

SPECIAL, 11/3/2014 1:30:00 PM

BE IT REMEMBERED that on November 03, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1 (ABSENT)

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
November 03, 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
November 03, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **03rd** day of **November 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: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

1. Consider and approve, execute, receive and file a renewal for (IFB 11-054/AW), Term Contract for Snack and Drink Vending Machines for Jefferson County with John Paul's Food Service, LLC. for a third additional one (1) year renewal from December 2, 2014 to December 1, 2015.

SEE ATTACHMENTS ON PAGES 7 - 7

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Authorize and approve The County Judge to execute Contract (IFB 14-046/KJS), Cheek Community Sewer Improvements – Cheek Phase IV. This is a Texas Community Development Block Grant Project, to T. Johnson Industries in the amount of T. Johnson Industries, Inc. in the amount of \$139,314.00, with one hundred twenty (120) calendar days, on November 6, 2014, and not before.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 14-051/KJS) with eSullivan Advertising & Design to be appointed Marketing Communications Agency for Jack Brooks Regional Airport, commencing (October 1, 2014) and ending September 30, 2015. Not to exceed \$144,000.00 for Marketing and Promotion of the Airport.

SEE ATTACHMENTS ON PAGES 8 - 10

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
November 03, 2014*

4. Consider and approve, execute, receive and file a contract with Time Warner Cable Business Class for high speed internet service in the amount of \$299.00 per month for 36 months and a one-time wideband installation fee of \$150.00 for the Jefferson County Port Arthur Courthouse.

SEE ATTACHMENTS ON PAGES 11 - 14

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

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

SEE ATTACHMENTS ON PAGES 15 - 15

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

COUNTY AUDITOR:

6. Regular County Bills - check #400274 through check #400472.

SEE ATTACHMENTS ON PAGES 16 - 23

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

COUNTY COMMISSIONERS:

7. Receive and file executed contract between Jefferson County, Texas and Linebarger Goggan Blair & Sampson for collection of fines and fees for the County Courts of Jefferson County, Texas.

SEE ATTACHMENTS ON PAGES 24 - 29

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

*Notice of Meeting and Agenda and Minutes
November 03, 2014*

8. Receive and file executed Addendum to Inter-local Cooperation Agreement between Spindletop Center and Jefferson County regarding liaison officers.

SEE ATTACHMENTS ON PAGES 30 - 33

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

9. Receive and file executed Inter-local Cooperation Agreement between Spindletop Center and Jefferson County for services of a Mental Health Officer.

SEE ATTACHMENTS ON PAGES 34 - 44

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

10. Consider, possibly approve a Proclamation for Alzheimer's Awareness Day.

SEE ATTACHMENTS ON PAGES 45 - 45

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

11. Consider and possibly approve a Proclamation for National Nurse Practitioners Week.

SEE ATTACHMENTS ON PAGES 46 - 46

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

Other Business:

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

Notice of Meeting and Agenda and Minutes
November 03, 2014

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

Jeff R. Branick
County Judge

**CONTRACT RENEWAL FOR IFB 11-054/AW,
TERM CONTRACT FOR SNACK AND DRINK VENDING MACHINES
FOR JEFFERSON COUNTY**

The County entered into a contract with John Paul's Food Service, LLC. for one (1) year, from December 5, 2011 to December 4, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from December 2, 2014 to December 1, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
John Paul's Food Service, LLC



(Name)

September 20, 2014

Jack Brooks Regional Airport
4875 Parker Dr.
Beaumont, TX 77705

Attn: Alex Rupp

Dear Mr. Rupp :

This letter outlines the services to be provided and terms of business under which e.Sullivan Advertising and Design, Inc. is to be appointed Marketing Communications Agency for Jack Brooks Regional Airport, commencing (October 1, 2014) or such date as shall be agreed and ending September 30, 2015.

The service that e. Sullivan Advertising and Design and staff will provide are summarized as follows:

1. Develop communications plans and budget estimates based on your marketing objectives and strategies. If possible, we will endeavor to relate these plans to measured objectives to determine effectiveness. We will also assist in developing marketing objectives and strategies if desired.
2. Provide all creative, production and media services to develop advertisements, commercials, media advertising plans, direct mail, billboards, brochures and other projects as required by the plan and as agreed to by the client. Arrange photography, printing, display construction, publicity, etc., as needed. Carry through production in all aspects to completion.
3. Provide continuous, as-needed, account service and consultation to ensure prompt completion of projects.
4. Provide public relations counsel on matters corporate or marketing, and maintain on-going publicity projects in accordance to the plan.
5. Develop and implement specialized areas of promotion as needed such as internal communications, telemarketing, direct response, sales presentations, incentive promotions, etc.
6. Maintain internal procedures that ensure budget control, prompt billing and quality control.

7. Provide regular contact reports on all meeting decisions, regular financial and project status reports.

Approval and authority are provided as follows:

The agency will submit the following to the client for approval: all advertising plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules, cost estimates of these various items when required; and other specified projects. The agency will therefore require the client's authority before ordering production materials, making contracts with suppliers and making reservation or contracts for media space or time.

Agency compensation is provided for as follows:

For the purposes of this agreement, we are estimating our creative & production services to include but not limited to the following:

- Billboard Design (including up to three separate designs)
- Television Production (including up to three separate commercials)
- Radio Production (including up to three separate commercials)
- Newspaper / Magazine Advertisement Design
- Web Banner Advertisement Design

All media and outside services, such as artwork and mechanicals, as well as out-of-pocket expense, are charged to the clients. Project time for creative and production services, public relations services and special projects such as research are provided on an hourly rate basis and billed by project.

Although, we will only bill for time actually spent on these various projects and services, we agree that the total billing charges for all work done including creative design, media placement, fees, etc., will not exceed \$ 144,000.00.

Budget estimates are provided for all programs and, where necessary, quotations on individual projects are supplied. The fee service arrangement will be reviewed at the end of ending date of this agreement and may be renewed for a longer term if agreed to by both parties. Cost accounting procedures are maintained, based on a time-keeping system. Fee arrangements will be reviewed and renegotiated as necessary in light of this experience.

Termination:

Agency service provided on an annual basis with a provision for ninety (30) days notice of termination on either side for all project work and media programs in accordance with accepted practices of the industry.

Billing procedures are as follows:

All invoices will be billed on or about the first (1st) of each month following the month when production & creative services took place. Production billing is itemized in terms of creative services, talent costs, computer art-work, photography, printing, etc., and billed by projects. Where a large project is required, agreement may be sought to invoice as work-in-progress, one-third (1/3) of estimated cost at commencement, one-third (1/3) on approval of camera-ready art, and final detailed invoice on delivery.

Our terms are net thirty (30) days from date of receipt of invoice.

If there are any questions concerning our billing procedures we will be pleased to answer them at any time.

All that we need from you to proceed is a copy of this Letter of Agreement signed by an officer of the company acknowledging the terms of business as detailed. A copy is provided for this purpose.

We look forward to a long, mutually beneficial relationship and to contributing to the achievement of Jack Brooks Regional Airport's long term plan.

Yours sincerely,

Eric Sullivan
e.Sullivan Advertising & Design

Terms and conditions accepted by client:

Date:

Signature:

Title:

Company:

Account Executive: Will Nichols
 Phone: (409) 720-5508 ext:
 Cell Phone: +1 4095438723
 Fax: (409) 720-5508
 Email: william.nichols1@twcable.com

Order # 4917516

Business Name	Jefferson County	Customer Type: Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****0291	State	1-74-6000291-2
Billing Address		
Attention To:		Account Number
1149 Pearl St Data Cente Beaumont TX 77701		8260170160470174
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Deborah Syphrett-Clark	(409) 835-8500	syphrett@co.jefferson.tx.us
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Paul Helegda	(409) 835-8447	helegda@co.jefferson.tx.us
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Tim Pierce	(409) 835-8447	tpierce@co.jefferson.tx.us

Internet and Video Order Information For 525 Lakeshore Dr 1st fl Telco Closet (by Elevator) Port Arthur TX 77640

Service Type

High Speed Internet (HSD)

New and Revised Services and Monthly Charges At 525 Lakeshore Dr Unit 1st fl Telco Closet (by Elevator), Port Arthur TX 77640

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
35M Internet Promotion	1	\$299.00	\$299.00	36 Months
*Total			\$299.00	

*Prices do not include taxes and fees.

One Time fees At 525 Lakeshore Dr Unit 1st fl Telco Closet (by Elevator), Port Arthur TX 77640

Description	Quantity	Sales Price	Total
Wideband Installation Fee	1	\$150.00	\$150.00
Total			\$150.00

*Prices do not include taxes and fees.

Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.



Authorized Signature for Time Warner Cable Enterprises LLC

WILLIAM NICHOLS, Acct. Exec. 2

Printed Name and Title

10/10/14

Date Signed

Authorized Signature for Customer

Printed Name and Title

Date Signed



Service Agreement

This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street: 602 Highway 69 N

City: Nederland

State: TX

Zip Code: 77627

Contact: Will Nichols

Telephone: (409) 720-5508 ext:

Facsimile: (409) 720-5508

Customer Information

Customer Name (Exact Legal Name):
Jefferson County

Federal ID No:
*****0291

Billing Address:
1149 Pearl St

Suite:
Data Cente

City:
Beaumont

State:
TX

Zip Code:
77701

Billing Contact Name:
Deborah Syphrett-Clark

Phone:
(409) 835-8500

E-mail:
syphrett@co.jefferson.tx.us

Authorized Contact Name:
Paul Helegda

Phone:
(409) 835-8447

E-mail:
helegda@co.jefferson.tx.us

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
By: 	By:
Name (printed): WILLIAM NICHOLS	Name (printed):
Title: Acct. Exec. 2	Title:
Date: 10/10/17	Date:



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBOIS
SERVICES

CHIEF RON HOBBS
NARCOTICS

Date: October 29, 2014

To: Deb Clark

From: Chief Mark Dubois

Re: Request to Sell Scrap Metal

Deb,

We are requesting to sell some items as scrap metal that we have collected from the airport hangar that is no longer useful or needed. The items are as follows:

- Tool cabinets surplus from the military (Drawers were Styrofoam custom cutouts that had to be pried out to open-tools were removed and put in regular toolboxes)
- Two wheel utility trailer surplus from the military (Old, rusted out and crushed beyond repair)
- Fence parts (Damaged during hurricane)
- Barrel Stand (Rusted)
- Fan surplus from military (Inoperative)

All of the military surplus equipment is classified as Type A, which means that we only have to keep it in our inventory for one year, then it is ours to do with as we see fit. The equipment that we are asking to scrap has been in our inventory longer than one year, and meets the requirements for disposal.

Feel free to contact me should you have any questions.

Chief Deputy Mark Dubois
Jefferson County Sheriff's Office
Office: 409-835-8734
Cell: 409-719-3871

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
ART SIGNS & DECALS	56.00	400287	
CARQUEST AUTO PARTS # 96	221.03	400295	
KINSEL FORD, INC.	62.34	400330	
M&D SUPPLY	148.33	400333	
MUNRO'S	33.00	400337	
MUSTANG CAT	1,195.04	400338	
AT&T	61.66	400352	
TEJAS MFG & RV SUPERSTORE, INC.	401.09	400356	
SOUTHERN TIRE MART, LLC	1,333.94	400372	
INTERSTATE TIRE & MECHANICAL ROAD	50.00	400397	
HERRERA'S EMERGENCY LIGHTING	300.00	400400	
			3,862.43**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	735.30	400286	
CHEMAX CORP.	159.60	400296	
ENTERGY	82.71	400315	
HARTMANN BLDG. SPECIALITIES	75.60	400318	
FRED PRYOR SEMINARS & CAREER TRACK	220.00	400344	
ITTER @ HOME	1,096.98	400345	
TRI-CITY FASTENER & SUPPLY	91.00	400358	
NEW WAVE WELDING TECHNOLOGY	6.60	400422	
PRO CHEM INC	390.82	400447	
			2,858.61**
ROAD & BRIDGE PCT. # 3			
APAC, INC. - TROTTI & THOMSOM	923.55	400286	
BEAUMONT TRACTOR COMPANY	440.33	400291	
DYNAMIC POWER SYSTEM, INC.	185.00	400305	
FARM & HOME SUPPLY	34.72	400309	
GULF COAST AUTOMOTIVE, INC.	62.40	400314	
HARBOR FREIGHT TOOLS	114.39	400316	
MUNRO'S	52.36	400337	
OIL CITY TRACTORS, INC.	80.87	400340	
AT&T	70.20	400352	
TRI-CON, INC.	3,046.94	400359	
MATHESON TRI-GAS	12.39	400360	
VULCAN MATERIALS CO.	21,366.32	400363	
SOUTHERN TIRE MART, LLC	97.50	400372	
LOWE'S HOME CENTERS, INC.	125.20	400394	
VULCAN INC	806.52	400396	
CENTERPOINT ENERGY RESOURCES CORP	28.44	400407	
BILL WILLIAMS	200.00	400416	
KNIFE RIVER	361.80	400417	
DOGGETT HEAVY MACHINERY LLC	466.38	400434	
BARRON TIRE SERVICE	150.00	400444	
UNIVERSAL INC	165.00	400446	
HAMSHIRE GULF	95.50	400466	
			28,885.81**
ROAD & BRIDGE PCT.#4			
HR DIRECT	67.19	400281	
CITY OF BEAUMONT - WATER DEPT.	19.03	400299	
ENTERGY	898.60	400315	
J.K. CHEVROLET CO.	230.00	400321	
M&D SUPPLY	161.90	400333	
MUNRO'S	152.08	400337	
EVERETT D ALFRED	250.00	400398	
LANSLOWNE-MOODY CO	69.98	400413	
SUBURBAN PROPANE L.P.	310.04	400458	
			2,158.82**
ENGINEERING FUND			
WHITE REPROGRAPHICS	1,560.00	400365	
UNITED STATES POSTAL SERVICE	7.98	400385	
			1,567.98**
PARKS & RECREATION			
A&B OUTDOOR EQUIPMENT	76.99	400275	
ADAMS BACKHOE SERVICE	113.00	400277	
ENTERGY	287.90	400315	

NAME	AMOUNT	CHECK NO.	TOTAL
MUNRO'S	365.83	400337	
VULCAN MATERIALS CO.	7,999.76	400363	
LOWE'S HOME CENTERS, INC.	145.20	400394	
VULCAN INC	1,648.00	400396	
GENERAL FUND			10,636.68**
JEFFERSON CTY. TAX DEPARTMENT	136.38	400322	
JEFFERSON COUNTY DEMOCRAT PARTY	3,871.36	400449	
TAX OFFICE			4,007.74*
GUARDIAN FORCE	120.00	400278	
UNITED STATES POSTAL SERVICE	1,871.97	400385	
US POSTAL SERVICE	220.00	400387	
US POSTAL SERVICE	5,093.12	400388	
COUNTY HUMAN RESOURCES			7,305.09*
UNITED STATES POSTAL SERVICE	2.84	400385	
AUDITOR'S OFFICE			2.84*
UNITED STATES POSTAL SERVICE	16.95	400385	
COUNTY CLERK			16.95*
KIRKSEY'S SPRINT PRINTING	18.90	400331	
OFFICE DEPOT	1,241.64	400339	
UNITED STATES POSTAL SERVICE	298.93	400385	
COUNTY JUDGE			1,559.47*
CHEROKEE COUNTY CLERK	2,288.00	400303	
JAN GIROUARD & ASSOCIATES	485.00	400311	
OFFICE DEPOT	59.53	400339	
UNITED STATES POSTAL SERVICE	1.19	400385	
THE PARKER LAW FIRM	500.00	400429	
HARVEY L WARREN III	500.00	400431	
THOMSON REUTERS-WEST	116.58	400452	
JARED GILTHORPE	500.00	400465	
RISK MANAGEMENT			4,450.30*
UNITED STATES POSTAL SERVICE	11.97	400385	
COUNTY TREASURER			11.97*
OFFICE DEPOT	359.54	400339	
UNITED STATES POSTAL SERVICE	255.88	400385	
PURCHASING DEPARTMENT			615.42*
BEAUMONT ENTERPRISE	1,351.17	400308	
PORT ARTHUR NEWS, INC.	2,528.79	400342	
UNITED STATES POSTAL SERVICE	5.51	400385	
GENERAL SERVICES			3,885.47*
TIME WARNER COMMUNICATIONS	486.54	400355	
IEA - INSPIRE, ENCOURAGE, ACHIEVE	150,000.00	400383	
JOHN PAUL'S	99.91	400430	
ROCHESTER ARMORED CAR CO INC	3,860.28	400435	
PATILLO BROWN & HILL LLP	14,000.00	400443	
DYNAMEX INC	222.94	400461	
VOTERS REGISTRATION DEPT			168,669.67*
UNITED STATES POSTAL SERVICE	46.50	400385	
IHEART MEDIA	2,336.00	400469	
ELECTIONS DEPARTMENT			2,382.50*

NAME	AMOUNT	CHECK NO.	TOTAL
INTAB	41.48	400285	
CASH ADVANCE ACCOUNT	3,672.61	400325	
M&D SUPPLY	393.29	400333	
OFFICE DEPOT	126.14	400339	
ULINE SHIPPING SUPPLY SPECIALI	4,158.38	400361	
UNITED STATES POSTAL SERVICE	390.35	400385	
JEFFERSON COUNTY DEMOCRAT PARTY	1,071.82	400449	7,710.43*
DISTRICT ATTORNEY			
FED EX	5.92	400310	
UNITED STATES POSTAL SERVICE	216.55	400385	
THOMSON REUTERS-WEST	878.15	400452	1,100.62*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	260.52	400385	
THOMSON REUTERS-WEST	115.50	400452	376.02*
CRIMINAL DISTRICT COURT			
LEAH HAYES	174.60	400319	
RENE MULHOLLAND	421.95	400362	
UNITED STATES POSTAL SERVICE	13.88	400385	
ALEX BILL III	2,000.00	400440	
MATUSKA LAW FIRM	2,600.00	400463	
SAMUEL & SON LAW FIRM PLLC	5,125.00	400468	10,335.43*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	400385	.41*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	150.51	400385	150.51*
252ND DISTRICT COURT			
TODD W. LEBLANC	700.00	400280	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	5,587.53	400290	
THOMAS J. BURBANK, P.C.	800.00	400294	
EDWARD B. GRIPON, M.D., P.A.	595.00	400313	
UNITED STATES POSTAL SERVICE	210.84	400385	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	400445	8,488.37*
279TH DISTRICT COURT			
GAYLYN COOPER	185.00	400279	
BRACK JONES JR.	325.00	400374	
CHARLES ROJAS	260.00	400379	
JOEL WEBB VAZQUEZ	325.00	400405	
JONATHAN L. STOVALL	225.00	400436	
STEFANIE L. ADAMS, ATTORNEY AT LAW	150.00	400438	
REALTIME REPORTING SERVICES INC.	2,556.25	400439	
MATUSKA LAW FIRM	75.00	400463	4,101.25*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	9.12	400385	9.12*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	24.39	400385	24.39*
JUSTICE COURT-PCT 6			
CURTIS 1000, INC.	377.06	400304	
UNITED STATES POSTAL SERVICE	37.43	400385	414.49*
JUSTICE COURT-PCT 7			
TEXAS STATE UNIVERTY/SAN MARCOS	150.00	400351	
AT&T	29.73	400352	179.73*
COUNTY COURT AT LAW NO.1			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.62	400385	
SIERRA SPRING WATER CO. - BT	44.40	400386	
COUNTY COURT AT LAW NO. 2			46.02*
DOUGLAS M. BARLOW, ATTORNEY AT LAW	250.00	400290	
MIKE CICHOWSKI	250.00	400297	
RIFE KIMLER, LAW OFFICE OF	250.00	400329	
CHARLES ROJAS	250.00	400379	
UNITED STATES POSTAL SERVICE	16.76	400385	
LAURIE PEROZZO	300.00	400427	
COUNTY COURT AT LAW NO. 3			1,316.76*
GAYLYN COOPER	600.00	400279	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	400313	
MIKE LAIRD, ATTORNEY AT LAW	500.00	400332	
UNITED STATES POSTAL SERVICE	46.91	400385	
THE LEWIS LAW FIRM	250.00	400418	
MATUSKA LAW FIRM	250.00	400463	
SAMUEL & SON LAW FIRM PLLC	500.00	400468	
COURT MASTER			3,336.91*
UNITED STATES POSTAL SERVICE	2.06	400385	
MEDIATION CENTER			2.06*
UNITED STATES POSTAL SERVICE	6.47	400385	
SHERIFF'S DEPARTMENT			6.47*
FED EX	191.44	400310	
KAY ELECTRONICS, INC.	526.28	400328	
AT&T	258.73	400352	
CLASSEN BUCK SEMINAR INC	210.50	400370	
KEESHA GUILLORY	300.00	400376	
UNITED STATES POSTAL SERVICE	451.39	400385	
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	400389	
CODE BLUE	190.00	400403	
CALDWELL COUNTRY CHEVROLET	27,100.00	400410	
CRIME LABORATORY			29,294.24*
AGILENT TECHNOLOGIES	551.50	400284	
FED EX	120.97	400310	
HENRY SCHEIN, INC.	56.11	400348	
LARRY'S REFRIGERATION	342.45	400380	
VERIZON WIRELESS	37.99	400382	
AIRGAS SOUTHWEST	69.50	400421	
JULIE HANNON	600.00	400454	
JAIL - NO. 2			1,778.52*
HILO / O'REILLY AUTO PARTS	6.08	400276	
GUARDIAN FORCE	297.50	400278	
BOB BARKER CO., INC.	11,185.20	400289	
BELL FENCE MFG. CO.	31.24	400292	
ECOLAB	399.90	400307	
W.W. GRAINGER, INC.	526.55	400312	
HERNANDEZ OFFICE SUPPLY, INC.	353.53	400320	
JACK BROOKS REGIONAL AIRPORT	1,246.14	400324	
JOHNSON SUPPLY	367.94	400327	
M&D SUPPLY	86.76	400333	
MCNEILL INSURANCE AGENCY	142.00	400335	
OFFICE DEPOT	638.79	400339	
RALPH'S INDUSTRIAL ELECTRONICS	236.16	400346	
SANITARY SUPPLY, INC.	11,059.70	400347	
SHERWIN-WILLIAMS	50.76	400350	
AT&T	924.85	400352	
SUTHERLAND LUMBER CO.	311.51	400354	
WILLBANKS & ASSOCIATES	293.86	400368	
LOWE'S HOME CENTERS, INC.	493.65	400394	

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT FUEL INJECTION	425.66	400404	
BELT SOURCE	66.90	400412	
ICS	6,876.00	400419	
FIRETROL PROTECTION SYSTEMS, INC.	380.00	400424	
WORLD FUEL SERVICES	56.92	400428	
FIVE STAR CORRECTIONAL SERVICE	18,726.91	400432	
LIQUID CAPITAL EXCHANGE INC	969.63	400441	
CONMED INC	264,311.78	400451	
			320,465.92*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	12.83	400385	
LYNN BIERHALTER	18.48	400411	
DEANDRIA CHARLES	152.79	400425	
			184.10*
JUVENILE DETENTION HOME			
EPS	537.22	400306	
OAK FARM DAIRY	204.00	400375	
			741.22*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	45.70	400385	
LEXISNEXIS MATTHEW BENDER	48.44	400395	
			94.14*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	5.28	400385	
			5.28*
AGRICULTURE EXTENSION SVC			
FED EX	25.58	400310	
DISTRICT 9 TEAFCS	150.00	400377	
			175.58*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	400293	
CLAYBAR FUNERAL HOME, INC.	1,968.00	400301	
COMMUNITY FUNERAL CHAPEL, INC.	2,700.00	400302	
CASH ADVANCE ACCOUNT	253.77	400325	
MERCY FUNERAL HOME	1,500.00	400336	
UNITED STATES POSTAL SERVICE	75.50	400385	
ESSLINE KNOX	22.40	400437	
CRYSTAL LETMAN-JENKINS	103.60	400471	
JOHNNIE ROBERTS	103.07	400472	
			8,226.34*
HEALTH AND WELFARE NO. 2			
AT&T	29.73	400352	
MARY STAGG	11.20	400402	
			40.93*
CHILD WELFARE UNIT			
J.C. PENNEY'S	71.94	400390	
J.C. PENNEY'S	1,391.83	400391	
J.C. PENNEY'S	292.89	400392	
SEARS COMMERCIAL CREDIT	1,096.74	400393	
JAYLISHA ARDOIN	20.00	400433	
			2,873.40*
ENVIRONMENTAL CONTROL			
AT&T	29.78	400352	
			29.78*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	55,084.09	400457	
			55,084.09*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	400382	
			150.00*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
MARK'S PLUMBING PARTS	7.20	400274	
GUARDIAN FORCE	72.00	400278	
CINTAS, INC.	233.48	400298	
CITY OF BEAUMONT - WATER DEPT.	8,523.48	400299	
W.W. GRAINGER, INC.	145.90	400312	
ENTERGY	43,919.88	400315	
M&D SUPPLY	78.17	400333	
MCCOWN PAINT & SUPPLY OF TEXAS	266.45	400334	
OFFICE DEPOT	148.95	400339	
SANITARY SUPPLY, INC.	850.16	400347	
ACE IMAGEWEAR	184.23	400349	
AT&T	4,776.63	400352	
WHOLESALE ELECTRIC SUPPLY CO.	44.70	400367	
OTIS ELEVATOR COMPANY	2,756.00	400401	
BELT SOURCE	21.30	400412	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	400460	
			84,716.29*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	442.38	400300	
AT&T	1,272.87	400352	
TEXAS GAS SERVICE	273.64	400399	
			1,988.89*
MAINTENANCE-MID COUNTY			
ENTERGY	441.81	400315	
RITTER @ HOME	31.47	400345	
ACE IMAGEWEAR	27.91	400349	
CENTERPOINT ENERGY RESOURCES CORP	25.81	400407	
			527.00*
SERVICE CENTER			
J.K. CHEVROLET CO.	95.67	400321	
JERRY'S AUTOMOTIVE	178.50	400326	
KINSEL FORD, INC.	32.48	400330	
M&D SUPPLY	7.26	400333	
OFFICE DEPOT	56.76	400339	
PHILPOTT MOTORS, INC.	62.38	400341	
TRI-CON, INC.	9,552.39	400359	
BUMPER TO BUMPER	605.74	400406	
AMERICAN TIRE DISTRIBUTORS	6,947.42	400423	
UNIFIRST HOLDINGS INC	22.23	400426	
MIGHTY OF SOUTHEAST TEXAS	40.52	400442	
			17,601.35*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	9.70	400385	
			9.70*
			754,493.18**
MOSQUITO CONTROL FUND			
GREYHOUND PACKAGE EXPRESS	37.25	400283	
JACK BROOKS REGIONAL AIRPORT	3,020.64	400324	
MUNRO'S	98.95	400337	
BATTERIESPLUS	126.16	400459	
			3,283.00**
SECURITY FEE FUND			
ERNEST HARRELL	91.44	400317	
			91.44**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,792.00	400452	
			2,792.00**
EMPG GRANT			
VERIZON WIRELESS	180.17	400382	
			180.17**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	107.25	400385	
			107.25**
JEFF. CO. WOMEN'S CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
OAK FARM DAIRY	173.80	400375	173.80**
LAW OFFICER TRAINING GRT			
CASH ADVANCE ACCOUNT	2,855.20	400325	2,855.20**
COUNTY CLERK - RECORD MGT			
MANATRON	10,595.97	400420	10,595.97**
UNCLAIMED FUNDS MGMT FUND			
LAJUANDA COLLIER	75.00	400470	75.00**
HOTEL OCCUPANCY TAX FUND			
GUARDIAN FORCE	3,900.00	400278	
UNITED STATES POSTAL SERVICE	38.88	400385	3,938.88**
COUNTY CLERK ELECTION CON			
JEFFERSON COUNTY DEMOCRAT PARTY	107.17	400449	107.17**
FBI FIRING RANGE REPAIR			
PORTER'S, INC.	2,874.25	400343	2,874.25**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	469.40	400282	
TEXAS GENERAL LAND OFFICE	7,583.57	400357	
E. SULLIVAN ADVERTISING & DESIGN	8,959.54	400381	
COWBOY MOTOR COMPANY LC	22,722.75	400464	39,735.26**
AIRPORT FUND			
FED EX	61.53	400310	
WASTE MGT. GOLDEN TRIANGLE, INC.	249.48	400364	
WHITE TUCKER COMPANY INC	34.88	400366	
WORTH HYDROCHEM	120.00	400369	
GARSITE	156.34	400371	
COCKER DOORS & MOLDING CO.	30.00	400373	
LOWE'S HOME CENTERS, INC.	403.37	400394	
DISH NETWORK	78.62	400415	
UNIFIRST HOLDINGS INC	97.70	400426	
ADVANCE AUTO PARTS	36.97	400450	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	400460	
EASTERN AVIATION FUELS INC	151,832.24	400467	157,441.35**
SE TX EMP. BENEFIT POOL			
SA BENEFITS SERVICES LLC	38,430.00	400462	38,430.00**
LIABILITY CLAIMS ACCOUNT			
DORAEL DORSEY	1,123.27	400453	1,123.27**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	5,755.09	400408	
TRISTAR RISK MANAGEMENT	3,986.55	400409	9,741.64**
D.A.'S FORFEITURED FUNDS			
PATRIOT GROUP	3,749.00	400414	3,749.00**
SHERIFF'S FORFEITURE FUND			
AVIALL	163.72	400288	
SPORTY'S PILOT SHOP	165.90	400353	329.62**
ORCA - IKE			

NAME	AMOUNT	CHECK NO.	TOTAL
MK CONSTRUCTORS MARINE DIVISION	550,882.25	400448	550,882.25**
JACK BROOKS REGIONAL AIRPORT ASAP - CONSTABLE PCT 8	1,431.54	400324	1,431.54**
CDW COMPUTER CENTERS, INC.	394.39	400378	394.39**
			1,634,581.62***

**AGENDA ITEM****November 3, 2014**

Receive and file executed contract between Jefferson County, Texas and Linebarger Goggan Blair & Sampson for collection of fines and fees for the County Courts of Jefferson County, Texas.

CONTRACT FOR FINES AND FEES COLLECTION SERVICES

STATE OF TEXAS

COUNTY OF JEFFERSON

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between JEFFERSON COUNTY, acting herein by and through its governing body, hereinafter styled "CLIENT", and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, hereinafter styled "FIRM".

Article 1 – Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2 – Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines (Justice of the Peace and County Court at Law) that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees shall become subject to this AGREEMENT upon their becoming more than sixty (60) days past due. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as

amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than on or about the first (1st) of each month.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3 - Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) and Subsection (i) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4 - Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data

and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5 - Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The additional costs are those directly related to collection efforts in pursuing litigation, such as filing fees, service fees, deposition costs, etc. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services. FIRM agrees to provide an itemized description of such costs to CLIENT with each bill submitted to CLIENT.

Article 6 - Term and Termination

6.01 This AGREEMENT shall be effective _____ and shall expire on _____ unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such

deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7 – Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor. The FIRM shall provide written notice to CLIENT of the name and address of co-counsel or subcontractor.

7.02 Indemnity. The FIRM shall indemnify and hold the CLIENT harmless from and against all liabilities, losses, and/or costs and attorney's fees, which may arise as a result of the FIRM's performance of the services described in this AGREEMENT. The indemnity provision of this AGREEMENT shall have no application to any claim or demand that results from the sole negligence or fault of the CLIENT, its officers, agents, employees or contractors. Furthermore, in the event of joint and/or shared negligence or fault of the CLIENT and the FIRM, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
The Terrace II
2700 Via Fortuna Drive
Suite 400
Austin, TX 78746

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

EXECUTED THIS 27th DAY OF OCTOBER, 2014

JEFFERSON COUNTY, TX

By: 

Jeff Branick
County Judge

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By: 

For the FIRM

**AGENDA ITEM****November 3, 2014**

Receive and file executed Addendum to Inter-local Cooperation Agreement between Spindletop Center and Jefferson County regarding liaison officers.

**AGENDA ITEM****October 20, 2014**

Consider, possibly approve and authorize the County Judge to execute an Addendum to the Inter-local Cooperation Agreement between Spindletop Center and Jefferson County regarding mental health liaison officers, pursuant to Texas Government Code, Chapter 791.

STATE OF TEXAS

COUNTY OF JEFFERSON

ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT BETWEEN
SPINDLETOP CENTER AND COUNTY OF JEFFERSON REGARDING
MENTAL HEALTH LIAISON POSITION

THIS ADDENDUM to the Interlocal Cooperation Agreement between **Spindletop Center**, a unit of local government whose principle office is in **Beaumont, Jefferson** County, Texas, (Hereinafter "**Center**") and the **County of Jefferson**, a political subdivision of the State of Texas (Hereinafter "**County**") is made and entered into this the 20th day of OCTOBER, 2014.

RECITALS

This Addendum to the Interlocal Cooperation Agreement between **Spindletop Center** and the **County of Jefferson**, is made under the authority granted to the County and Center by and pursuant to the Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act.

WHEREAS, on February 10, 2014, Center and County entered into an Interlocal Cooperation Agreement regarding the funding of a Mental Health **liaison** position for the **Mental Health Liaison Program**.

WHEREAS, both the **Center** and the **County** agree that at the onset of this agreement in February 2014, the **Center** provided for a one-time payment of FORTY THOUSAND DOLLARS (\$40,000.00) to cover equipment costs for the **County**. This money was utilized to purchase a 2014 Tahoe, fully equipped with Jefferson County required cages, radios, lights, sirens, lock boxes and lap top computer, along with individual equipment for deputies. However; the **County** provided a vehicle and a permanent deputy as a "training officer" to enable the initiation of this program.

WHEREAS, the **County** and **Center** agree that this program has been very successful and **Center** wishes to fully implement two full-time Mental Health Liaison Deputies to serve under their grant program.

WHEREAS, **Center** wishes to adjust payment of funds that would allow the **County** to purchase a second 2014 Tahoe, fully equipped, and with Jefferson County required cages, radios, lights, sirens, lock boxes and lap top computer, along with individual equipment for a liaison deputy.

WHEREAS, the **Center** agrees to pay **County** an additional annual amount, NOT TO EXCEED TWENTY-TWO THOUSAND (\$22,000.00) DOLLARS, to cover the additional expense to the **County** for a second vehicle. **Center** and **County** agree that this additional expenditure can be accomplished by first using any unused COUNTY funding left from the original agreement, when with funds available to the **Center**. The Center is hereby agreeing to pay to the **County** this additional amount as part of the payment schedule set forth in the primary agreement.

It is further understood and agreed by County and Center that all terms and conditions of the primary contract are binding and applicable to this Addendum.

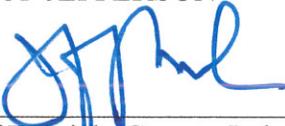
Executed this 20th day of OCTOBER, 2014.

SPINDLETOP CENTER

By: 
Charlie Harris, Ph.D.
Executive Director

Address: 655 S. 8th St Beaumont, TX 77701

COUNTY OF JEFFERSON

By: 
Jeff Branick, County Judge

JEFFERSON COUNTY SHERIFF DEPT.

By: 
Mitch Woods, Sheriff

Attest: _____
Carolyn L Guidry, County Clerk

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE SPINDLETOP CENTER IN OPEN MEETING ON THE DAY OF .

Billy Pruett
Secretary to the Board of Trustees

**AGENDA ITEM****November 3, 2014**

Receive and file executed Inter-local Cooperation Agreement between Spindletop Center and Jefferson County for services of a Mental Health Officer.

**AGENDA ITEM****October 27, 2014**

Consider, possibly approve and authorize the County Judge to execute an Interlocal Cooperation Contract between Jefferson County, Texas and Spindletop Center for services of a Mental Health Officer.

STATE OF TEXAS

§

§ INTERLOCAL COOPERATION

COUNTY OF JEFFERSON

§

CONTRACT

This **Agreement** is made and entered into by and between **Spindletop Center**, a unit of local government whose principal office is in **Beaumont, Jefferson** County, Texas, "**Center**" and the **County of Jefferson**, a political subdivision of the State of Texas ("**County**"). The purpose of this **Agreement** is to fund a **Mental Health Liaison** position for the **Mental Health Liaison Program** and is authorized pursuant to Chapter 791, Texas Government Code.

Center, a community **Center** and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this **Agreement**.

In consideration of the mutual **Agreements** contained herein, the parties agree as follows:

I.

TERM OF AGREEMENT

The initial term of this **Agreement** shall begin on **January 1, 2015** and shall automatically renew on January 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the **Agreement** is executed by both parties or this **Agreement** is terminated.

II.

SERVICES

Center is designated as a mental health and intellectual and developmental disability local authority by the Texas Department of State Health Services (DSHS) and Department of Aging and Disability Services (DADS), respectively. Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of **Jefferson County**, Texas. These activities sometimes involve coordination of activities with the judicial system. **Center** requests **County** to provide a **Sheriff's** deputy as a **Mental Health Liaison** assist in fulfilling its mission and for providing other duties.

Responsibilities of the County:

The **County**, by and through the Jefferson County Sheriff Department, agrees to provide a **Mental Health Liaison** deputy, or deputies as agreed upon, ("**Liaison**") for the Mental Health Liaison program. The **Liaison** will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code.

The **Liaison's** primary responsibilities will include:

- Assisting the **Center** Continuity of Care team with County Jail and hospital follow-ups;
- Assisting the **Center** Mobile Crisis team when they respond to crisis calls in the community;
- Assisting the **Center** PATH and CSS teams when they respond to calls in the community;
- Responding to calls from **Sheriff's** Office dispatches for the **Center** teams;
- Assisting **Center** clinical staff when working with aggressive or difficult clients; and
- Serving as a liaison with law enforcement and judicial entities.

In the performance of these duties, the **County** shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the **Liaison** with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training and collaborate with the **Center** on any additional training pertinent to the Texas Mental Health Code;
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement, Article 13 Uniforms, safety, and equipment; and

The **Liaisons** and other **County** personnel who provide services pursuant to this **Agreement** are **Employees** of the **County**, and the **County Sheriff** shall maintain supervisory control and command over such **Employees**. In the performance of their duties, the law enforcement officer(s) will ensure collaboration with **Center** in successfully achieving the outcomes specified within the Medicaid 1115 Transformation Waiver to ensure funding is available to support this Memorandum of Understanding. Copies of all reports submitted to Texas Health and Human Services Commission ("HHSC") and Centers for Medicare and Medicaid Services ("CMS") shall also be submitted to the **County Sheriff**.

Responsibilities of the Center:

Center agrees to fund a clinician for the Mental Health Liaison program. This staff's primary responsibilities will include:

- Responding to calls with the **Liaison** to perform crisis assessments;
- Responding to calls with the **Liaison** to provide crisis intervention services;
- Responding to calls with the **Liaison** to provide crisis follow-up services;
- Coordinating referrals to various **Center** and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a liaison for law enforcement entities (such as police department, local justices of the peace, and county judges) to the local community mental health system;

- Providing secure and adequate office space with designated locking file space to the Liaison to carry out his/her duties and permit access to all necessary facilities;
- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the Liaison's assignments or performance as soon as possible to the **Jefferson County Sheriff**, or his designee.

III. **TERMINATION**

This **Agreement** may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This **Agreement** is contingent upon the availability and receipt of local, state or federal funds that **Center** has allocated to this **Agreement**. If such funds become unavailable during any budget period, this **Agreement** may be immediately terminated or reduced at the discretion of **Center**. **Center** will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since **Center** is responsible for all funding required for the **Liaison's** position, if **County** fails to receive such funding for any reason when it is due, **Liaison** will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with **Liaison**.

IV. **DOCUMENTATION**

Liaison shall complete such reports of work-related activities as may be required by **Center**. The documentation of all reports will be in the manner and on forms prescribed by the **Center**. **Center** will provide the **Sheriff** with a copy of any reports or written documents prepared by the **Liaison** for the **Center**.

V. **PAYMENT**

For the services provided, the **Center** agrees to pay the **County** based on the Sheriff's compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Association. The Compensation will pay **one hundred percent (100%)** of the cost to the **County** for supplying the law enforcement services, including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the agreement. This payment will not exceed the total budgeted amount of **One Hundred Thousand dollars (\$100,000)** per fiscal year unless prior written approval is granted from the **Center** to the **County**.

In addition, the **Center** also agrees to compensate **County** for hours worked in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay.

Center agrees to reimburse **County** for all supplies and equipment utilized by Mental Health deputy.

Center expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this Agreement may be terminated by County without further notice. Further, failure to make demand for payment due shall not be a waiver of **Center's** obligation to make timely payments.

Center agrees to restrict as part of the Center's fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual and other post-employment benefits related to the Mental Health deputy. This amount will be estimated by the County Auditor's Office on an annual basis.

County, acting through the **County Auditor's Department**, will submit a quarterly billing statement (invoice) to the **Spindletop Center, 655 S. 8th Street, Beaumont, Texas, 77701**. **Center** will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by **Center** until this **Agreement** has been signed and returned to **Center**.

VI. **BOOKS AND RECORDS**

All books, records and other methods of documentation related to this **Agreement** are and will be open to audit by DSHS and DADS during normal business hours.

VII. **CENTER CONTRACT REQUIREMENTS**

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Attached is a copy of the provisions. The parties agree that the majority of the provisions do not apply to **County**; however, those that are applicable shall apply.

VIII **VENUE**

Venue and/or jurisdiction for this **Agreement** shall be in **Jefferson County, Texas**.

IX. **NOTICES**

All notices to be given under this **Agreement** shall be sent by certified mail, return receipt requested, at the address shown below.

X.
EXECUTION BY SHERIFF

Sheriff Mitch Woods signs this **Agreement** to evidence his willingness to abide by all terms and conditions imposed upon the **Sheriff's Office**.

SIGNATURE PAGE TO FOLLOW

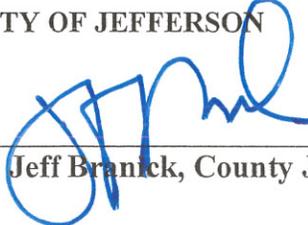
Executed this 27th day of OCTOBER, 2014.

SPINDLETOP CENTER

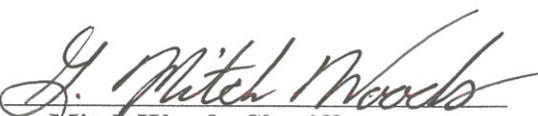
By: 
Charlie Harris, Ph.D.
Executive Director

Address: **655 S. 8th St Beaumont, TX 77701**

COUNTY OF JEFFERSON

By: 
Jeff Branick, County Judge

JEFFERSON COUNTY SHERIFF'S OFFICE

By: 
Mitch Woods, Sheriff

Attest: _____
Carolyn L Guidry, County Clerk

Address: **Jefferson County**
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF SPINDLETOP CENTER IN OPEN MEETING ON THE ___ DAY OF _____, ____.

Billy Pruett
Secretary to the Board of Trustees

EXHIBIT B
TAC §412.57

Texas Administrative Code

<u>TITLE 25</u>	HEALTH SERVICES
<u>PART 1</u>	DEPARTMENT OF STATE HEALTH SERVICES
<u>CHAPTER 412</u>	LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES
<u>SUBCHAPTER B</u>	CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES
RULE §412.57	Provisions for Community Services Contracts

(a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(c).

(b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:

- (1) the contract term;
- (2) the community service(s) to be purchased;
- (3) the identification of all parties;
- (4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;
- (5) the method of payment;
- (6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:
 - (A) Title VI of the Civil Rights Act of 1964;
 - (B) Section 504 of the Rehabilitation Act of 1973;
 - (C) the Americans with Disabilities Act of 1990 (ADA); and
 - (D) the Age Discrimination in Employment Act of 1967;
- (7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;

(8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws;

(9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;

(10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);

(11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;

(12) a dispute resolution process;

(13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;

(14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;

(15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;

(16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;

(17) that services will be provided in accordance with consumers' treatment plans;

(18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;

(19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and

(20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, **Employees**, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and

Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and
(2) that if an applicant, **Employee**, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, **Employee**, or volunteer, including terminating or removing the **Employee** or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

Source Note: The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845



PROCLAMATION

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

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

ALZHEIMER'S AWARENESS DAY

Whereas, Alzheimer's disease is the most common form of dementia and is currently a progressive and irreversible disease; and

Whereas, an estimated 5.2 million Americans of all ages are living with Alzheimer's and about 360,000 people are newly diagnosed every year; and

Whereas, of Americans aged 65 and over, 1 in 8 has Alzheimer's, and 1 in 3 people aged 85 and older has the disease, and women in their 60's are about two times more likely to develop Alzheimer's disease than they are to develop breast cancer; and

Whereas, of Americans aged 65 and over, 1 in 8 has Alzheimer's, and 1 in 3 people aged 85 and older has the disease and 1 in every 3 seniors dies with Alzheimer's or another dementia; and

Whereas, there are more than 15 million caregivers in the United States providing daily comfort and care for people with Alzheimer's; and

Whereas, there are approximately 140,000 people in Southeast Texas affected by Alzheimer's or a related dementia; and

Whereas, the Alzheimer's Association is the leading resource for people living with the disease and their caregivers, providing care consultation, referrals, and a broad range of comprehensive caregiver resources for information and education; and

Now Therefore Be It Resolved, that the Commissioners Court of Jefferson County does hereby proclaim Tuesday, November 18, 2014, as ALZHEIMER'S AWARENESS DAY in Jefferson County, and we encourage all citizens to support the *Family Portrait Luncheon* and the mission of the Alzheimer's Association Houston & Southeast Texas Chapter.

SIGNED this ____ day of _____, 2014.

JUDGE JEFF R. BRANICK
 County Judge

COMMISSIONER EDDIE ARNOLD
 Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

COMMISSIONER BRENT A. WEAVER
 Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



PROCLAMATION

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

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

NURSE PRACTITIONERS WEEK

WHEREAS, Nurse Practitioners (NPs) offer high-quality, cost-effective, patient-centered health care to provide a full range of services, such as ordering, performing and interpreting diagnostic tests; diagnosing and treating acute and chronic conditions; prescribing medications and treatments; and managing overall patient care; and

WHEREAS, there are more than 171,000 NPs practicing in America today, providing solutions to the health care provider crisis; and

WHEREAS, All NPs have master's degrees, and many have doctorate degrees, as well as advanced education and clinical training, are licensed and can prescribe medicine in all 50 states and the District of Columbia and

WHEREAS, patients whose primary care providers are NPs have fewer emergency room visits and shorter hospital stays, resulting in lower out-of-pocket costs; and

WHEREAS, NPs support Million Hearts®, a national initiative launched by the Department of Health and Human Services to prevent 1 million heart attacks and strokes (two leading causes of death) by 2017; and

WHEREAS, NPs emphasize the health and well-being of the whole person in their approach, including helping patients make educated health care decisions and healthy lifestyle choices which is demonstrated by the more than 916 million visits made to NPs each year.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas, does hereby proclaim the week of November 10-16, 2014 *National Nurse Practitioners Week* in Jefferson County, Texas and we call upon the people of Jefferson County to observe this week with appropriate appreciation for all these professionals do to insure our well-being.

SIGNED this ____ day of _____, 2014.

JUDGE JEFF R. BRANICK
 County Judge

COMMISSIONER EDDIE ARNOLD
 Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

COMMISSIONER BRENT A. WEAVER
 Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

Special, November 03, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, November 03, 2014