as:

- (i) Initial responders
- (ii) Containment
- (iii) Management Notification
- (iv) Documentation of Response Actions
- (v) Expeditious confirmation of system integrity
- (vi) Collection of audit trails and similar evidence
- (vii) Cause analysis
- (viii) Damage analysis and mitigation
- (ix) Internal Reporting Responsibility
- (x) External Reporting Responsibility
- (xi) OAG Contract Manager's and OAG-CSD ISO's name, phone number and email address. Attachment E is County's current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence

7.5.2. Notice.

7.5.2.1. Within one (1) hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or OAG Data Security Incident County shall initiate risk mitigation and notify the OAG-CSD ISO and the OAG Contract Manager, by telephone and by email, of the Security Incident and the initial risk mitigation steps taken. County must also notify the Treasury Inspector General for Tax Administration in Dallas by phone (713-209-3711). If unable to contact the Dallas office, contact the National Office at Hotline Number: 800-589-3718.

7.5.2.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing the attached Security Incident Report (Attachment F) to the OAG-CSD ISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum: nature of the incident (e.g., data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

7.5.2.3. Each day thereafter until the investigation is complete, County shall:

- (i) Provide the OAG-CSD ISO, or the OAG-CSD ISO's designee, with a daily oral or email report regarding the investigation status and current risk analysis; and
- (ii) Confer with the OAG-CSD ISO or the OAG-CSD ISO's designee, regarding the proper course of the investigation and risk mitigation.

7.5.2.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

7.5.3. Final Report.

7.5.3.1. Within five (5) business days after completing the risk analysis and investigation, County shall submit a written Final Report to the OAG-CSD ISO with a copy to the OAG Contract Manager, which shall include:

7.5.3.1.1. A detailed explanation of the cause(s) of the Security Incident;

7.5.3.1.2. A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

7.5.3.1.3. A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.5.3.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.5.3.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, County agrees OAG may exercise any remedy in equity, provided by law, or identified in the contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless OAG notifies County in writing prior to the exercise of such remedy.

7.5.4. Independent Right to Investigate.

7.5.4.1. OAG reserves the right to conduct an independent investigation of any Security Incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

7.6. REMEDIAL ACTION.

7.6.1. Remedies Not Exclusive and Injunctive Relief.

7.6.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this contract, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

7.6.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

7.6.2. Notice and Compensation to Third Parties.

7.6.2.1. In the event of a Security Incident, third-party or individual data may be compromised.

7.6.2.2. Subject to OAG review and approval, County shall provide notice of the Security Incident, with such notice to include:

- (i) A brief description of what happened;

- (ii) A description, to the extent possible, of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.);
- (iii) A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches;
- (iv) Contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and
- (v) Instructions for accessing the Consumer Protection Identity Theft section of the OAG website.

7.6.2.3. County and OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither party shall unreasonably withhold such agreement; however the notice method must comply with the notification requirements of Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

7.6.2.4. If County does not provide the required notice, OAG may elect to provide notice of the Security Incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

7.7. COMMENCEMENT OF LEGAL ACTION.

7.7.1. County shall not commence any legal proceeding on OAG's behalf without OAG's express written consent.

8. AMENDMENT

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of OAG and County.

9. TERMINATION OF THE CONTRACT

9.1. DISCRETIONARY TERMINATION. The parties to this Contract shall have the right, in each party's sole discretion and at its sole option, to terminate this Contract by notifying the other party hereto in writing of such termination at least one hundred and eighty (180) calendar days prior to the effective date of such termination. Such notice of termination shall comply with the notice provisions in the Notices Section above, and shall state the effective date of such termination.

9.2. TERMINATION FOR DEFAULT. If County fails to provide the services required under this Contract according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, OAG may, upon written notice of default to County, terminate the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this Contract.

OAG may exercise any other right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless OAG notifies County in writing prior to the exercise of such remedy. County will remain liable for all covenants under the aforesaid agreement. County and OAG will each be responsible for the payment of its own legal fees, and other costs and expenses, including attorney's fees and court costs, incurred with respect to the enforcement of any of the remedies listed herein.

9.3. Change in Federal or State Requirements. If federal or state laws, rules or regulations, or other federal or state requirements or guidelines are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

9.4. Rights Upon Termination. In the event that this Contract is terminated for any reason, or upon its expiration, OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this contract in whatever form that they exist.

9.5. Survival of Terms. Termination of this Contract for any reason shall not release County from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

10. TERMS AND CONDITIONS

10.1. FEDERAL TERMS AND CONDITIONS.

10.1.1. Compliance with Law, Policy and Procedure. County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon OAG in carrying out the IV-D program pursuant to Chapter 231 of the Texas Family Code and Title IV, Part D, of the Social Security Act of 1935, as amended; (2) providing services to OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. Notwithstanding anything to the contrary in this Contract, OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the OAG's or County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

10.1.2. Civil Rights. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". County shall ensure that all subcontracts comply with the above referenced provisions.

10.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency.

The certification requirement of this provision shall be included in all subcontracts.

10.1.4. Records Retention. County shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in this Contract. County shall retain all such records for a period of three years after the expiration of the term of this Contract, or until OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer. County shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

10.1.5. Environmental Protection. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

10.1.6. Lobbying Disclosure. County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. Upon execution of this Contract, County must sign the Certification Regarding Lobbying attached as Attachment G and return it to OAG along with the executed copy of this Contract. This certification certifies that County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. §1352. It also certifies that County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

10.1.7. Certification Concerning Dealings with Public Servants. County, by signing the Agreement, certifies that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this transaction.

10.2. GENERAL RESPONSIBILITIES.

10.2.1. Independent Contractor. It is expressly understood and agreed by the parties hereto that County is an independent contractor that shall have exclusive responsibility for any and all claims, demands, causes of action of every kind and character which may be asserted by any third party occurring from, in any way incident to, arising out of or in connection with the activities to be performed by County hereunder. It is further expressly understood and agreed that any County personnel employed or retained to carry out the terms of this Contract are deemed to be employees and/ or agents of County for purposes of retirement benefits, health insurance, all types of leave and any and all other purposes.

10.2.2. No Implied Authority. Any authority delegated to County by OAG is limited to the terms of this Contract. County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

- (1) Make public policy;
- (2) Promulgate, amend, or disregard OAG Child Support program policy; or
- (3) Unilaterally communicate or negotiate, on behalf of the OAG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, County is required to cooperate fully with OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

10.2.3. Force Majeure. OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

County shall not be liable to OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of County, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the preceding paragraph, County will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and County continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. County shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

10.2.4. News Releases. News releases, advertisements, publications, declarations and any other pronouncements by County pertaining to this transaction and using any means or media mentioning this transaction must be approved in writing by OAG prior to public dissemination.

10.3. OFFSHORING. All work to be performed under this Contract shall be performed within the United States and its territories.

10.4. RIGHT OF REMOVAL. OAG expects all services under this Contract to be competently and professionally performed. County and County's subcontractor personnel and agents shall comply with all OAG policy, procedures and requirements relating to standards of conduct and shall be courteous and professional in all communications during their performance of the requirements of this Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG Contract Manager. OAG reserves the right, in its sole discretion, to require the immediate removal from the performance of services under this Contract and replacement of any County and/or County subcontractor personnel and agents deemed by OAG to be discourteous, unprofessional, incompetent, careless, unsuitable or otherwise objectionable. Any replacement personnel assigned by County to perform services under this Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

10.5. Background Reviews.

10.5.1. By entering into this contract, County certifies that it will perform a background review, to include criminal history record information, of all County Agents before allowing a County Agent to provide services to OAG or to have access to OAG Data (hereinafter referred to as "contract associated service") and that such background review shall not occur any earlier than six months prior to County Agent performing any such services. County may request OAG to perform such reviews. In such instances County shall provide OAG with County Agent's: name (including any other names used); day time phone number; date of birth; driver license number; social security number and any criminal offense convictions. OAG shall perform the reviews at its own expense. The term County Agent as used in this "Background Reviews" provision means: all persons who perform contract associated services on County's behalf including County's officials, employees, agents, consultants, subcontractors and representatives performing contract associated services. **No County Agent who has been convicted of a felony for crimes involving violence, sexual offenses, theft or fraud or is a registered sex offender may perform any contract associated service.**

10.5.2. The Child Support Division of the Office of the Texas Attorney General is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the Child Support Division has the right to obtain criminal history record information that relates to an entity who proposes to enter into a contract with or that has a contract with the Child Support Division. OAG shall have the right under this contract to perform initial and periodic detailed background reviews, to include a criminal history records check, on any of County's Agents that are assigned to provide services to OAG or are authorized to access, or are requesting to access, OAG Data. Upon request, and to assist OAG in performing background reviews and criminal records checks, County shall provide identifying data and any required consent and authorization to perform such reviews and checks. OAG is prohibited from revealing the results of any criminal history records check to County.

10.5.3. Within ten (10) business days after County signing the contract County (unless directed otherwise in Controlled Correspondence) shall provide OAG with a list of all County Agents who will be performing contract associated service. The list shall contain the following information:

- Name (including any other names used);
- Day-time phone number;
- Responsibilities under the Contract;
- Date of Birth;
- Driver License Number;
- Social Security number; and,
- Criminal Offense convictions, if any.

10.5.4. County shall provide an updated list to OAG whenever a new County Agent is assigned to perform any contract associated service. County shall notify OAG whenever a County Agent is to assume a new responsibility with regard to the performance of contract associated service.

10.5.5. No County Agent shall commence performance of contract associated service or assume new responsibilities regarding contract associated service until OAG, by Controlled Correspondence, consents to such County Agent performing such service or new responsibilities. This prohibition pertains to performance of contract associated service and is not intended to preclude County from continuing to engage County Agent's services for non-contract associated service.

10.5.6. County must require all County Agents to notify County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first business day following an arrest. Within one business day after such notification, County in turn shall notify OAG of such arrest. County must also require any County Agent who has been arrested to provide an official offense report to County as soon as possible but no later than 30 calendar days after the date of the arrest. Within one business day after receipt County in turn shall provide OAG with a copy of such offense report.

10.6. NON-WAIVER OF RIGHTS. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

10.7. NO WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY OAG, THE STATE OF TEXAS OR COUNTY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT OAG, THE STATE OF TEXAS OR COUNTY MAY HAVE BY OPERATION OF LAW.

10.8. SEVERABILITY. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

10.9. APPLICABLE LAW AND VENUE. County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Jefferson County.

10.10. ENTIRE AGREEMENT. This instrument constitutes the entire Contract between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

10.11. ORIGINALS AND COUNTERPARTS. This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12. ATTACHMENTS.

- 10.12.1. Attachment A: OAG Procedures For Changes to Case Information
- 10.12.2. Attachment B: Record of Support, Form 1828
- 10.12.3. Attachment C: IRS Publication 1075 (Rev.12-2013)
- 10.12.4. Attachment D: Certificate of Destruction for Counties and Vendors
- 10.12.5. Attachment E: County's Incident Response Plan
- 10.12.6. Attachment F: Security Incident Report
- 10.12.7. Attachment G: Certification Regarding Lobbying

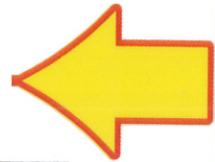
THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL

JEFFERSON COUNTY

Charles Smith
Deputy for Child Support (IV-D Director)

The Honorable Jeff Branick
County Judge, Jefferson County



**OAG Procedures
For
Changes to Case Information**

County shall adhere to the OAG Procedures when a request is received for member and/or case information.

Identifying Walk-In or Caller

Before updating member and/or case information, such as home address, phone number, etc., verify the caller or walk-in's identity. Ask the person for the following identifiers:

- Name
- Case Identification Number (CIN)
- Social Security Number (if CIN unavailable)
- Date of Birth
- Home address

Unidentifiable Walk-In or Caller

If there is any doubt about the caller's identity after these identifiers have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller/walk-in to take one of the following actions in order to have the member/case information updated on OAG Case Management System:

Provide proof of identity via Mail, Fax or Email

Provide proof of identity by providing the supporting documents:

- A copy of a valid photo ID (i.e. driver's license)

Provide a scanned copy of the information to be updated:

- Bill with home address (i.e. utility bill)
- SSN card
- DOB
- Name change – photo ID with new name



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Record of Support

ATTACHMENT B

This form is used by counties to provide the record of support data needed by the state case registry as required by the Texas Family Code § 105.008. (Counties may use the TXCSES Web Portal to provide this information in lieu of completing this form.) Send the completed form to the State Case Registry/County Contact Team by fax 877-924-6872 or mail to TxCS DU, P.O. Box 659400, San Antonio, TX 78265.

Order Information:

County Name: _____ AG Case Number: _____
Court Number: _____ Order Type: New Order Modified Order
Cause Number: _____ Payment location: SDU County Other _____
Order Sign Date: _____ Date of Hearing: _____

Obligee/Custodial Parent Information: Family Violence Protection (FV) (Check if individual is a victim of family violence)
Name: _____ Employer Name: _____
Address: _____ Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Social Security Number: _____ Phone: (H) _____ (W) _____
Date of Birth: ____/____/____ Sex: Male Female Relationship to Child(ren): _____
Drivers License Number: _____

Obligor/Non-Custodial Parent Information: Family Violence Protection (FV) (Check if individual is a victim of family violence)
Name: _____ Employer Name: _____
Address: _____ Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Social Security Number: _____ Phone: (H) _____ (W) _____
Date of Birth: ____/____/____ Sex: Male Female Relationship to Child(ren): _____
Drivers License Number: _____

Dependent Information:

Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female

Attach additional forms if there are more children for this cause

Obligee Attorney	Phone	Obligor Attorney	Phone

Form prepared by: _____ Phone: _____ Date: _____

ATTACHMENT C
IRS Publication 1075 (Rev. 12-2013)

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's responsible employees
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns or return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this

ATTACHMENT C
IRS Publication 1075 (Rev. 12-2013)

contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRCs 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure* and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

ATTACHMENT D

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type		Media Title / Document Name	
<input type="checkbox"/> HARD COPY	<input type="checkbox"/> ELECTRONIC		
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)			
Dates of Records			
Document / Record Tracking Number	OAG Item Number	Make / Model	Serial Number

Item Sanitization	<input type="checkbox"/> CLEAR	Who Completed?	<input type="checkbox"/>	Who Verified?	<input type="checkbox"/>
	<input type="checkbox"/> PURGE	Phone		Phone	
	<input type="checkbox"/> DESTROY	DATE Completed			

Sanitization Method and/or Product Used →

Final Disposition of Media	<input type="checkbox"/>	Reused Internally	<input type="checkbox"/>	Destruction / Disposal
	<input type="checkbox"/>	Reused Externally	<input type="checkbox"/>	
	<input type="checkbox"/>	Other:		Returned to Manufacturer

Comments:

If any OAG Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of OAG Data Retained and Retention Requirements:

Proposed method of destruction for OAG approval:	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

Records Destroyed by:		Records Destruction Verified by:	
Signature	Date	Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:
 OAG: Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

ATTACHMENT D

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information (FTI). These guidelines are also required for sensitive or confidential information that may include personally identifiable information (PII) or protected health information (PHI). NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy.** Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platen are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.
2. For media to be reused outside your organization or if leaving your organization for any reason, use the **PURGE** procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.
3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.
6. Send the signed Certificate of Destruction to:

OAG: Child Support Division
 Information Security Office
 PO Box 12017
 Austin, TX 78711-2017

FAX to: 512-460-6070

or send as an email attachment to:

Willie.Harvey@cs.oag.state.tx.us

Final Distribution of Certificate	Original to:	Willie Harvey, Information Security Officer 512-460-6764
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

Jefferson County Incident Response Plan

Adopted Date: _____

OVERVIEW

This Incident Response Plan is designed to provide general guidance to county staff, both technical and managerial, to:

- enable quick and efficient recovery in the event of security incidents which may threaten the confidentiality of OAG Data;
- respond in a systematic manner to incidents and carry out all necessary steps to handle an incident;
- prevent or minimize disruption of mission-critical services; and,
- minimize loss or theft of confidential data.

The plan identifies and describes the roles and responsibilities of the Incident Response Team and outlines steps to take upon discovery of unauthorized access to confidential data. The Incident Response Team is responsible for putting the Plan into action.

INCIDENT RESPONSE TEAM

The Incident Response Team is established to provide a quick, effective and orderly response to any threat to confidential data. The Team's mission is to prevent a serious loss of information assets or public confidence by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases. The Team is responsible for investigating suspected security incidents in a timely manner and reporting findings to management and the appropriate authorities.

ATTACHMENT E

INCIDENT RESPONSE TEAM ROLES AND RESPONSIBILITIES

Position	Roles and Responsibilities
Chief Information Security Officer (CISO)	<ul style="list-style-type: none"> • Immediately report incident directly to OAG CISO and OAG Contract Manager • Determine nature and scope of the incident • Contact members of the Incident Response Team • Determine which Team members play an active role in the investigation • Escalate to executive management as appropriate • Contact other departments as appropriate • Monitor and report progress of investigation to OAG CISO • Ensure evidence gathering and preservation is appropriate • Prepare and provide a written summary of the incident and corrective action taken to OAG CISO
Information Technology Operations Center	<ul style="list-style-type: none"> • Central point of contact for all computer incidents • Notify CISO to activate Incident Response Team
Information Privacy Office	<ul style="list-style-type: none"> • Document the types of personal information that may have been breached • Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information • Assist in developing appropriate communication to impacted parties • Assess the need to change privacy policies, procedures and/or practices as a result of the breach
Network Architecture	<ul style="list-style-type: none"> • Analyze network traffic for signs of external attack • Run tracing tool and event loggers • Look for signs of firewall breach • Contact external internet service provider for assistance as appropriate • Take necessary action to block traffic from suspected intruder • Prepare Incident Containment Report, as appropriate, and forward to County CISO
Operating Systems Architecture	<ul style="list-style-type: none"> • Ensure all service packs and patches are current on mission-critical computers • Ensure backups are in place for all critical systems • Examine system logs of critical systems for unusual activity • Prepare Incident Containment Report, as appropriate, and forward to County CISO
Business Applications	<ul style="list-style-type: none"> • Monitor business applications and services for signs of attack • Review audit logs of mission-critical servers for signs of suspicious activity • Contact the Information Technology Operations Center with any information relating to a suspected breach • Collect pertinent information regarding the incident at the request of the CISO
Internal Auditing	<ul style="list-style-type: none"> • Review systems to ensure compliance with information security policy and controls • Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches • Report any system control gaps to management for corrective action • Prepare Incident Eradication Report and forward to County CISO

ATTACHMENT E

INCIDENT CONTACT LIST

1.1. OAG Contact Information

Position	Name	Phone Number	Email address
OAG Chief of Information Security Officer	Willie Harvey	512-936-1320	willie.harvey@texasattorneygeneral.gov
OAG Contract Manager	Allen Broussard	512-460-6373	allen.broussard@texasattorneygeneral.gov

1.2. County Contact Information

Position	Name	Phone Number	Email address
Chief of Information Security Officer	Marcile Aunspaugh	409-835-8687	maunspaugh@co.jefferson.tx.us
County Contract Manager	Marcile Aunspaugh	409-835-8687	maunspaugh@co.jefferson.tx.us
Information Technology Operations Center	Paul Helegda	409-835-8447	helegda@co.jefferson.tx.us
Information Privacy Office			
Network Architecture			
Operating Systems Architecture			
Business Applications			
Internal Auditing			



SECURITY INCIDENT REPORT For Contractors or Vendors

Willie Harvey, CISSP
 OAG-CS Information Security Officer
willie.harvey@texasattorneygeneral.gov
 Office (512) 460-6764
 Fax (512) 460-6850

**To immediately report an incident
please contact:**

Instructions: Each Contractor or business partner (Contractor) is required to provide timely reporting of security incidents to the Office of the Attorney General, Child Support Division (OAG-CS) Information Security Officer (ISO). Together, the Contractor and OAG-CS ISO will assess the significance and criticality of a security incident based on the business impact to affected resources and the current and potential effect of the incident (*e.g., loss of access to services, revenue, productivity, reputation; unauthorized disclosure of confidential or private information; loss of data or network integrity; or propagation to other networks*).

Depending on the criticality of the incident, it will not always be feasible to gather all the information prior to reporting to OAG-CS. In such cases, incident response teams should make an initial report and then continue to report information to the OAG-CS daily until the incident has been resolved and the OAG-CS ISO has closed the incident. All security incident reports provided to OAG-CS will be classified and handled as Confidential per *Chapter 2059.055 Texas Government Code (TGC)* and *Chapter 552.139 Texas Business and Commerce Code (TB&CC)*.

1. Contact Information			
Company Name:			
Full Name:			
Job Title:			
Division or office:			
Work phone:			
Mobile phone:			
E-mail address:			
Fax number:			
<i>Additional contact information: (e.g., subject matter experts; incident response team members)</i>			
Area of Specialty	Name	Email	Phone #



SECURITY INCIDENT REPORT For Contractors or Vendors

2. Type of Incident <i>(Check all that apply)</i>	
<input type="checkbox"/> Account compromise <i>(e.g., lost password)</i> <input type="checkbox"/> Denial of service <i>(including distributed)</i> <input type="checkbox"/> Malicious code <i>(e.g., virus, worm, Trojan)</i> <input type="checkbox"/> Misuse of systems <i>(e.g., acceptable use)</i> <input type="checkbox"/> Reconnaissance <i>(e.g., scanning, probing)</i>	<input type="checkbox"/> Social engineering <i>(e.g., phishing, scams)</i> <input type="checkbox"/> Technical vulnerability <i>(e.g., 0-day attacks)</i> <input type="checkbox"/> Theft/loss of equipment/media/document <input type="checkbox"/> Unauthorized access <i>(e.g., systems, devices)</i> <input type="checkbox"/> Unknown/Other <i>(Please describe below)</i>
<p><i>Description of incident:</i></p>	

3. Scope of Incident <i>(Check one)</i>	
<input type="checkbox"/> Critical <i>(e.g., affects public safety or Federal/State/Individual confidential or private information)</i> <input type="checkbox"/> High <i>(e.g., affects Contractor's entire network or critical business or mission systems)</i> <input type="checkbox"/> Medium <i>(e.g., affects Contractor's network infrastructure, servers, or admin accounts)</i> <input type="checkbox"/> Low <i>(e.g., affects Contractor's workstations or standard user accounts only)</i> <input type="checkbox"/> Unknown/Other <i>(Please describe below)</i>	
Estimated number of systems affected: <i>(e.g., workstations, servers, mainframes, applications, switches, routers)</i>	
Estimated number of users and/or customers affected:	
Third-parties involved or affected: <i>(e.g., vendors, contractors, partners)</i>	
<p><i>Additional scope information:</i></p>	

4. Impact of Incident <i>(Check all that apply)</i>	
<input type="checkbox"/> Loss of access to services <input type="checkbox"/> Loss of productivity <input type="checkbox"/> Loss of revenue <input type="checkbox"/> Loss of reputation	<input type="checkbox"/> Propagation to other networks <input type="checkbox"/> Unauthorized disclosure of data/information <input type="checkbox"/> Unauthorized modification of data/information <input type="checkbox"/> Unknown/Other <i>(Please describe below)</i>
Estimated total cost incurred: <i>(e.g., cost to contain incident, restore systems, notify data owners, notify customers, credit monitoring fees, fines)</i>	



SECURITY INCIDENT REPORT For Contractors or Vendors

Additional impact information:

5. Sensitivity of Affected Data/Information *(Check all that apply)*

<input type="checkbox"/> Confidential/Sensitive/IRS data/info <input type="checkbox"/> Financial data/info <input type="checkbox"/> Non-sensitive data/info <input type="checkbox"/> Publicly available data/info	<input type="checkbox"/> Personally identifiable information (PII/PHI) <input type="checkbox"/> Intellectual property/copyrighted data/info <input type="checkbox"/> Critical infrastructure/Key resources <input type="checkbox"/> Unknown/Other <i>(Please describe below)</i>
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Quantity of data/information affected:
(e.g., file sizes, number of records)

Describe the data and/or information that may have been compromised:

6. Users and/or Customers Affected by Incident *(Provide as much detail as possible)*

Number of affected Users		Number of affected Customers	
User Name	User Job Title	System access levels or rights of affected users: <i>(e.g., regular user, domain administrator, root)</i>	

Additional User and/or Customer details:

7. Systems Affected by Incident *(Provide as much detail as possible)*

Attack sources <i>(e.g., IP address, port):</i>	
Attack destinations <i>(e.g., IP address, port):</i>	
IP addresses of affected systems:	
Domain names of affected systems:	
Primary functions of affected systems: <i>(e.g., web server, domain controller)</i>	
Operating systems of affected systems: <i>(e.g., version, service pack, configuration)</i>	
Patch level of affected systems: <i>(e.g., latest patches loaded, hotfixes)</i>	
Security software loaded on affect systems:	



SECURITY INCIDENT REPORT For Contractors or Vendors

(e.g., anti-virus, anti-spyware, firewall, versions, date of latest definitions)	
Physical location of affected systems: (e.g., state, city, building, room, desk)	
Additional system details:	

8. Remediation of Incident *(Provide as much detail as possible – include dates)*

Actions taken by Contractor to identify affected resources:	
Actions taken by Contractor to contain & investigate incident:	
Actions taken by Contractor to remediate incident:	
Actions taken by Contractor to verify successful remediation: (e.g., perform vulnerability scan, code review, system tests)	
Actions planned by Contractor to prevent similar incidents: (provide timeline)	
Additional remediation details:	

9. Timeline of Incident *(Provide as much detail as possible)*

a. Date and time when Contractor first detected, discovered, or was notified about the incident:	
b. Date and time when the actual incident occurred: (estimation if exact date and time unknown)	
c. Date and time when the incident was contained, or when all affected systems or functions were restored: (use whichever date and time is later)	
d. Elapsed time between the incident and discovery: (e.g., difference between a. and b. above)	
e. Elapsed time between the discovery and restoration: (e.g., difference between a. and c. above)	



SECURITY INCIDENT REPORT For Contractors or Vendors

Detailed incident timeline:		
Date	Time	Event/Action/Comment

10. Miscellaneous / Lessons Learned <i>(Provide any other relevant information)</i>

11. List of Attachments <i>(Include the name and date of each attachment)</i>

Please submit the completed form, attachments and all updates to:

Willie Harvey, CISSP
 OAG-CS Information Security Officer
 Mail Code 033-1
 5500 E. Oltorf : P.O. Box 12017
 Austin, TX 78741 : Austin, TX 78711-2017
 Office (512) 460-6764
 Fax (512) 460-6850
willie.harvey@texasattorneygeneral.gov

***PLEASE NOTE:**

- All Security Incident Reporting Forms and accompanying documentation must be transmitted to OAG-CS in a safe and secure manner.
- Please encrypt all documents prior to transmission.
- Please contact the ISO via phone to coordinate your fax transmission or decryption password.

OAG will contact the **TIGTA** and the **IRS** immediately, but no later than 24-hours after the identification of a possible issue involving FTI. OAG should not wait to conduct an internal investigation to determine if FTI was involved. If FTI may have been involved, OAG must contact **TIGTA** and the **IRS** immediately. **TIGTA contact for Texas: 972-308-1400 (Dallas).**

If criminal action is suspected (e.g., violations of *Chapter 33, Penal Code, Computer Crimes, or Chapter 33A, Penal Code, Telecommunications Crimes*) the Contractor is also responsible for contacting the appropriate law enforcement and investigative authorities.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Respondent Signature)

(Respondent Printed Name)

(Respondent Title)

(Date)

(Organization)

Special, September 15, 2014

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