SPECIAL, 8/31/2015 1:30:00 PM

BE IT REMEMBERED that on August 31, 2015, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Jessica Grammer, Office Administrator

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

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 August 31, 2015

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **31st** day of **August 2015** 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:

WORKSHOP:2:00 p.m.-To receive information from Schneider Electric regarding an overview of financial outlook for project options for an energy performance contract at Ford Park.

Immediately following the workshop that is scheduled for 2:00 P.M. Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding potential litigation with the County and matters that may require litigation.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

PURCHASING:

1. Consider and approve specifications for Invitation for Bids (IFB 15-019/YS) Term Contract for HVAC Maintenance, Capital Equipment, Services, Repairs, Supplies, & Emergency Disaster Relief for Jefferson County Facilities.

SEE ATTACHMENTS ON PAGES 10 - 43

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

2. Consider and approve, execute, receive and file a renewal for (IFB 13-016/JW) Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County with Gold Crest Electric Company, Inc. and Ledet Electrical Services for a second additional one (1) year renewal from September 7, 2015 through September 6, 2016.

SEE ATTACHMENTS ON PAGES 44 - 45

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

3. Consider and approve, execute, receive and file a purchase agreement for the purchase of fifty (50) burial spaces in accordance with (IFB 13-020/JW) Term Contract for Indigent Burial Plots for Jefferson County. The purchase price is $295.00 each for a total of $14,750.00.

SEE ATTACHMENTS ON PAGES 46 - 47

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

4. Consider and approve, execute, receive and file professional agreement (PROF 15-022/JW) with Tetra Tech, Inc. to provide professional all hazards preparedness, planning, consulting and recovery services in accordance with the HGAC Invitation to Bid No. HP07-13.

SEE ATTACHMENTS ON PAGES 48 - 66

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

5. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 67 - 68

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

COUNTY AUDITOR:

6. Consider and approve budget transfer - R&B, Pct.4 - additional cost for electricity.

114-0405-431-4056	ELECTRICITY	$2,000.00	
114-0402-431-1005	EXTRA HELP		$2,000.00

SEE ATTACHMENTS ON PAGES 69 - 69

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

7. Consider and approve budget transfer - District Clerk - additional cost for passport supplies.

120-2031-414-3078	OFFICE SUPPLIES	$1,000.00	
120-2031-414-1002	ASSISTANTS & CLERKS		$1,000.00

SEE ATTACHMENTS ON PAGES 70 - 70

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

8. Consider and approve budget amendment - 317th District Court - additional cost for indigent defense.

120-2039-412-5079	JUVENILE ATTORNEY FEES	$26,000.00	
110-2027-412-5055	PETIT JURORS		$26,000.00

SEE ATTACHMENTS ON PAGES 71 - 71

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

9. Consider and approve budget transfer - JP Pct.2 - additional cost for postage.

120-2043-412-4052	POSTAGE	$215.00	
120-2043-412-3078	OFFICE SUPPLIES		$215.00

SEE ATTACHMENTS ON PAGES 72 - 72

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

10. Consider and approve budget transfer - Juvenile Probation - additional cost for housing.

120-3063-424-5081	RELIEF-BOARD & LODGING	$20,000.00	
120-3063-424-1002	ASSISTANTS & CLERKS		$20,000.00

SEE ATTACHMENTS ON PAGES 73 - 73

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

11. Consider and approve budget transfer - Health & Welfare II - additional cost for new furniture for new building.

120-5075-441-3084	MINOR EQUIPMENT	$7,000.00	
120-5075-441-5084	RELIEF-WATER		$2,000.00
120-5075-441-5085	RELIEF-ELECTRICITY		$5,000.00

SEE ATTACHMENTS ON PAGES 74 - 74

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

12. Consider and approve budget transfer - Veteran's - additional cost for travel.

120-8096-419-5062	TRAVEL EXPENSE	$1,300.00	
120-8096-419-1002	ASSISTANTS & CLERKS		$1,300.00

SEE ATTACHMENTS ON PAGES 75 - 75

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

13. Consider and approve removal of the $2 fee for each electronic filing transaction in accordance with Subchapter C, Chapter 72, Government Code, Section 72.031 effective October 1, 2015. The fee can only be used to recover the actual system operating costs incurred by the County to accept electronic payment methods or interface with other technology information systems related to eFiling of court documents. The County has recovered all of its initial costs and any recurring costs can be funded by other sources.

SEE ATTACHMENTS ON PAGES 76 - 76

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

14. Regular County Bills check #411173 through check #411438.

SEE ATTACHMENTS ON PAGES 77 - 87

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

15. Consider and approve budget transfer - 136th District court - additional cost for longevity.

120-2035-412-1094	LONGEVITY PAY	$500.00	
120-2035-412-5040	LIABILITY INSURANCE		$500.00

SEE ATTACHMENTS ON PAGES 88 - 88

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

ADDENDUMS

16. Consider and approve utilizing available capital outlay funds in the Airport 2014/15 budget for the purchase of a Covered and Side Curtain Passenger Boarding Ramp. Estimated cost is $39,500.

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

COUNTY COMMISSIONERS:

17. Consider authorizing the County Judge to enter/terminate a Burn Ban Order.

Action: TABLED

18. Presentation by YMBL regarding financial results of the South Texas State Fair.

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

19. Consider, possibly approve and authorize the County Judge to execute a Texas Safety Program Grant Agreement between Jefferson County, Texas and the State of Texas pursuant to Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, for the STEP Grant Program.

SEE ATTACHMENTS ON PAGES 89 - 119

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

20. Consider, possibly approve and authorize the County Judge to execute an Amendment to the Inmate Telephone Services Agreement between Jefferson County, Texas and Global Tel*Link Corporation to extend their current contract for two years in return for their providing free video conferencing for counsel appointed in defense of indigent inmates.

SEE ATTACHMENTS ON PAGES 120 - 121

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

21. Consider and possibly approve Amended Rules of Procedure, Conduct and Decorum of the Commissioners Court of Jefferson County, Texas.

SEE ATTACHMENTS ON PAGES 122 - 127

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

SHERIFF'S DEPARTMENT:

22. Consider and possible adopt a Resolution recognizing Deputy Charles D. Boyd for 6 years and 9 months of dedicated service as a Bailiff in the Courts for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 128 - 129

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

_____
Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

August 31, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-019/YS, Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief. **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. Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us.

BID NAME:	**Term Contract for HVAC Maintenance, Capital Equipment, Repairs, Supplies, & Emergency Disaster Relief Service for Jefferson County Facilities**
BID NO:	**IFB 15-019/YS**
DUE DATE/TIME:	**11:00 AM CDT, September 29, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1001 Pearl Street, 3rd Floor Beaumont, Texas 77701**

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

We look forward to your active participation in this solicitation.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 2nd and September 9th, 2015

IFB 15-019/YS
Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities
Bids due: 11:00 AM CDT, September 29, 2015

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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) 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
1001 Pearl Street, 3rd 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 – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	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. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. 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 a 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Delivery

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

16. 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.

17. Currency

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

18. 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.

19. Notice to Proceed/Purchase Order

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

20. 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.

21. Definitions

"County" – Jefferson County, Texas.

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

22. 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.

23. Historically Underutilized Business Program

Jefferson County is committed to the development of the business community and minority involvement. The Jefferson County Historically Underutilized Business Program, known as HUB shall demonstrated the effectiveness in contributing to the growth of small business through innovation and expanding opportunities to minority and woman-owned businesses. The Jefferson County Historically Underutilized Business Program's overall goal is to award at least twenty percent (20%) of all professional services agreements (over $25,000 per agreement) to qualified minority business enterprises each year and ten percent (10%) for construction contracts exceeding $50,000.00.

The contractor must document its good faith efforts toward meeting certified minority and women-owned business enterprise utilization plans.

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 Vendor Registration: SAM (System for Award Management). Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an “active” status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

1.21 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 exclu-

sive 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.

1.22 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 specifica-

tions. 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 to 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 Name, Bid Due Date, Bidder's Name and Address, 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).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

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 (policy below that is applicable to this project)**:**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

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 Yea-Mei Sauer (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-019/YS.

SCOPE

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for a term contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities for an initial contract period of one (1) year, with an option to renew for up to four (4) additional years.

1. General
   a. Furnish all labor, materials and equipment to correct, improve, replace or repair all HVAC Systems as required and upon proper authorization by a representative of Jefferson County.
   b. Emergency service to be available on a twenty-four (24) hour, seven-day-a-week basis and provided within two (2) hours after notification by authorized Jefferson County Personnel.
2. Contractor Will
   a. Furnish all labor, material and/or equipment necessary to inspect, install replacement parts and service the subject equipment as requested by County.
   b. Provide emergency service as requested and required by County.
   c. Provide County equal or preferential service over all other types of service normally undertaken by contractor.
   d. Assist in shutting down of equipment after cooling season, draining of water lines, pump, condenser and/or tower to prevent freezing; if requested by County.
   e. Provide inspection service as requested and provide County with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.
3. Jefferson County Will
   a. Notify contractor when repairs, replacements, service or inspections are required by County.
4. Detail
   a. This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays excepted. (The hourly rate as stated in the bid should include travel to and from the job.)
   b. Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.
   c. During fulfillment of this agreement, contractor shall take all reasonable precautions to avoid injury to persons and damage to property.

d. Contractor shall not be responsible for system design or its performance in maintaining design conditions except through failure of equipment covered herein. It is understood that his proposal sets forth the entire agreement. Major units (value over $500) falling under the scope of this paragraph must be approved by owner's representative. It is the desire of owner to replace units with original equipment brands. A unit by any other manufacturer is subject to owner's approval.

e. County reserves the right to request copy of invoices from supplier to contractor including freight charges in order for owner to verify costs.

f. Replacement of parts that have an individual cost exceeding $2500 shall be under the jurisdiction of Jefferson County and will be subject to bid with purchase of what is considered best for the County.

- It is understood and agreed that all replaced parts and equipment become the contractor's property and will be removed from owner's premises and that all replacement parts and units become the owner's property.

g. Questions regarding equipment at specific facilities should be directed to:

David Knight (Courthouse Maintenance) – (409)835-8511

Mark Bernard (Subcourthouse Maintenance) – (409)983-8307

Frank Adams (Mid-County Maintenance) – (409)719-5950

John Hughes (Ford Park) – (409)951-5400

NOTE: The following is to become a part of the provisions of the bid. The qualifications of the mechanics must be such as to satisfy the Directors of Above Listed Facilities of Jefferson County. Contractor will be expected to have immediately available mechanics skilled in the herein named types of heating, ventilating, and air conditioning work, including mechanics skilled in centrifugal equipment repair.

I. Boiler Repairs

a. Flu Gas Analysis

b. Tube Rolling

c. Refracting

d. Insulating (internal)

II. Pneumatic and Electronic Controls

III. Pipe Repair, Fabricating, Welding Fitting, Victaulic, and Mechanical Joints.

IV. Air and Water Flow Balancing

V. Tools and Mechanic Skilled in Vibration Analysis, i.e., Tower Gear Boxes, Fan and Bearings, etc.

The final decisions as to their qualifications will rest on their ability to perform the necessary work in an efficient manner.

If more than one (1) mechanic is assigned to a job, unless Jefferson County is notified to the contrary, the second mechanic is assumed to be an apprentice and charges are to be at apprentice price.

As no single bidder can service all the needs of Jefferson County, the County has the option to make a multiple vendor award. Jefferson County shall reserve the right to seek competitive quotations from the awarded contract to determine the best price for each project.

Bidders must be able to provide local response time. Bidders are required to provide Jefferson County with a Texas State License.

Bidders should have a distributorship and/or accessibility to parts on short notice.

The word “holidays” is defined as those days, which are designated as holidays by Jefferson County for their employees.

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:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
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: IFB 15-019/YS, Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities. 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. IFB 15-019/YS, Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities. 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

Part I. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$_____/hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$_____/hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$_____/hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$_____/hour
5	Mechanic for emergency service on Sundays and Holidays	$_____/hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$_____/hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$_____/hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$_____/hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$_____/hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$_____/hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$_____/hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$_____/hour

(continued on next page)

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

Part II. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less furnished by Contractor	_____%
14	Equipment replacement chillers, boilers, direct expansion units, etc. for emergency replacement f.o.b job site	_____%
15	Sub-contractor percentage mark-up	_____%
16	Materials, supplies, and/or equipment furnished by contractor. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	_____%
17	Rental equipment furnished by contractor, with prior approval of the County	_____%

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: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

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.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th 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.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	
2. ☐ Check this box is 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 7th 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 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). ☐ 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 . . .

☐ Yes ☐ 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?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ 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)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ 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.

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

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

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ 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 SUCONTRACTOR 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

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(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.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

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: _____

Subcontractor Name: _____

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 4 OF 4

Subcontractor Name: _____

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: _____

Subcontractor Name: _____

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: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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 _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
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_____ COUNTY OF_____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said_____.
(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:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

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

this the _____ day of_____, 2015.

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

CONTRACT RENEWAL FOR IFB 13-016/JW
TERM CONTRACT FOR DISASTER AND EMERGENCY REPAIR, SERVICE, AND INSTALLATION OF ELECTRICAL SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Gold Crest Electric Company, Inc. for one (1) year, from September 9, 2013 to September 8, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for the second one (1) additional year from September 7, 2015 to September 6, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Gold Crest Electric Company, Inc.

(Name) CHRIS JACOBS

CONTRACT RENEWAL FOR IFB 13-016/JW
TERM CONTRACT FOR DISASTER AND EMERGENCY REPAIR, SERVICE, AND INSTALLATION OF ELECTRICAL SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Ledet Electrical Services for one (1) year, from September 9, 2013 to September 8, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for the second one (1) additional year from September 7, 2015 to September 6, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Ledet Electrical Services

(Name)

CONTRACT #_____
Burial #_____
Reference(s)#_____

Hillcrest Memorial Gardens, Inc.
P.O. Box 2060
4560 Hwy 87 South
Orange, Texas, 77631-2060
(409) 735-7145

Orange Forest Lawn
P.O. Box 2060
2312 Irving
Orange, Texas 77631-2060
(409) 735-7145

Claybar Haven of Rest Cemetery & Crematory
P.O. Box 27
Hwy 90 at Green Pond Road
Beaumont, Texas 77704
(409) 892-3456

PURCHASE AGREEMENT

Date August 25, 2015

I, (We), JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT SS# _____

Email _____

Address 1149 PEARL ST.

BEAUMONT, TX 77701 Phone 409-835-8530

hereby agree to purchase subject to the provisions on the reverse side of this agreement and the rules and regulations of:
☐ Hillcrest Memorial Gardens, Inc. ☐ Orange Forest Lawn ☒ Claybar Haven of Rest & Crematory
(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated, at the price and terms as follows:

PROPERTY DESCRIPTION
Garden SERENITY *
Section _____ Lot _____ Block _____ Spaces _____
Section _____ Lot _____ Block _____ Spaces _____
No. of spaces 50 Square Feet _____
Mausoleum Unit _____
Crypt _____ Level _____

Special Note: if any item listed below is in reference to Memorialization, Granite, scrolls and/or Service Arrangements an appropriate "MEMORIAL ORDER AND/OR "REQUEST AND AUTHORIZATION" must be completed and made part of this agreement.

MERCHANDISE - PROPERTY - SERVICES
Price itemization:

QTY	ITEM DESCRIPTION	COST
50	Ground Space @ $230/each	$ 11,500.00
	Mausoleum	$
	Niche	$
50	Perpetual Care @ $65/each	$ 3,250.00
	Deed Fee	$
	Liner Inst. Fee	$
	Opening & Closing	$
	Memorial	$
	Memorial Inst. Fee	$
	Granite Base	$
		$
	MISC.	$
		$
		$
	Sales Tax	$

TOTAL PRICE (target) $
Allowance(s) $
Discount (P/N) $
Other Applicable Discounts $
ADJUSTED SALES PRICE $ 14,750.00

CREDIT DISCLOSURES
ADJUSTED SALES PRICE $ 14,750.00
Less Cash Down Payment $
Amount Financed $
Annual Percentage Rate %
FINANCE CHARGE $
TOTAL of PAYMENTS (Amount financed + finance charge) $
Deferred Payment Price (total sales price + finance charge) $
$

PAYMENT SCHEDULE
Number of Installments $
Payable (Mo, Quart, Ann) $
_____ # equal installments of $
And one final installment of $
TOTAL AMOUNT OF ALL INSTALLMENTS (must equal total of payments as itemized above) $
$ 14,750.00
$

First Installment Due _____

NOTATIONS Includes 12 infannt burial spaces.

* SEE SEPARATE PAGE FOR PROPERTY DESCRIPTIONS.

All payments will be applied to cemetery property first, then to other purchases. A memorial may not be set until all spaces are paid in full. The selling price of memorials purchased includes installation in "The Memorial Park". Charges for scrolls and/or inscriptions for memorials not included in any pre-need price and will be a just expense at need.

RIGHTS OF PURCHASER AND SELLER

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation printed below at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge. BUYER'S RIGHT TO CANCEL: *IF THIS SALE WAS SOLICITED BY THE SELLER OR HIS REPRESENTATIVE AT A PLACE OTHER THAN SELLER'S PLACE OF BUSINESS, YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD DAY AFTER THE DATE OF THIS TRANSACTION.*

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed this 25th day of August, 2015.

Buyer _____ FSA _____

Issue Deed to JEFFERSON COUNTY TEXAS Accepted by _____

CLAYBAR
HAVEN OF REST CEMETERY
US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

JEFFERSON COUNTY
INDIGENT BURIAL PROGRAM
HAVEN OF REST CEMETERY
August 25, 2015

PROPERY DESCRIPTIONS

Garden	Lot	Block	Spaces	# of Spaces
Serenity	30	C	3 & 4	2
Serenity	30	D	1,2,3,4	4
Serenity	31	C	1.2,3,4	4
Serenity	31	D	1,2,3,4	4
Serenity	33	A	1,2,3,4	4
Serenity	33	B	1,2,3,4	4
Serenity	33	C	1,2,3,4	4
Serenity	33	D	1,2,3,4	4
Serenity	34	A	1,2,3,4	4
Serenity	34	B	1,2,3,4	4
Serenity	34	C	1,2,3,4	4
Serenity	34	D	1,2,3,4	4
Serenity	36	A	1,2,3,4	4
TOTAL				**50**

TETRA TECH, INC.
MASTER SERVICES AGREEMENT
COOPERATIVE PURCHASING

EFFECTIVE DATE:	August 31, 2015				
CONTRACT NO.:	8/2015-MSA-JEFFERSONCO-HGAC	TETRA TECH, INC. FED TAX ID:	95-4148514		
CLIENT:	**JEFFERSON COUNTY, TEXAS**				
ADDRESS:	1149 Pearl Street, 1st Floor, Beaumont, TX 77701				
INVOICING ADDRESS:	1149 Pearl Street, 7th Floor, Beaumont, TX 77701				
PROJECT CONTACT:	Deb Clark	TEL:	(409) 835-8593	EMAIL:	syphrett@co.jefferson.tx.us
PAYMENT CONTACT:	Fran Lee	TEL:	(409) 835-8500	EMAIL:	flee@co.jefferson.tx.us
CONSULTANT:	**TETRA TECH, INC.**				
ADDRESS:	2301 Lucien Way, Suite 120				
	Maitland, FL 32751				
TECHNICAL CONTACT:	John Burl	TEL:	(713) 737-5763	EMAIL:	john.burl@tetratech.com
CONTRACTUAL CONTACT:	Betty Kamara	TEL:	(321) 441-8518	FAX:	betty.kamara@tetratech.com
PAYMENT ADDRESS:	Tetra Tech, Inc., PO 911642, Denver, CO 80291-1642				
PROJECT DESCRIPTION:	Hazards Preparedness, Planning, Consulting & Recovery Services				

☒ **SCOPE OF SERVICES (See Exhibit A)** ☒ **FEE SCHEDULE (See Exhibit B)**

TERMS AND CONDITIONS

1. DEFINITIONS AND CONTRACT FORMATION.

(a) **"Client"** shall mean the person or entity identified in the Tetra Tech, Inc. "TT" Proposal for whom Services are to be performed.

(b) **"TT"** shall mean Tetra Tech, Inc.

(c) **"Client Order"** shall mean the purchase order, request, authorization or other notification, and additions or modifications thereto whereby Client indicates its desire that TT furnish Services.

(d) **"TT Proposal"** shall mean these terms and conditions and the letter, proposal, quotation, or other notification, including any response to the Client Order, wherein TT offers to furnish Services.

(e) **"Services"** shall mean the Services of TT personnel described in the TT Proposal or Client Order and any other Services as may be added to, or performed in connection with, the Contract provided, however, that TT shall have no responsibility as a generator, operator, transporter, disposer or arranger of the transportation and/or disposal of Hazardous Substances as defined in Article 8 below.

(f) **"Contract"** shall mean these Terms and Conditions and the TT Proposal, and shall include, only to the extent not inconsistent with any aspect of the TT Proposal and these Terms and Conditions, the provisions of the Client Order. Upon execution by Client or commencement of Services at Client's request, TT's Proposal and these Terms and Conditions shall constitute a binding Contract and govern exclusively any Services provided.

TETRA TECH, INC.
MASTER SERVICES AGREEMENT
COOPERATIVE PURCHASING

2. INTRODUCTION.

The Houston-Galveston Area Council (HGAC) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments Districts, Authorities, and qualifying Not-for-Profit Corporations.

TT acting as an independent Contractor, is a Contractor with extensive experience in providing emergency management planning, disaster management and recovery services and shall provide said services in a professional manner in accordance with the terms and conditions of this Agreement and the standards of care practiced by professionals performing similar services.

Client wishes to enter into an exclusive contractual agreement with TT to provide professional all hazards preparedness, planning, consulting & recovery services in accordance with the HGAC Invitation to Bid No. HP07-13 dated February 7, 2013. The services provided include, but are not limited to, Security, Disaster Preparedness and Emergency Response & Recovery Services.

TT wishes to provide said services to Client in accordance with and as set forth in the Science Applications International Corporation's response HGAC Invitation to Bid No HP07-13 (See Exhibit A, Scope of Services and Exhibit B, Hourly Labor Rates), which exhibit is hereby incorporated and made a part of this Agreement.

Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by TT will be specified in writing on each Task Order. TT is authorized to commence work upon receipt of a written notice to proceed issued by the Client.

3. COMPENSATION.

The fee for the services under this Agreement will be based on either a fixed fee basis or the actual hours of services furnished multiplied by TT's Billing Rates as set forth in Exhibit B, plus all expenses directly related to the services furnished under this Agreement.

TT shall be compensated in accordance with each Task Order issued under this Agreement and the terms of this Article. TT's invoices are rendered monthly and are payable upon receipt. **Payment shall be made to the following address: Tetra Tech, Inc., PO 911642, Denver, CO 80291-1642.** Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify TT of any invoice discrepancies. TT and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice.

Interest shall accrue at the rate of two percent (2%) over prevailing prime rate shall be charged on a monthly basis (or the maximum percentage allowed by law, whichever is less) on any amounts not paid within thirty (30) days of invoice submittal. In the event legal action is necessary to enforce the provisions of this Contract, TT shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by TT in connection therewith and, in addition, the reasonable value of TT's time and expenses spent in connection with such action, computed at TT's prevailing fee schedule and expense policies. TT may, but is not required to, terminate its services if any invoice is unpaid for sixty (60) days. TT, its officers, employees, or consultants may be asked or required to appear as a witness or deponent, to furnish information or data through interrogatories, or otherwise be compelled to participate in, administrative or judicial proceedings arising in connection with Client's project. In that event and notwithstanding expiration or termination or this Contract, Client shall compensate TT in accordance with this Article and reimburse TT for reasonable legal expenses incurred in connection therewith, provided, however, that the provisions of Article 6, below, shall govern in the event TT is found to be at fault.

Under no circumstances shall payment of TT's invoices be contingent on reimbursement of Client by any third party authority or funding source. Any interest charges due from Client on past due invoices are in addition to amounts otherwise due under this Agreement.

4. CONFIDENTIALITY, ACCESS TO SITE, USE OF FACILITIES AND INFORMATION. Client shall provide TT with access to facilities and information conducive to the efficient and accurate provision of Services, including such maps, drawings, records, and site access as are needed for the proper conduct of the Services, and shall indicate the reliability of all information provided. TT will maintain in confidence and return to Client any information designated by Client as confidential. If site visits are included in the Scope of Services, but not field construction or remediation, TT INC. shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work) and if applicable to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by TT as part of Services during construction under Agreement shall not make TT responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make TT responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

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5. INSURANCE.

(a) During the course of performance of the Services, TT will maintain the following insurance coverages:

TYPE OF COVERAGE	AMOUNT OF COVERAGE
Workers' Compensation/Employers Liability	Statutory/$1,000,000
Commercial General Liability/Excess Liability	$1,000,000/$2,000,000
Professional Liability/Contractors Pollution Liability	$1,000,000
Automobile Public Liability and Property Damage, including coverage for all hired or non-owned automotive equipment used in connection with the insured's operations.	$1,000,000

(b) If required, TT shall deliver to Client, Certificates evidencing that the above coverages are in effect and will not be canceled or materially changed without thirty (30) days written notice; (c) Additional Coverages: If desired, TT, will on a cost-reimbursable basis, endeavor to procure other desired insurance coverages if commercially available and applicable to the work being performed.

6. INDEMNIFICATION. TT shall indemnify and save harmless Client from claims, actions and judgments arising out of bodily injury, death or damage to property of third parties to the extent caused by the negligence of TT, provided, however, that "Hazardous Substance Claims" as defined in Article 8, below, shall be governed by that Article.

7. WARRANTY OF SERVICES. TT warrants that TT and its employees shall, in performing Services hereunder, exercise the degree of skill, care and diligence consistent with customarily accepted good practices and procedures at the time and location and for the type of Services performed. Should TT fail to perform to those standards, it shall (a) without cost to Client, reperform and correct any substandard Services; and (b) reimburse Client for Client's direct damages or otherwise correct faulty construction, to the extent resulting from such substandard Services. Services involving such activities as the prediction of ecological or health impacts, clean-up criteria, extent or degree of contamination or dispersion, air or water movement, geologic and hydrogeologic conditions, extent of appropriate investigation, scheduling, and cost estimating are highly sensitive to changes in regulatory and scientific criteria, methodologies and interpretations thereof and require the balance of diverse, often conflicting, Client business, economic, legal and other priorities. Client acknowledges these conditions and accepts the risk that, although TT may perform to the above standards, the Client's goals or desires may nevertheless not be realized. TT makes no other warranties, express or implied, with respect to its performance under this Contract. TT's liability hereunder, including any for damage to or loss of Client property, shall in no event extend beyond one year after completion of the Services in question or exceed the amount specified in Article 9 below.

8. HAZARDOUS SUBSTANCE CLAIMS. (a) In the event that TT's negligence is found, by final judicial determination, to have caused a Hazardous Substance Claim as defined below, TT shall reimburse Client for its costs and liabilities incurred under this Article 8, to the extent caused by TT, in an amount not to exceed that specified in Article 9 below; (b) "Hazardous Substance Claim" shall mean any and all claims, losses, costs, expenses, judgments, damages, and liabilities of any form or nature including but not limited to any for personal or emotional injury, death or damage to property arising out of or in connection with any actual, threatened or feared release, discharge or exposure to any toxic or hazardous waste, substance, material, or vapor, including without limitation, PCB's, petroleum, hydrocarbons, asbestos, mixed, radioactive or nuclear wastes and any other substance designated as hazardous or toxic under CERCLA, TSCA, RCRA or other statute or regulation ("Hazardous Substances"); (c) Except as provided in (a). above and to the fullest extent provided in Article 10 below (i) Client shall indemnify and hold harmless TT, its officers, directors, employees, agents, and representatives from and against any and all Hazardous Substance Claims; and (ii) Client shall defend any claim, action, or proceeding which may be brought against TT, its officers, directors, employees, agents, and representatives ("Defendants") arising out of or in connection with any Hazardous Substance Claim and shall bear all fees and expenses of attorneys and costs any Defendant incurs in the defense thereof.

9. TT LIABILITY. TT's total aggregate liability in connection with or arising out of the Contract or Services, including without limitation any under Articles 6, 7 and 8 above, shall in no event exceed the amount actually paid to TT under this Agreement, or under the specific task order at issue, whichever is less.

10. CONSEQUENTIAL DAMAGES AND OTHER LIABILITIES. TT and its employees shall in no event be liable for any special, indirect or consequential damages, including specifically but without limitation, any based on loss of profits or revenue, loss of or interference, whether or not by third parties, with full or partial use of any equipment, facility or property, including real property, cost of replacement power, energy or product, delay in or failure to perform or to obtain permits or approvals, cost of capital, loss of goodwill, claims of customers, fines or penalties assessed against client or similar damages. These terms provide allocations of risk and reward consistent with the nature and extent of the Services and to that end include (i) protections against, and limitations on, liability of TT and (ii) specific remedies of Client which shall be its sole and exclusive remedies. The allocations, including without limitation those set forth above and under Articles 7, 8, 9 and 14, shall survive this contract and apply to the fullest extent allowed by law irrespective of whether liability of TT is claimed, or found, to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability) and Client hereby waives all rights of recovery and assumes all risks beyond those explicitly allocated to TT herein.

11. SITE CONTRACTORS. For the benefit of Client and TT, Client agrees that it will cause provisions acceptable to TT governing insurance and indemnity to be inserted in each of Client's agreements for remediation or other construction or site services or work related to the Services.

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12. DELAYS. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligations is prevented or delayed by any cause which is beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost as a result thereof, and an equitable adjustment shall be made to TT's compensation.

13. THIRD PARTY INTERESTS. This Contract and the Services and Work Product produced hereunder are solely for the benefit of Client and are not intended to be for the benefit, or to be construed as creating rights in favor, of any third party. If Client is not the ultimate beneficiary of the Services or TT's work product is used in such a way as to create or induce any reliance by any third party, Client represents and warrants (i) that it shall bind its clients and/or such third parties to limitations on and protections against liability "protective provisions" commensurate with those afforded TT hereunder and that such protective provisions will, in fact, inure to the benefit of TT, and/or (ii) that Client has the power to act on behalf of its clients and/or such third parties and does hereby bind such parties to these protective provisions.

14. CHANGES AND TERMINATION. This Contract shall not be modified except by written agreement signed by both parties. Client shall have the right to make changes within the general scope of Services upon execution of a mutually accepted change order. Client shall also have the right to terminate this Contract prior to completion of the Services, after reasonable notice to TT in writing, in which event Client shall pay TT all amounts due TT hereunder up to the effective date of termination, plus TT's reasonable costs incurred after such date in terminating the Services. In the event that Client alleges breach on behalf of TT, Client shall afford TT in 30 days written notice to submit a reasonably acceptable plan to cure any alleged deficiency prior to termination. Recognizing that termination prior to completion may involve risks and exposures both as to cost of work and third party claims, Client shall in such event indemnify, protect and defend TT from claims arising out of any incomplete aspect of the Services. Both parties have the right to terminate this Contract for convenience with thirty (30) day notice to the other party.

15. TERM. The term of this Agreement shall begin on the date first written above through May 31, 2016 with automatic annual renewals, unless either party elects to withdraw.

15. GOVERNING LAW, PRECEDENCE AND DIVISIBILITY. Unless specified otherwise in Client orders, this Agreement shall be governed by the laws of the State of Texas excluding choice of law rules, which direct application of the laws of another jurisdiction. The provisions of the TT Proposal and these Terms and Conditions shall govern exclusively any Services furnished by TT and shall prevail over and render void any inconsistent or conflicting provision of the Client Order. If any term, condition, provision or portion of this Contract is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision or portion hereof. All other provisions and unaffected portions thereof shall remain fully enforceable and an adjustment in the compensation or other provisions shall be made with the purpose of equitably affecting the intent of the Contract to the maximum extent allowed by law.

16. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties as to the Services rendered hereunder. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Contract are superseded by this Contract.

TETRA TECH, INC. – Accepted by:

Jonathan Burgiel
BY TT (PRINT NAME)

Vice President/Operations Manager
TITLE

8/24/15
SIGNATURE **/DATE**

ATTEST:

Betty Kamara, Contracts Administrator

JEFFERSON COUNTY, TEXAS – Accepted by:

Jeff R. Branick
BY (PRINT NAME)

County Judge
TITLE

August 31, 2015
SIGNATURE **/DATE**

ATTEST:

Carolyn Guidry, County Clerk

EXHIBIT A

SCOPE OF SERVICES

SERVICE OFFERINGS

Tetra Tech, Inc. (Tetra Tech) has access to the full range of personnel with key expertise in relevant topic areas described in the Houston-Galveston Area Council (H-GAC) request for proposals (RFP). Our team offers services in all areas of security, disaster preparedness, and emergency response and recovery. This document reviews our services offerings and hourly rates on the following pages.

Emergency Management Consulting

Unlike many emergency management firms that focus on planning, Tetra Tech is a full-service emergency management firm that works in all phases of emergency management.

When a major incident occurs, the impact sends shockwaves around the globe. All eyes are on the incident and the level of scrutiny is overwhelming. As an experienced leader in the emergency management industry, Tetra Tech knows what it takes to respond effectively and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.

We are better planners because of our active involvement in response and recovery efforts. We develop realistic plans that can be effectively implemented during a response.

Tetra Tech works with organizations across the country in jurisdictions that face a variety of threats and hazards, from dense urban areas susceptible to security threats, to coastal communities prone to hurricanes. For that reason, Tetra Tech maintains a multidisciplinary staff with backgrounds and experience in emergency management, hazardous materials (hazmat) response and recovery, public health and healthcare planning, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning, and response and recovery, among other fields. In fact, collectively, Tetra Tech has subject matter expertise in 36 areas. The breadth and depth of our expertise distinguishes Tetra Tech from other firms and allows us to provide the full range of planning and program execution services.

Table D-1. Emergency Management Consulting Services

Service Offering	Description
Hazard Mitigation Planning	Hazard mitigation planning is the effort used to establish mitigation goals and objectives, and to identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster.
Emergency Operations Planning	Emergency operations planning is the effort consisting of a basic plan, emergency support functions (ESFs), and incident-specific appendixes that address direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc. The goal is to ensure that appropriate plans are in place to identify, prepare for, and reduce the risk of natural, technological, and human-caused disasters, including terrorism.

Service Offering	Description
Continuity of Operations (COOP) Planning	COOP planning is the effort to ensure that the capability exists to continue an organization's mission essential functions across a wide range of emergencies. A COOP plan is designed to plan for denial of access to a facility, denial of service due to equipment or systems failure, and denial of service due to a reduced workforce.
Continuity of Government (COG) Planning	COG planning is the effort to ensure continued leadership, authorities, direction and control, and preservation of records to maintain a viable system of government.
Emergency Support Function (ESF) Planning	ESF planning is the effort used to assign roles and responsibilities of supporting agencies. ESFs provide a structure for managing response efforts that involve multiple agencies at the local, state, and/or regional level.
Departmental Emergency Response Planning	Many departments within an organization have primary or secondary support roles under the ESFs. Departmental emergency response planning is the effort used to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities.
Evacuation Planning	Evacuation planning is the effort to provide the following: • Clear agency roles/responsibilities for small- and large-scale and point source evacuation scenarios • Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates • Development of consistent and effective warning order evacuation/shelter-in-place terminology designed to motivate citizens and tourists to evacuate with a sense of urgency and along advocated routes or to shelter in place if they are outside the impact zone • Tailored time-phased protective action measures (such as staging and mutual aid activation) to ensure that populations at risk can be effectively and efficiently moved out of harm's way and sheltered as needed • Identification of vulnerable special needs populations, transportation-dependent communities, large animal and pet considerations, additional behavioral assumptions, critical traffic control points, and available intelligent traffic monitoring systems • Easily defined evacuation zones coupled with a public awareness strategy • Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of possible point source, no-notice, and terrorist phased approach
Regional Catastrophic Planning	Regional catastrophic planning is the effort designed to promote regional coordination and communications between multiple jurisdictions to help them prepare and respond to an incident effectively as a region, and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.
Mass Care/Surge Capacity Planning	Using a worst-case scenario, mass care/surge capacity planning identifies a jurisdiction's strategy and current capabilities for mass evacuation and sheltering. The evacuation strategy is designed to take a phased approach, emphasizing special needs groups in hospitals and nursing homes and residents without access to transportation.

Service Offering	Description
Metropolitan Medical Response System (MMRS) Planning	MMRS planning is the effort designed to support the local jurisdiction in enhancing and maintaining its all-hazards response capabilities to mass casualty incidents. MMRS planning is intended for use during the early hours critical to life-saving and population protection during terrorist acts using weapons of mass destruction; chemical, biological, nuclear, radiological, and/or explosive (CBRNE) weapons; large-scale hazmat incidents; epidemic disease outbreaks; and/or natural disasters.
Volunteer Management Planning	Working closely with a lead volunteer agency, volunteer management planning is the effort used to document the volunteer programs, training strategies, and available resources already defined under the CERT through its Citizen Corps.
Family Assistance Center (FAC) and Reunification Planning	FAC and reunification planning is the effort to support displaced families in locating and reuniting with their loved ones following a crisis. It also serves to prevent confusion and disorder by ensuring the delivery of a single, concise message to the community and the media.
Emergency Management Accreditation Program (EMAP) Accreditation Support	EMAP accreditation support involves assessing a jurisdiction's emergency management program against the 64 EMAP standards to identify potential gaps and deficiencies. This allows the jurisdiction to remedy gaps in preparation for an assessment by an EMAP accreditation team.
Strategic Planning	Strategic planning is the effort designed to set the course and direction of a jurisdiction or agency. It defines the vision, mission, and long-term goals, objectives, and milestones of the jurisdiction.
Debris Management Planning	Debris management planning is the effort to provide the jurisdictional structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event in the most cost-effective and efficient manner.
Information Technology Disaster Recovery (ITDR) Planning	ITDR planning involves a systematic inventory and prioritization of communications systems, including telephones, voicemail, facsimile, data lines, network access, Internet access, wireless communications and PDAs, and application software and hardware.
Crisis Communication/Public Information Planning	Crisis communication/public information planning is the effort for media relations, through the establishment of the joint information center, to develop templates for public information and to create a public information guide.
Hazmat Commodity Flow Studies and Local Emergency Planning Committee (LEPC)	Hazmat commodity flow studies and LEPC involves a risk assessment of the types and amounts of hazardous materials being transported in and through a jurisdiction via highway and rail corridors and fixed facilities located within a jurisdiction.
Crisis Planning for Higher Education	Crisis planning for colleges and universities is the effort to assess risk, set priorities, and develop an actionable plan that can be readily executed in the event of an emergency in order to protect a school's students, faculty, facilities, and research, which form the backbone of the institution.
Training, Testing, and Exercise Planning	Training, testing, and exercise planning involves a systematic approach to train, test, and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment, and to identify the work that needs to be done to comply with Federal Emergency Management Agency (FEMA), Homeland Security Exercise and Evaluation Program (HSEEP), and other regulatory guidelines.

Service Offering	Description
Planning and Management	Integrated Planning and Management System (IPMS) incorporates functions for baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses. An agency's business processes determine the way data is managed and define methods for establishing budget, cost, schedule, and technical baselines. IPMS was designed to support customized business processes to measure performance, control changes, and report on status through a series of functional software modules linked to a central data repository (CDR).
Internet/Computer-Based Training (IBT/CBT)	As part of a full-service solution, Tetra Tech has prepared stand-alone computer-based training for individual customers' needs and Internet-based training to meet the needs of on demand and geographically diverse training requirements.
Asset Management	Tetra Tech's asset management solutions help leaders integrate planning, scheduling, and tracking of maintenance requirements, enterprise resource planning, supply chain management, inventory management, procurement, Radio Frequency Identification (RFID)/Unique Identification (UID) execution, reference management, and training management. Our customized solutions integrate external financial and resource management systems.
Operations Center Services	Tetra Tech has extensive operations center services in local and federal organizations. These services include 24/7/365 support, C4I and situational awareness, custom emergency management system, and classified environments.
Shared/Integrated Digital Environments (SDEs/IDEs)	Tetra Tech has developed a range of customizable SDEs/IDEs to provide portals to our project/program teams that are web-accessible and managed to provide authorized users access to all relevant materials/data in a user-friendly environment. In addition to being a knowledge base of programmatic information, these tools often provide configuration data, task order management, action tracking, user forums, deliverable tracking, financial management, asset information, etc., in support of the program requirements.

Debris Program Management Consulting Services

Tetra Tech's experience in disaster field monitoring and management services dates back to 1989, when we assisted clients in the Caribbean and South Carolina with recovering from Hurricane Hugo. In the 24 years since, Tetra Tech has helped over 200 clients recover from the damaging effects of hurricanes, tropical storms, floods, and ice storms across the country. Tetra Tech has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over 67 million cubic yards of debris, as well as the demolition of uninhabitable residential structures. We have helped local governments obtain over $3 billion in reimbursement funds.

Table D-2. Debris Program Management Consulting Services

Service Offering	Description
Comprehensive Program Management	Comprehensive program management involves providing the resources, personnel, and experience to manage all aspects of a disaster recovery project, including pre-event planning, and post-event reconstruction and reimbursement services.
Disaster Debris Removal Procurement and Negotiations	Disaster debris removal procurement and negotiations involves helping communities to develop the procurement process and contract documents to retain debris and construction contractors, and to negotiate terms and conditions to put enforceable agreements in place.

Service Offering	Description
Collection Monitoring	Collection monitoring involves overseeing the debris collection process, including truck certification, route development, ticket preparation and documentation for FEMA-reimbursable loads.
Disposal Monitoring	Disposal monitoring involves overseeing debris disposal operations, including providing the volumetric measurement of incoming loads, authorizing tickets, and completing the documentation required for FEMA-reimbursable loads.
Hazardous Waste Collection, Disposal, and Monitoring	Hazardous waste collection, disposal, and monitoring involves designing hazardous waste removal programs that efficiently address specific emergencies, including animal carcass removal, asbestos-ladened building material removal, Freon unit removal, and paint and chemical segregation and removal.
Leaner/Hanger/Stump Removal	Leaner/hanger/stump removal involves surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps.
Temporary Debris Storage and Reduction Site (TDSRS) Environmental Support	TDSRS environmental support involves obtaining all documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of TDSRS locations.
Beach Remediation/Restoration	Beach remediation/restoration involves monitoring services associated with sand screening, sand recovery, beach reconstruction, and dredging operations to restore natural beaches.
Right-of-Entry (ROE) Administration	ROE administration involves reviewing ordinances and laws to ensure that the proper steps are taken and documented in removing debris from private property. This includes eligibility reviews, property surveys, monitoring, and providing public information.
Waterway Debris Removal	Waterway debris removal involves monitoring and documenting debris removed from navigable and other inland waterways.
Field Data Collection/ Management/Billing/Invoicing	Data collection/management/billing/invoicing involves developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum reimbursement, and proper purchase order management.
Data Management	Our web-enabled data management systems provide cradle-to-grave life cycle data management for a program or specific disaster. Designed to meet all industry standards for relational databases, our systems enable users to easily find the right data in real time.
Customer Information/Citizen Hotline/Community Relations	Customer information/citizen hotline/community relations involves advising the public about important information regarding procedures associated with debris collection and removal, and providing updates about the operational progress being made to restore the community.
Emergency Responder Website Services	Our local information technology (IT) organization supports the full IT life cycle and content management of many FEMA emergency responder websites, including the Responder Knowledge Base (RKB), System Assessment and Validation for Emergency Responders (SAVER), and the Lessons Learned Information Sharing (LLIS).
Data Collection	Tetra Tech has a proven track record in data acquisition from systems and sensors and the ability to present this data in a well defined manner through a host of application types and architectures. Once the data is acquired and housed in a relational database, Tetra Tech also provides the analysis and trending capabilities that often accompany the acquisition requirements.

Grant Administration and Management Services

Tetra Tech's Financial Recovery Services (FRS) Practice was established to provide grant funding consultation before and after a disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, the FRS Practice seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds. The FRS Practice offers an unprecedented team of experts, with advanced degrees in business, administration, economics, and finance, as well as hands-on experience in the field. Funding sources include the FEMA Public Assistance (PA) Program, Individual Assistance (IA) Program, Hazard Mitigation Grant Program (HMGP); U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG); U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS); and many others. We guide our clients through the complexities of program procedures and requirements, which often are not consistently interpreted by local, state, and federal government agencies.

Table D-3. Grant Administration and Management Services

Service Offering	Description
FEMA Reimbursement Support	FEMA reimbursement support involves administering and managing project applications and programs for disaster reimbursement related to response and recovery efforts.
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review.
Individual Assistance (IA) Services	Administering an IA program is burdensome and time consuming. Tetra Tech assists its clients with application intake, case management, grant administration, expenditure monitoring, etc., in order to minimize the burdens associated with IA programs.
Public Assistance (PA) Services	The Public Assistance program is designed to fund costs associated with temporary and permanent work in eligible FEMA categories. Tetra Tech's team of PA consultants assists our clients with documenting and accounting for such costs on project worksheets.
Grant Application Development and Administration (CDBG, HMGP, PA, IA)	Grant application development and administration involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
Damage Assessment	Damage assessment involves deploying a team of experienced grant administrators to document damage sustained during a disaster in a format that is acceptable for requesting FEMA PA funds.
Eligibility Consultation	Eligibility consultation involves providing grant recipients with an understanding of funding options and preferences for repairs as they relate to various grant program eligibility considerations.
Project Ranking	Project ranking involves providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives.
Financial Advisory	Financial advisory services involve developing program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.

Service Offering	Description
Cash Flow Management	Cash flow management involves developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing.
Procurement Assistance	Procurement assistance involves providing procurement experts to provide disaster contracting guidance to ensure comprehensive scopes, strict adherence to grant funding requirements, and satisfactory project completion.
Benefit Cost Analysis	Benefit cost analysis involves formalizing a schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value.
Feasibility and Effectiveness Studies	Feasibility and effectiveness studies involve documenting that projects being considered are financially sound, reasonable to implement, and effective at mitigating future damage.
Site Survey and Legal Description Review	Site survey and legal description review involve providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.
Appraisal and Valuation Services	Appraisal and valuation services involve utilizing industry best practices to develop property appraisal and valuation documentation for acquisition programs.
Title Due Diligence	Title due diligence involves ensuring that only the legal property owner is consulted for program acquisition program participation.
Public Outreach Program	The public outreach program provides citizens with an outlet to ask questions, state concerns, and apply for program participation without burdening grant recipient staff and facilities.
Public Meeting Facilitation	Public meeting facilitation involves documenting meeting notices and participation, while garnering program participation.
Homeowner Consultation	Homeowner consultation involves providing a high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings.
Relocation Assistance	Relocation assistance involves ensuring that acquisition or relocation program participants are satisfactorily relocated without burdening grant recipient staff.
Property Management	Property management involves assisting grant recipients with program management to ensure that properties do not degrade to cause blight during the interim purpose phase.
Negotiations	Negotiations provide a systematic, third-party approach for reaching amicable terms between citizens and the grant recipient.
Closing	Closing involves dedicating consultant resources to ensure a timely and efficient closing process.
Data Management	Data management involves storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Document Management	Document management involves organizing documents in an efficient manner for easy access by the grant recipient and project stakeholders.
Contractor Invoice Reconciliation	Contractor invoice reconciliation involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.

Service Offering	Description
Regulatory Compliance Monitoring	Regulatory compliance monitoring involves documenting proper regulatory compliance to ensure maximum reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Project scoping involves developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Insurance Adjusting/Subrogation	Insurance adjusting/subrogation involves providing insurance specialists to proactively resolve insurance issues prior to a grant de-obligation.
Eligibility Appeals	Eligibility appeals involve assisting clients with developing strategies and documentation to overturn a de-obligation ruling.
Grant Closeout	Grant closeout involves providing the grant recipient with a closeout package that is organized to satisfy grant closeout and auditing.

Vulnerability/Hazard Identification/Risk Assessment Services

Tetra Tech has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Table D-4. Vulnerability/Hazard Identification/Risk Assessment Services

Service Offering	Description
Hazardous Identification and Incident Response	Tetra Tech is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective vulnerability assessment (VA) against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations.
Ecological Risk Assessments	Tetra Tech has risk assessment staff in offices throughout the nation that provide retrospective and predictive ecological risk assessments (ERAs) for federal, state, and commercial clients in aquatic and terrestrial environments. These ERAs span the range of desktop screening-level evaluations versus baseline ERAs that incorporate site-specific biological data. Key aspects of Tetra Tech's ERAs include use of the latest plant and animal toxicity data, correct use of exposure assumptions, adherence to current guidance, public comprehension and credibility, and significant cost savings. Tetra Tech has completed CERCLA risk assessments and RCRA Tier 2 and 3 risk-based evaluations to support contaminant characterization and cleanup efforts at several military, industrial, and commercial sites. Staff includes chemists, biologists, health physicists, and industrial hygienists. Tetra Tech has conducted risk assessments to evaluate chemical and radiological exposures to humans and to various aquatic and terrestrial species of fauna and flora. Services include statistical analysis, development of conceptual site models, risk calculations, modeling, and derivation of site-specific cleanup objectives for soil, groundwater, air, surface water, and sediment. Tetra Tech has completed 500+ risk assessments, including screening-level and baseline ecological and human health assessments, as well as direct health effects measurement studies of biological receptor populations. We recognize

Service Offering	Description
	the importance of clearly quantifying risk to select the most appropriate level of investigation and remediation to fully protect potential receptors while minimizing project schedule and cost. We specialize in partnering with the US Army Corps of Engineers (USACE), customer installations, and regulators in developing risk-based approaches to investigations that satisfy the requirements of all stakeholders. We also excel in developing, recommending, and receiving regulatory approval for toxicity levels and cleanup goals for contaminants for which no toxicity reference value exists.
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review.
Vulnerability Assessments (VAs)	Tetra Tech has completed municipal water system VAs that utilize a pair-wise comparison approach to identify critical facilities and critical assets needed to maintain safe drinking water supplies. Tetra Tech also has implemented security enhancements that reduce the likelihood that a water system could be severely compromised as a result of a malevolent act. The terrorist response scenarios developed during VAs can be incorporated into the emergency contingency plan for incident response using a "rip and run" philosophy for easy use.

Security and Surveillance Services

Through a combination of in-house capabilities and existing network relationships, Tetra Tech is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Following a VA, strategic security planning is paramount to ensure local security enhancements are rolled up into regional and geographic enhancements, providing a comprehensive, layered solution. Tetra Tech, through in-house expertise, may integrate administrative enhancements, physical enhancements, digital security systems, and IT (cyber) enhancements as necessary to mitigate risks. Tetra Tech maintains subject matter experts to plan and conduct VAs, strategic planning, and follow-on program or project management. Integral to the security work is the long-standing network of professionals to design physical security enhancements and security specialists to design digital security specialists.

Table D-5. Security and Surveillance Services

Service Offering	Description
Security Assessments	Assess security vulnerabilities and develop requirements for all types of physical security, including ports, airports, transportation, and oil and gas.
Risk Assessments	Similar to security assessments Tetra Tech has completed risk assessments in several ways. First, as an integral part of a more comprehensive VA. Second, as a risk mitigation measure, evaluating the need for a municipal-wide central alarm station and associated security force. Finally, on a case-by-case basis to address the immediate need of the client. Direct experience includes municipal infrastructure and agricultural security challenges. Generally, Tetra Tech experience includes port, aviation, and transportation security.
Security Design	Tetra Tech maintains a network of internal design capabilities, including digital security systems, and IT. Tetra Tech design services include the potential for incorporating Department of Defense (DoD) Unified Facilities Criteria (UFC), National Institute of Standards and Technology (NIST) standards, and best management practices.

Service Offering	Description
Vulnerability Assessments (VAs)	Tetra Tech has completed municipal water system VAs, utilizing pair-wise comparison approaches to identify critical facilities and assets for maintaining safe drinking water source, treatment, and distribution. Tetra Tech also has integrated security enhancements design with administrative and IT assessments to reduce the likelihood that a water system is compromised due to a malevolent act.
Case Management	Tetra Tech's case management solution is a secure, web-enabled database application to support national service organizations in representing veterans for claims to the VA. Our solution uses role-based security to provide service officers Internet-accessible data entry and collection, and outputs the necessary forms for submission to the VA for obtaining benefits due to our nation's veterans. All information, data, and VA forms are managed under strict Health Insurance Portability and Accountability Act (HIPAA) guidelines and are only available to authorized users for updates as necessary—creating a complete case history—and it is Internet accessible from anywhere.
Security System Design	Provide design services for physical security systems, including conceptual and detailed design. Use various design tools to develop optimized solutions.
Integrated Security Systems	Provide integrated security solutions using COTS hardware and software. Systems include video, access control, CBRNE, radar, sonar, and command and control applications.
Mobile and Portable Security Systems	Provide mobile and transportable surveillance systems on trucks, trailers, or tripods. Sensors include video, radar, infrared sensor, and other with wireless connectivity. Provide quick response and gap filling security.
Security Information Management Systems	Provide integration of COTs physical security information management (PSIM) systems that allow one platform to cover the security enterprise for operator assessment, control, and incident management.

Logistics, Training, and Support Services

Tetra Tech provides multifunctional life cycle logistics support and industry-leading training and response support to government and commercial clients, partners, and internal customers. Our highly skilled teams enhance client capabilities in the areas of acquisition logistics, operational logistics, training programs, and response support.

We have developed and implemented a full suite of customer-focused logistics, training, and CBRNE response support services at the retail and user level. This includes life cycle product development, fielding, operations, and CBRNE incident planning and response.

Table D-6. Logistics

Service Offering	Description
Demand Forecasting	Tetra Tech is working to make fuel shortages a thing of the past by developing new concepts and solutions in "sense and respond" logistics. For the U.S. Army Logistics Transformation Agency, we are implementing sensors on 5,000-gallon fuel tankers and the 10,000-gallon fuel storage "bladders" and integrating those sensors into a prototype "sense and respond" system. Adaptive agents (actually sophisticated software codes) review sensor data, compare it with data from command and control systems and other sources, and decide what supplies should be ordered and when.

Service Offering	Description
Total Asset Visibility	RFID technology can help fulfill the promises of total asset visibility and in-transit visibility. At the Fleet Industrial Supply Center Norfolk, Tetra Tech implemented one of DoD's first fully integrated passive RFID installations. The system provides real-time visibility for the more than 150,000 tagged pieces of material that flow through this ocean terminal annually. As a leading supplier and installer of equipment for the Air Force, we have performed over 100 installations at Air Force bases worldwide. As part of this work, we also perform other depot-level functions, such as upgrading and maintaining these systems.
Just-In-Time Inventory	Tetra Tech provides logistical support for Mine Resistant Ambush Protected (MRAP) vehicle for the Joint Program Office (JPO). We support interoperability testing, orchestrate transportation of the vehicles to theater, and deprocess in theater. We also support the MRAP Joint Logistics Integration (JLI) Program, providing in-theater fielding and sustainment of the entire MRAP fleet of vehicles. The MRAP programs require a strict delivery schedule on a high volume of vehicles while maintaining configuration management across multiple vehicle variants.
Product Development Support	• Supportability strategies • Logistics policy development • Supportability analyses • Technical data development • Logistics demonstration integration • Fielding planning • Total package fielding • Configuration management
Enterprise Operational Support	• Automated logistics tool development • UID • RFID implementation • Warehouse and asset planning/operation • Property accountability • Equipment maintenance • Transportation planning • Knowledge management • Reset, planning, and management
Supply Chain Integration Supply Chain Integration	Tetra Tech provides integrated supply, procurement, and material handling/physical logistics services, including pre-expended bin, kitting, and storefront management for the federal government. We purchase and deliver a wide variety of material, ranging from commercial products (facility maintenance repair and operations goods; defense equipment for hazardous materials, including CBRNE) to weapon system parts (aircraft, tactical/non-tactical/combat vehicles, and ships/submarines). We currently complete approximately one million purchase order line item transactions per year for our customers and are especially adept at locating sources of hard-to-obtain parts.

Interoperability, Situational Awareness, and Command and Control

The availability of real-time data is key to the decision-making process where information collected and transmitted by a wide variety of applications and infrastructure is gathered and presented in a way that can be easily accessed by the people and processes that it can benefit the most. Real-time systems utilize this data, which is collected, transmitted, validated, cleansed, and processed through real-time analysis and visualization techniques to extract information in order to derive maximum business value from a sea of streaming data.

When real-time data is incorporated into the mainstream enterprise, it can provide valuable trending and key performance indicator (KPI) information that can support operational, financial, and other strategic decision-making. Real-time data is critical to many regulatory reporting requirements and processes used in energy, utility, and other industries.

Table D-7. Interoperability, Situational Awareness, and Command and Control

Service Offering	Description
Interoperability (Comms and Data)	• Operational expertise in public safety communications • Assessment, infrastructure system design and implementation of secure voice, VOIP, video and high-speed data and other communication • Coordination across disciplines memorandums of understanding (MOUs) mutual aid agreements (MAAs) and other methods for cross-jurisdictional and interagency interoperability
Situational Awareness	• Incident management for security, surveillance, safety, and emergency services • Subject matter experts and first responder tools to assess in real time emergency and incident awareness • Experience working with agencies to implement technical solutions across the agency to manage emergencies
Wireless Networking (Design and Implementation)	• Assessment, infrastructure system design and implementation of secure voice, VOIP, video and high-speed data
Radio Communication (Design and Implementation)	• Operational expertise in public safety communications • Provide assessment, infrastructure system design and implementation of secure LMR systems • Coordination across disciplines MOUs MAAs and other methods for cross-jurisdictional and interagency interoperability
Regional Response (that is, Emergency Control Centers, Fusion Center)	• Tetra Tech provides subject matter experts to set up the organizational structure and communications to establish emergency control centers • Experienced in tactical operations systems, firsthand experience with centers with the National Guard • Tetra Tech provides senior program management with intimate knowledge and experience with command and control equipment, software, and other command center operations

Environmental Services

Tetra Tech is passionate about mitigating global climate change. Customers seek our deep domain expertise in subjects as diverse as environmental, solid waste, water resources and atmospheric sciences, policy analysis, IT, and energy-efficient design-build services.

Table D-8. Environmental Services

Service Offering	Description
Decontamination	• Technical oversight • Characterization and disposal of radioactive residues • Radiation safety program management • Documentation of site conditions • Radiological surveys • Internal dose assessment calculations to document the risk and dose to personnel from the contamination

Service Offering	Description
Climate Change Adaptation	• Development of climate action plans and sustainability strategies • General reporting and verification • Comprehensive climate change response • Technical guidelines on transportation emissions, industrial process emissions, and indirect emissions
Restoration and Remediation	• Solutions and services • Environmental site investigations • Risk assessment • Fate and transport modeling • Performance-based remediation • Radiological decontamination and decommissioning • Ecosystem restoration • Geographic information systems (GIS) • Site restoration and remediation • Due diligence assessments • Remedial system design/construction • Remedial process optimization • Construction management • Environmental compliance • Chemical/fuels and waste management • Regulatory support/expert witness services • Liability transfer model • Third-party review – remedial strategies • Geophysical services
Solid Waste Management and Water Resources	• Comprehensive and master planning • Facilities planning • Program design • Procurement and alternative project delivery • Operations and performance enhancement • Rates, financial analyses, and appraisals • Program management and capital project planning

EXHIBIT B

FEE FOR SERVICES

Hourly Rates

To the extent that HGAC or any of its end users request Tetra Tech's assistance, the following positions and hourly rates shall apply. The fees for these services can be provided on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federally published rate; 5) field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 6) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the Client shall be invoiced at cost, without mark-up.

Table D-9. Debris Program Management Hourly Rates

Category	Hourly Rate
Field Project Manager	$75.00
Deputy Field Project Manager/Technical Support	$65.00
Operations Manager	$59.00
Health and Safety Officer	$59.00
Data Manager	$55.00
Billing/Invoice Manager	$49.00
GIS Operator	$49.00
Field Supervisor	$42.00
Billing/Invoice Analyst	$39.00
Disposal Site Monitor	$33.00
Collection Monitor	$33.00
Citizen Drop Off Site Monitor	$33.00
Project Coordinator	$34.00
Load Ticket Data Entry Clerk	$32.00
Call Center Staff	$32.00

Electronic Ticketing Device: As an optional service, Tetra Tech can provide electronic ticketing devices for an additional $4.00 per hour to specific labor categories to cover the costs associated with using Tetra Tech's automated debris management system (ADMS). The specific labor categories include operations manager, data manager, field supervisor, disposal site monitor, and collection monitor. The use of Tetra Tech 's ADMS is at the discretion of the client.

Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.

Table D-10. Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rate
Administrative Specialist I	$44.00
Administrative Specialist II	$48.00
Research Assistant	$51.00
Proposal Coordinator	$53.00
Comm. Technician	$57.00
Help Desk Operator	$62.00
Administrative Specialist III	$64.00
Research Assistant II	$66.00
Service Center/Logistics Specialist	$68.00
Analytical Aide	$75.00
Planning Aide	$80.00
Project Control Specialist	$83.00
Oracle Database Administrator	$85.00
Consulting Aide	$90.00
Assistant Planner/ Scientist/Assessor/Analyst	$95.00
Program Planner/ Scientist/Assessor/Analyst	$100.00
System Administrator	$105.00
Law Enforcement Subject Matter Expert/Trainer	$110.00
Consultant/Planner/ Scientist/Assessor/Analyst I	$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	$122.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst II	$125.00
Public Assistance/Grant Management Consultant	$125.00
Project Manager/Consultant/Planner/ Scientist/Assessor/ Analyst III	$135.00
Senior Oracle DBA	$138.00
Senior Planner/ Assessor/Scientist/Analyst	$145.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst	$150.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst	$158.00
Senior Public Assistance/Grant Management Consultant	$145.00
Project/Program Manager/Supervising Public Assistance Consultant	$175.00
Senior Program Manager	$192.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	$210.00
Principal In Charge/Executive Consultant/Planner/ Scientist/Assessor	$225.00
Subject Matter Expert	$244.00
Senior FEMA Appeals Specialist (eg. Ernie Abbott)	$350.00

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 24, 2015

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

August 31, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COUNTY CLERK	CHAIR		8631
COUNTY CLERK	(6) CHAIRS		
COUNTY CLERK	INFOCUS PROJECTOR	AUNC71600136	
contact person: Jessica Grammer			
58th DISTRICT COURT	CHAIR		
58th DISTRICT COURT	BLACK LEATHER CHAIR		26016
contact person: Charlie Anderson			
DISTRICT ATTORNEY	GREY DESK CHAIR		1407
DISTRICT ATTORNEY	GREY HIGHBACK DESK CHAIR		31131
DISTRICT ATTORNEY	WOODEN CHAIR W/CLOTH SEAT		12435
contact person: Dan'na Vincent			
SHERIFF	MOTION LE1700 TABLET		
SHERIFF	MOTION J3500 MODEL T008		
SHERIFF	MOTION CASE FOR TABLET		
SHERIFF	MOTION KEYBOARD FOR TABLET		
contact person: Dana Aguillard			

Approved by Commissioners' Court: _____

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

MARIO WATKINS
Executive Assistant

KENNETH MINKINS
Superintendent
Precinct 4 - Service Center

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct #4

Date: August 25, 2015

RE: Transfer Funds

Please transfer **$2,000.00** from account # 114-0402-431.10-05 (Extra Help) into account # 114-0405-431.40-56 (Electricity) for additional cost of electricity.

Thank you.

EA/nr

Jefferson County Courthouse • 1149 Pearl Street 4th Floor • Beaumont, Texas 77701
Office: (409) 835-8443 Facsimile: (409) 784-5803
Service Center • 7780 Boyt Road • Beaumont, Texas 77713
Phone: (409) 434-5400 Facsimile: (409) 794-2167

Jefferson County
District Clerk's Office
1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527

Family Law Division
409-835-8653

Child Support
P. O. Box 3586
Beaumont, TX 77704
409-835-8425

Jamie Smith
District Clerk

Dear Fran,

I am requesting to transfer $1000.00 from account 120-2031-414-1002 to account 120-2031-414-30-78 to cover purchase of office supplies for passports.

Respectfully,

Jamie Smith
Jefferson County District Clerk

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE

SUBJECT: BUDGET AMENDMENT

DATE: AUGUST 31, 2015

The following budget amendment for the 317th District Court is necessary for additional cost for indigent defense.

120-2039-412-5079	Juvenile Attorney	$26,000	
110-2027-412-5055	Petit Jurors		$26,000

Fran Lee

From: Linda Martinez <lmartinez@co.jefferson.tx.us>
Sent: Tuesday, August 25, 2015 3:21 PM
To: 'Fran Lee'
Subject: TRANSFER OF FUNDS

Importance: High

August 25, 2015

Fran,

Could you please transfer $215.00 from Office Supplies 120-2043-412.30-78 to Postage 120-2043-412.40.52.

Do I need to send you an original memo?

If you have any question, please let me know.

Thanks

Linda Martinez
Assoc. Court Administrator
Pct. 2
983-8325

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward J. Cockrell, Sr.,
Chief Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Fran Lee
Auditor's Office

From: Edward J. Cockrell, Sr
Chief Juvenile Probation Officer

Date: August 26, 2015

Re: Budget Transfer

As per our conversation, I am requesting the following budget transfer from line item 120-3063:

From:	120-3063-424.10-02	Assistants and Clerks	$20,000
To:	120-3063-424.50-81	Relief – Board and Lodging	$20,000

A.CECIL WALKES, M.D.
County Health Director

WAYNE MORRIS
Administrative Director

JEFFERSON COUNTY
Health & Welfare Department

MEMORANDUM

Date: 08/04/2015

To: Commissioner M. Sinegal; Commissioner Bo Alfred

CC: Fran Lee, Auditing

From: Dr. A. Cecil Walkes

RE: **Funds Transfer**

This correspondence is requesting funds transferred from accounts:

120-5075-441-5084	**Relief – Water**	**$2,000**
120-5075-441-5085	**Relief – Electricity**	**$5,000**

To account:

120-5075-441-3084 **Minor Equipment**

For unexpected furniture expenses for the new building.

Mahogany desk:	$1,099.99
Desk return:	$ 747.99
Bookcase:	$ 659.99
Keyboard:	$ 115.99
Table:	$ 519.99
Credenza:	$1,099.99
Storage:	$ 756.89
Conference chair:	$ 79.99 (x6)
Office chairs:	$ 99.99 (x14)
Total:	**$ 6, 880.63**

UNIT 1 - 1295 Pearl Street - Beaumont, Texas 77701
(409) 835-8530 - Facsimile (409) 839-2353
UNIT 2 - 246 Dallas Avenue - Port Arthur, Texas 77640
(409) 983-8380 - Facsimile (409)983-8378

Jefferson County Veteran Service Office

Memo

To: Fran Lee

From: Hilary Guest

CC:

Date: August 26, 2015

Re: Budget Transfer

RECEIVED
AUG 26 2015
Auditor's Office

I am requesting to transfer $ 1,300.00 from Assistants & Clerks (120-8096-419-10-02) to Travel (120-8096-419-50-62) to cover the remaining cost for the fiscal year.

Thank you,

Hilary Guest

Veteran Service Officer

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: AGENDA ITEM

DATE: AUGUST 26, 2015

The following agenda item is for your consideration.

Consider and approve removal of the $2 fee for each electronic filing transaction in accordance with Subchapter C, Chapter 72, Government Code, Section 72.031 effective October 1, 2015. The fee can only be used to recover the actual system operating costs incurred by the County to accept electronic payment methods or interface with other technology information systems related to eFiling of court documents. The County has recovered all of its initial costs and any annual recurring costs can be funded by other sources.

This fee was originally approved on October 7, 2013 by Commissioners' Court. We have visited with both the District Clerk and County Clerk and they are in support of this action. The remaining funds from this fee will continue to pay for any ongoing expenditures for this program. Once all of these funds have been spent, other fees that are part of the County Records Management fund will be able to fund any recurring expenditures. Please call if you have any questions.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	325.50	411299	
WARREN'S DO-NUTS	42.23	411351	
			367.73**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	944.07	411209	
CARQUEST AUTO PARTS # 96	217.30	411215	
RB EVERETT & COMPANY, INC.	597.36	411229	
M&D SUPPLY	360.11	411250	
MUNRO'S	34.00	411259	
SCOOTER'S LAWNMOWERS	209.84	411280	
SEABREEZE CULVERT, INC.	121.18	411281	
AT&T	64.38	411288	
SUTHERLAND LUMBER CO.	314.16	411289	
TRI-CON, INC.	6,624.49	411298	
SOUTHERN TIRE MART, LLC	62.50	411307	
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
MARTIN MARIEETA MATERIALS	642.98	411429	
			10,265.73**
ROAD & BRIDGE PCT.#2			
TRANSIT & LEVEL CLINIC	198.00	411297	
TRI-CON, INC.	2,195.25	411298	
VULCAN MATERIALS CO.	12,253.44	411300	
DEPARTMENT OF INFORMATION RESOURCES	.20	411315	
BUMPER TO BUMPER	19.30	411347	
DE LAGE LANDEN PUBLIC FINANCE	104.00	411383	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	411413	
			14,919.69**
ROAD & BRIDGE PCT. # 3			
CERTIFIED LABORATORIES	393.30	411216	
GULF COAST AUTOMOTIVE, INC.	127.07	411234	
ENTERGY	211.21	411235	
KAY ELECTRONICS, INC.	434.00	411246	
PARTS EXCHANGE COMPANY, INC.	54.00	411266	
SMART'S TRUCK & TRAILER, INC.	391.63	411285	
AT&T	71.28	411288	
ZEE MEDICAL SERVICE	44.65	411306	
HOWARD'S AUTO SUPPLY	113.62	411311	
DEPARTMENT OF INFORMATION RESOURCES	.20	411315	
FIRST CALL	36.81	411334	
MARTIN PRODUCT SALES LLC	8,207.26	411353	
DE LAGE LANDEN PUBLIC FINANCE	154.80	411383	
SCHEAFFER MFG CO	2,048.20	411410	
FELIX AAA AUTO & TRUCK PARTS LLC	63.57	411432	
			12,351.60**
ROAD & BRIDGE PCT.#4			
CHUCK'S WRECKER SERVICE	725.00	411217	
CITY OF BEAUMONT - WATER DEPT.	19.03	411218	
COTTON CARGO	369.40	411225	
RB EVERETT & COMPANY, INC.	173.99	411229	
ENTERGY	1,312.64	411235	
MUNRO'S	150.83	411259	
TRI-CON, INC.	3,748.01	411298	
DEPARTMENT OF INFORMATION RESOURCES	.06	411315	
4IMPRINT, INC.	311.57	411329	
KENNETH MINKINS	10.50	411336	
EVERETT D ALFRED	137.67	411337	
BEAUMONT FREIGHTLINER STERLING	303.40	411350	
DE LAGE LANDEN PUBLIC FINANCE	373.37	411383	
EMERGENCY POWER SERVICE	394.50	411390	
			8,029.97**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	.42	411324	
DE LAGE LANDEN PUBLIC FINANCE	662.83	411383	
			663.25**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	413.54	411235	
LOWE'S HOME CENTERS, INC.	18.92	411331	
			432.46**
GENERAL FUND			
TAX OFFICE			
GUARDIAN FORCE	120.00	411203	
THE EXAMINER	990.00	411230	
PITNEY BOWES, INC.	520.00	411269	
ACE IMAGEWEAR	21.01	411284	
ZEE MEDICAL SERVICE	155.22	411306	
DEPARTMENT OF INFORMATION RESOURCES	.06	411315	
UNITED STATES POSTAL SERVICE	787.05	411324	
TX DMV	4,500.00	411375	
DE LAGE LANDEN PUBLIC FINANCE	506.82	411383	
NEMO-Q	2,360.00	411409	
			9,960.16*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	900.00	411258	
OFFICE DEPOT	966.18	411264	
SOCIETY FOR HUMAN RESOURCE	380.00	411287	
UNITED STATES POSTAL SERVICE	2.08	411324	
DE LAGE LANDEN PUBLIC FINANCE	105.34	411383	
			2,353.60*
AUDITOR'S OFFICE			
OFFICE DEPOT	348.64	411264	
UNITED STATES POSTAL SERVICE	1.73	411324	
DE LAGE LANDEN PUBLIC FINANCE	148.43	411383	
			498.80*
COUNTY CLERK			
FED EX	5.29	411231	
UNITED STATES POSTAL SERVICE	268.99	411324	
DE LAGE LANDEN PUBLIC FINANCE	1,501.35	411383	
THOMSON REUTERS-WEST	120.00	411403	
			1,895.63*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	1,351.00	411226	
LAIRON DOWDEN, JR.	500.00	411227	
JAN GIROUARD & ASSOCIATES	400.00	411232	
UNITED STATES POSTAL SERVICE	.83	411324	
ROCKY LAWDERMILK	500.00	411332	
GRACE NICHOLS	1,600.00	411367	
ROBIN KRET	500.00	411369	
HARVEY L WARREN III	2,000.00	411374	
DE LAGE LANDEN PUBLIC FINANCE	105.34	411383	
DUNHAM HALLMARK PLLC	500.00	411386	
JOSHUA C HEINZ	500.00	411397	
THOMSON REUTERS-WEST	116.58	411403	
			8,073.75*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	25.98	411324	
DE LAGE LANDEN PUBLIC FINANCE	77.40	411383	
			103.38*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	346.17	411324	
DE LAGE LANDEN PUBLIC FINANCE	478.80	411383	
			824.97*
PRINTING DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	411383	
			1,198.98*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	56.89	411324	
DE LAGE LANDEN PUBLIC FINANCE	105.34	411383	
			162.23*
GENERAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
GUARDIAN FORCE	36.00	411203	
CASH ADVANCE ACCOUNT	55.00	411243	
SPINDLETOP MHMR	32,990.75	411249	
TIME WARNER COMMUNICATIONS	488.48	411293	
CROWN CASTLE INTERNATIONAL	1,413.81	411343	
DYNAMEX INC	207.73	411416	
			35,191.77*
DATA PROCESSING			
OFFICE DEPOT	53.07	411264	
CDW COMPUTER CENTERS, INC.	2,941.03	411313	
VERIZON WIRELESS	75.98	411320	
SHI GOVERNMENT SOLUTIONS, INC.	484.00	411327	
DE LAGE LANDEN PUBLIC FINANCE	148.43	411383	
			3,702.51*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	173.01	411324	
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
			246.37*
ELECTIONS DEPARTMENT			
FED EX	10.10	411231	
HART INTER CIVIC	365.56	411237	
DE LAGE LANDEN PUBLIC FINANCE	387.38	411383	
			763.04*
DISTRICT ATTORNEY			
FED EX	18.35	411231	
LEAH HAYES	115.50	411238	
CASH ADVANCE ACCOUNT	109.48	411243	
PATRICK KNAUTH	858.32	411248	
JOHN NELSON	163.88	411260	
OFFICE DEPOT	507.24	411264	
OLMSTED-KIRK PAPER	80.70	411265	
RAMON RODRIGUEZ	125.00	411274	
JAMES A. DELEE	1,478.88	411314	
UNITED STATES POSTAL SERVICE	301.71	411324	
DE LAGE LANDEN PUBLIC FINANCE	636.38	411383	
THOMSON REUTERS-WEST	878.15	411404	
HEALTHPORT	21.05	411411	
FIBERLINK COMMUNICATIONS CORP	194.40	411438	
			5,489.04*
DISTRICT CLERK			
OFFICE DEPOT	207.65	411264	
UNITED STATES POSTAL SERVICE	354.77	411324	
DE LAGE LANDEN PUBLIC FINANCE	125.46	411383	
			687.88*
CRIMINAL DISTRICT COURT			
WILBARGER COUNTY, TEXAS - COUNTY	705.00	411202	
THOMAS J. BURBANK, P.C.	1,668.75	411214	
CHEROKEE COUNTY CLERK	407.00	411226	
OFFICE DEPOT	77.28	411264	
BRUCE N. SMITH	800.00	411286	
MSC SYSTEMS	598.57	411308	
UNITED STATES POSTAL SERVICE	24.74	411324	
DE LAGE LANDEN PUBLIC FINANCE	77.40	411383	
SORENSON FORENSIC	3,300.00	411398	
EDWARD TANNER	1,595.86	411399	
			9,254.60*
58TH DISTRICT COURT			
OFFICE DEPOT	29.85	411264	
UNITED STATES POSTAL SERVICE	1.25	411324	
DE LAGE LANDEN PUBLIC FINANCE	77.40	411383	
			108.50*
60TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
			73.36*
136TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	6.24	411324	
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
			79.60*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	77.40	411383	
			77.40*
252ND DISTRICT COURT			
WILBARGER COUNTY, TEXAS - COUNTY	2,115.00	411202	
TODD W. LEBLANC	800.00	411205	
KEVIN PAULA SEKALY PC	750.00	411282	
UNITED STATES POSTAL SERVICE	215.89	411324	
SUMMER TANNER	6,275.90	411354	
RYAN GERTZ	6,000.00	411373	
DE LAGE LANDEN PUBLIC FINANCE	529.96	411383	
JAMES R. MAKIN, P.C.	262.50	411384	
SOUTHEAST TEXAS PSYCHIATRY PA	1,190.00	411387	
			18,139.25*
279TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.49	411324	
DE LAGE LANDEN PUBLIC FINANCE	285.95	411383	
			286.44*
317TH DISTRICT COURT			
GAYLYN COOPER	500.00	411204	
PHILLIP DOWDEN	1,550.00	411208	
JIMMY D. HAMM	150.00	411236	
TERRENCE HOLMES	550.00	411240	
CASH ADVANCE ACCOUNT	1,447.10	411243	
OFFICE DEPOT	41.00	411264	
MARVA PROVO	825.00	411270	
ANITA F. PROVO	2,425.00	411272	
KEVIN PAULA SEKALY PC	500.00	411282	
TEXAS ASSN. FOR COURT ADMINISTRATIO	325.00	411292	
BRACK JONES JR.	325.00	411309	
KEVIN S. LAINE	325.00	411310	
LEXIS-NEXIS	53.00	411325	
GLEN M. CROCKER	550.00	411328	
JOEL WEBB VAZQUEZ	325.00	411345	
JUDY PAASCH	2,278.33	411348	
RONALD PLESSALA	325.00	411364	
THE PARKER LAW FIRM	75.00	411372	
DE LAGE LANDEN PUBLIC FINANCE	77.40	411383	
WILLIAM FORD DISHMAN	1,000.00	411414	
MATUSKA LAW FIRM	725.00	411419	
TARA SHELANDER	75.00	411420	
ALAN D M'LEMORE	1,000.00	411423	
LAW OFFICE OF J SCOTT FREDERICK	75.00	411424	
GORDON D FRIESZ	500.00	411430	
			16,021.83*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	19.85	411324	
DE LAGE LANDEN PUBLIC FINANCE	125.00	411383	
			144.85*
JUSTICE COURT-PCT 1 PL 2			
OFFICE DEPOT	21.89	411264	
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
			95.25*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.07	411315	
DE LAGE LANDEN PUBLIC FINANCE	104.00	411383	
			104.07*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	40.19	411324	
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
			113.55*
JUSTICE COURT-PCT 7			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	207.38	411264	
AT&T	31.11	411288	
DEPARTMENT OF INFORMATION RESOURCES	.08	411315	
			238.57*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	920.10	411264	
DE LAGE LANDEN PUBLIC FINANCE	265.00	411383	
			1,185.10*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.25	411324	
DE LAGE LANDEN PUBLIC FINANCE	350.69	411383	
			351.94*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	250.00	411204	
BRUCE W. COBB	800.00	411221	
TERRENCE HOLMES	350.00	411240	
JOHN E MACEY	250.00	411251	
MARVA PROVO	250.00	411270	
UNITED STATES POSTAL SERVICE	17.06	411324	
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
C. HADEN CRIBBS JR., PC	250.00	411389	
			2,240.42*
COUNTY COURT AT LAW NO. 3			
TRAVIS EVANS	300.00	411228	
TERRENCE HOLMES	350.00	411240	
TEXAS ASSN. FOR COURT ADMINISTRATIO	150.00	411291	
TEXAS COURT REPORTERS ASSOCIATION	150.00	411296	
UNITED STATES POSTAL SERVICE	28.15	411324	
LANGSTON ADAMS	250.00	411335	
JOEL WEBB VAZQUEZ	250.00	411345	
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
ALEX BILL III	250.00	411385	
SAMUEL & SON LAW FIRM PLLC	250.00	411421	
			2,051.51*
COURT MASTER			
VERIZON WIRELESS	111.24	411320	
UNITED STATES POSTAL SERVICE	2.41	411324	
DE LAGE LANDEN PUBLIC FINANCE	104.00	411383	
			217.65*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	1.66	411324	
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
			75.02*
COMMUNITY SUPERVISION			
CDW COMPUTER CENTERS, INC.	102.70	411313	
DE LAGE LANDEN PUBLIC FINANCE	332.16	411383	
			434.86*
SHERIFF'S DEPARTMENT			
FED EX	68.69	411231	
HERNANDEZ OFFICE SUPPLY, INC.	479.00	411239	
MCNEILL INSURANCE AGENCY	71.00	411255	
OFFICE DEPOT	1,630.58	411264	
WASTE MGT. GOLDEN TRIANGLE, INC.	74.65	411304	
DEPARTMENT OF INFORMATION RESOURCES	1.19	411315	
UNITED STATES POSTAL SERVICE	1,165.83	411324	
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	411330	
FIVE STAR FEED	746.00	411341	
SNAP-ON-TOOLS	64.50	411363	
DE LAGE LANDEN PUBLIC FINANCE	1,073.06	411383	
RITA HURT	275.00	411388	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	449.12	411418	
			6,164.52*
CRIME LABORATORY			
COLLABORATIVE TESTING SERVICES	1,095.00	411223	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	55.76	411264	
SWAFS	850.00	411276	
SANITARY SUPPLY, INC.	42.54	411278	
HENRY SCHEIN, INC.	131.64	411279	
VERIZON WIRELESS	151.96	411319	
CLINIQA CORPORATION	429.00	411346	
ULTRA LABELING SYSTEMS	259.32	411358	
DE LAGE LANDEN PUBLIC FINANCE	104.00	411383	
LEE BIOSOLUTIONS INC	377.50	411402	
JULIE HANNON	600.00	411406	
ATTAINIT	430.50	411436	
NORTH CENTRAL INSTRUMENTS INC	91.58	411437	
			4,618.80*
JAIL - NO. 2			
BEAUMONT TRACTOR COMPANY	191.10	411211	
HERNANDEZ OFFICE SUPPLY, INC.	1,661.95	411239	
JACK BROOKS REGIONAL AIRPORT	2,663.46	411242	
M&D SUPPLY	146.04	411250	
PETTY CASH - SHERIFF'S OFFICE	167.98	411267	
SAM HOUSTON STATE UNIVERSITY	1,125.00	411277	
SANITARY SUPPLY, INC.	268.22	411278	
TEXAS AGRILIFE EXTENSION SERVICES	45.00	411295	
WASTE MGT. GOLDEN TRIANGLE, INC.	4,068.95	411304	
WHOLESALE ELECTRIC SUPPLY CO.	709.83	411305	
CUMMINS SOUTHERN PLAINS	1,414.00	411312	
DEPARTMENT OF INFORMATION RESOURCES	10.56	411315	
SPENCE MACHINE	115.00	411326	
SHI GOVERNMENT SOLUTIONS, INC.	5,251.20	411327	
INTERCONTINENTAL JET CORP	1,686.45	411349	
EQUIPMENT DEPOT	86.56	411352	
WORLD FUEL SERVICES	227.75	411371	
FIVE STAR CORRECTIONAL SERVICE	17,652.89	411377	
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	411383	
BENCHMARK PLUMBING	730.00	411412	
COASTAL TANK & TESTING	2,714.65	411415	
LONE STAR UNIFORMS	30.00	411433	
CAL LAB INC	225.00	411435	
			42,557.75*
JUVENILE PROBATION DEPT.			
G. FRAN HUDGINS	855.00	411241	
CASH ADVANCE ACCOUNT	1,209.42	411243	
VERIZON WIRELESS	66.70	411320	
UNITED STATES POSTAL SERVICE	44.54	411324	
DE LAGE LANDEN PUBLIC FINANCE	221.79	411383	
			2,397.45*
JUVENILE DETENTION HOME			
ATTABOY TERMITE & PEST CONTROL	80.00	411370	
DE LAGE LANDEN PUBLIC FINANCE	327.69	411383	
			407.69*
CONSTABLE PCT 1			
KIRKSEY'S SPRINT PRINTING	57.75	411247	
VERIZON WIRELESS	227.94	411320	
UNITED STATES POSTAL SERVICE	86.84	411324	
DE LAGE LANDEN PUBLIC FINANCE	460.79	411383	
SILSBEE FORD INC	396.64	411417	
			1,229.96*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	411320	
			113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	411320	
DE LAGE LANDEN PUBLIC FINANCE	229.00	411383	
			342.97*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	411320	
UNITED STATES POSTAL SERVICE	13.29	411324	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
			200.62*
CONSTABLE PCT. 7			
AT&T	31.03	411288	
DEPARTMENT OF INFORMATION RESOURCES	.03	411315	
VERIZON WIRELESS	113.97	411320	
			145.03*
CONSTABLE PCT. 8			
CASH ADVANCE ACCOUNT	839.30	411243	
VERIZON WIRELESS	113.97	411320	
DE LAGE LANDEN PUBLIC FINANCE	460.50	411383	
			1,413.77*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	5.85	411324	
DE LAGE LANDEN PUBLIC FINANCE	148.43	411383	
			154.28*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	411213	
CLAYBAR FUNERAL HOME, INC.	5,997.00	411220	
AUSTIN CECIL WALKES MD PA	3,245.08	411302	
UNITED STATES POSTAL SERVICE	75.41	411324	
DE LAGE LANDEN PUBLIC FINANCE	579.70	411383	
THE MEDICAL PROTECTIVE COMPANY	4,035.00	411407	
			15,432.19*
HEALTH AND WELFARE NO. 2			
HERNANDEZ OFFICE SUPPLY, INC.	6,905.40	411239	
MUNRO'S	19.47	411259	
OFFICE DEPOT	851.76	411264	
AT&T	31.11	411288	
AUSTIN CECIL WALKES MD PA	3,245.08	411302	
DE LAGE LANDEN PUBLIC FINANCE	178.70	411383	
THE MEDICAL PROTECTIVE COMPANY	4,035.00	411407	
			15,266.52*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	411206	
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
			1,073.36*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.37	411315	
TEXAS COMMISSION ON ENVIRONMENTAL	50.00	411340	
DE LAGE LANDEN PUBLIC FINANCE	460.79	411383	
			511.16*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	1,367.51	411408	
			1,367.51*
MAINTENANCE-BEAUMONT			
GUARDIAN FORCE	278.25	411203	
CITY OF BEAUMONT - WATER DEPT.	12,376.71	411218	
COBURN'S, BEAUMONT BOWIE (1)	117.11	411222	
W.W. GRAINGER, INC.	15.96	411233	
ENTERGY	51,745.29	411235	
JOHNSON CONTROLS, INC.	1,240.56	411244	
M&D SUPPLY	401.42	411250	
MCCOWN PAINT & SUPPLY OF TEXAS	350.80	411253	
MOORE SUPPLY, INC.	467.53	411257	
RITTER @ HOME	78.90	411273	
ACE IMAGEWEAR	337.96	411284	
AT&T	4,992.41	411288	
WALKER SCALE & EQUIP. CO.	225.00	411303	
DEPARTMENT OF INFORMATION RESOURCES	6,828.89	411315	
TOTAL SAFETY, INC.	1,300.00	411316	
ACADIAN HARDWOODS, BEAUMONT	463.54	411333	
AT&T GLOBAL SERVICES	2,835.00	411339	
NEDERLAND FRAME SHOP	1,217.70	411376	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	411413	
			108,034.15*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	815.87	411219	
ALL-PHASE ELECTRIC SUPPLY	759.50	411224	
ROMERO GLASS CO.	295.00	411275	
AT&T	1,292.94	411288	
TIME WARNER COMMUNICATIONS	69.10	411294	
DEPARTMENT OF INFORMATION RESOURCES	1.12	411315	
LOWE'S HOME CENTERS, INC.	44.86	411331	
TEXAS GAS SERVICE	298.69	411338	
PARKER LUMBER	113.89	411378	
DE LAGE LANDEN PUBLIC FINANCE	150.76	411383	
KELLY'S KREATIONS	182.00	411401	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	411413	
SUPPLYWORKS	729.04	411426	
			7,277.37*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	124.49	411273	
ACE IMAGEWEAR	28.51	411284	
DEPARTMENT OF INFORMATION RESOURCES	.51	411315	
LOWE'S HOME CENTERS, INC.	.02	411331	
DE LAGE LANDEN PUBLIC FINANCE	77.40	411383	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	411413	
SILSBEE FORD INC	91.36	411417	
			2,247.81*
SERVICE CENTER			
MEINEKE	35.00	411256	
JEFFERSON CTY. TAX OFFICE	7.50	411317	
JEFFERSON CTY. TAX OFFICE	7.50	411318	
VERIZON WIRELESS	44.09	411320	
UNITED STATES POSTAL SERVICE	1.19	411324	
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
SPANKY'S WRECKER SERVICE INC	245.00	411392	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	411428	
			421.14*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	11.73	411324	
DE LAGE LANDEN PUBLIC FINANCE	464.62	411383	
			476.35*
			334,300.25**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	19.69	411207	
JACK BROOKS REGIONAL AIRPORT	588.14	411242	
MUNRO'S	57.15	411259	
PHILPOTT MOTORS, INC.	138.48	411268	
DEPARTMENT OF INFORMATION RESOURCES	.12	411315	
AMERICAN TIRE DISTRIBUTORS	2,561.28	411365	
TEXAS DEPT OF AGRICULTURE	12.00	411368	
PARKER LUMBER	32.61	411378	
DE LAGE LANDEN PUBLIC FINANCE	73.36	411383	
			3,482.83**
LATERAL ROADS- PRECINCT 4			
BASE SEAL	15,193.75	411210	
			15,193.75**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	77.40	411383	
			77.40**
J.C. FAMILY TREATMENT CT.			
JUDY PAASCH	50.00	411348	
			50.00**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	850.44	411403	
			850.44**
GRT N MENTAL HEALTH SVCS			

NAME	AMOUNT	CHECK NO.	TOTAL
ETR	60.00	411434	
			60.00**
JUVENILE TJPC-A-2014-123			
CASH ADVANCE ACCOUNT	604.71	411243	
VERIZON WIRELESS	32.10	411320	
			636.81**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	32.10	411320	
			32.10**
279 JUVENILE DRUG COURT			
IEA - INSPIRE, ENCOURAGE, ACHIEVE	5,955.00	411321	
			5,955.00**
COMMUNITY SUPERVISION FND			
JERRY JOHNSON	11.88	411245	
OFFICE DEPOT	916.70	411264	
DEPARTMENT OF INFORMATION RESOURCES	2.93	411315	
VERIZON WIRELESS	120.90	411320	
UNITED STATES POSTAL SERVICE	100.74	411324	
JCCSC	159.00	411379	
			1,312.15**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY	890.01	411212	
ENTERGY	1,887.80	411235	
MARKET BASKET	431.96	411252	
KIM MCKINNEY, LPC, LMFT	150.00	411254	
SYSCO FOOD SERVICES, INC.	2,651.57	411290	
BURT WALKER PARTNERS, LTD	4,500.00	411301	
DEPARTMENT OF INFORMATION RESOURCES	.76	411315	
VERIZON WIRELESS	32.10	411320	
VINCENT'S A/C	391.80	411322	
BEN E KEITH FOODS	3,816.94	411344	
DE LAGE LANDEN PUBLIC FINANCE	292.40	411383	
MORRELL PORTABLE BUILDINGS	7,050.00	411431	
			22,095.34**
MENTALLY IMPAIRED OFFEND.			
OFFICE DEPOT	563.98	411264	
CDW COMPUTER CENTERS, INC.	179.62	411313	
CHRISTAVIA WILLRIDGE	182.85	411422	
			926.45**
COMMUNITY CORRECTIONS PRG			
OFFICE DEPOT	2,606.84	411264	
CDW COMPUTER CENTERS, INC.	359.12	411313	
DE LAGE LANDEN PUBLIC FINANCE	115.38	411383	
			3,081.34**
DRUG DIVERSION PROGRAM			
CASH ADVANCE ACCOUNT	216.00	411243	
DE LAGE LANDEN PUBLIC FINANCE	115.38	411383	
			331.38**
COUNTY CLERK - RECORD MGT			
MANATRON	10,808.61	411359	
			10,808.61**
SCAAP GRANT			
INDUSTRIAL & COMMERCIAL MECHANICAL	4,846.38	411393	
			4,846.38**
DRUG INTERVENTION COURT			
REDWOOD TOXICOLOGY LABORATORY	275.06	411355	
			275.06**
REGIONAL COMM. SAVNS			
DEPARTMENT OF INFORMATION RESOURCES	450.89	411315	
			450.89**
COUNTY RECORDS MANAGEMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.42	411324	
			1.42**
VAWA FUND			
TARA SHELANDER	500.00	411420	
			500.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	3,261.87	411243	
			3,261.87**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	151.96	411320	
			151.96**
HOTEL OCCUPANCY TAX FUND			
CASH ADVANCE ACCOUNT	66.00	411243	
M&D SUPPLY	3.29	411250	
DEPARTMENT OF INFORMATION RESOURCES	7.02	411315	
VERIZON WIRELESS	37.99	411320	
STARS OVER TEXAS SOFTBALL	5,000.00	411356	
STARS OVER TEXAS SOFTBALL	3,250.00	411357	
JESSIE DAVIS	65.55	411361	
TOP DOG SOFTBALL CLUB	1,050.00	411362	
DE LAGE LANDEN PUBLIC FINANCE	431.67	411383	
GT BASEBALL	3,000.00	411394	
GT BASEBALL	2,875.00	411395	
GT BASEBALL	2,000.00	411396	
			17,779.94**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	210.68	411383	
			210.68**
CAPITAL PROJECTS FUND			
RITTER @ HOME	116.90	411273	
LJA ENGINEERING INC	22,354.09	411391	
SHEPLEY BULFINCH	18,239.79	411427	
			40,710.78**
AIRPORT FUND			
DEPARTMENT OF INFORMATION RESOURCES	1.00	411315	
VERIZON WIRELESS	75.98	411320	
CROUSE-HINDS AIRPORT LIGHTING PRODU	1,715.66	411342	
DE LAGE LANDEN PUBLIC FINANCE	177.36	411383	
GALLS LLC	128.00	411425	
			2,098.00**
SHERIFF'S FORFEITURE FUND			
RON CLEVELAND CONSTRUCTION	9,752.00	411400	
			9,752.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	12,109.00	411173	
CLEAT	324.00	411174	
JEFFERSON CTY. TREASURER	18,455.62	411175	
RON STADTMUELLER - CHAPTER 13	1,465.00	411176	
INTERNAL REVENUE SERVICE	300.00	411177	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,220.00	411178	
JEFFERSON CTY. COMMUNITY SUP.	10,029.92	411179	
JEFFERSON CTY. TREASURER - HEALTH	426,393.52	411180	
JEFFERSON CTY. TREASURER - GENERAL	10.00	411181	
JEFFERSON CTY. TREASURER - PAYROLL	1,595,922.93	411182	
JEFFERSON CTY. TREASURER - PAYROLL	632,865.65	411183	
JEFFERSON CTY. TREASURER	110.61	411184	
MONY/MLOA	198.74	411185	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,021.77	411186	
UNITED WAY OF BEAUMONT& N JEFFERSON	54.77	411187	
JEFFERSON CTY. TREASURER - TCDRS	606,248.63	411188	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,756.65	411189	
JEFFERSON COUNTY TREASURER	2,682.88	411190	
JEFFERSON COUNTY - TREASURER -	5,441.55	411191	
NECHES FEDERAL CREDIT UNION	60,976.53	411192	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY - NATIONWIDE	53,132.24	411193	
TENNESSEE CHILD SUPPORT	115.38	411194	
SBA - U S DEPARTMENT OF TREASURY	168.49	411195	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	411196	
ECMC	2.50	411197	
WILLIAM E HEITKAMP	720.72	411198	
JOHN TALTON	2,367.69	411199	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	411200	
COLLEGE ASIST	282.53	411201	
			3,440,544.40**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,430.00	411360	
			2,430.00**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.96	411320	
			227.96**
MARINE DIVISION			
W.W. GRAINGER, INC.	1,952.17	411233	
JACK BROOKS REGIONAL AIRPORT	749.63	411242	
CASH ADVANCE ACCOUNT	665.80	411243	
SETZER HARDWARE, INC.	80.76	411283	
DEPARTMENT OF INFORMATION RESOURCES	202.24	411315	
C & I OIL COMPANY INC	8,380.71	411366	
PALMER POWER	353.59	411405	
			12,384.90**
			3,981,850.52***

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE

SUBJECT: BUDGET TRANSFER

DATE: AUGUST 26, 2015

The following budget transfer is necessary for 136th District Court for additional cost for longevity pay. Please call if you have any questions.

120-2035-412-1094	Longevity Pay	$500	
120-2035-412-5040	Liability Insurance		$500

AGENDA ITEM **August 31, 2015**

Consider, possibly approve and authorize the County Judge to execute a Texas Safety Program Grant Agreement between Jefferson County, Texas and the State of Texas pursuant to Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, for the STEP Grant Program.

Texas Traffic Safety eGrants

Fiscal Year 2016

Organization Name: Jefferson County Sheriff's Office

Legal Name: Jefferson County

Payee Identification Number: 17460002912052

Project Title: STEP- 2016 Comprehensive

ID: 2016-Jefferso-S-1YG-0092

Period: 10/01/2015 to 09/30/2016

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **Jefferson County** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government.**

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2016.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **010807535**

Project Title: **STEP- 2016 Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2015** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2016** unless terminated or otherwise modified.

Total Awarded: **$64,451.60**
Amount Eligible for Reimbursement by the Department: **$42,865.50**
Match Amount provided by the Subgrantee: **$21,586.10**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE	THE STATE OF TEXAS
Jefferson County [Legal Name of Agency]	Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission
By: _____ [Authorized Signature]	By: _____ [District Engineer Texas Department of Transportation]
_____ [Name]	_____ [Name]
_____ [Title]	_____ [Title]
Date: _____	Date: _____
Under the authority of Ordinance or Resolution Number (for local government): (If Applicable) _____ [Resolution Number]	By: _____ Director, Traffic OperationsDivision Texas Department of Transportation (Not required for local project grants under $100,000.00) Date: _____

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the

Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods.

This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement.

Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement.
The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has madeto obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or

supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. DEBARMENT AND SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer 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.

B. 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 federal 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 party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. §5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude

a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend Department-approved grant management training.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. All STEP agencies must provide the following provision in all daily activity report forms: "I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Document any progress towards self-sufficiency
4. Account for any approved Program Income earned and expended
5. Identify exemplary performance or best practices

PROGRAM ELEMENT SELECTION

YEAR LONG

X	DWI	DWI: Driving While Intoxicated
X	Speed	Speed: Speed Enforcement
X	OP	OP: Occupant Protection (Safety Belt and Child Safety Seat)
	ITC	ITC: Intersection Traffic Control
	DD	DD: Distracted Driving

WAVE

DWI	Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
Speed	Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
OP	Jurisdiction wide
DD	Jurisdiction wide

CMV

Speed,OP&HMV	CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations

GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.

Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of DWI laws.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase and sustain high visibility enforcement of occupant protection laws.

Goal: To reduce the number of speed-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

[X] I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Year (12 months) From 9/26/2014 to 9/29/2014

Baseline Measure	Baseline Number
Number of Driving While Intoxicated (DWI) arrests	85
Number of Driving Under Influence (DUI) of Alcohol by Minor Arrests/Citations	0
Number of speed citations	299
Number of safety belt citations	2
Number of child safety seat citations	26
Number of Distracted Driving Citations	0

	Baseline Number	Month/Year of Survey
Percentage of speed compliance	31.62 %	09/2014
Percentage of safety belt usage	68 %	09/2014

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase DWI arrests by	16
b. Increase DUI of Alcohol by Minor arrests/citations by	2
c. Increase Speed citations by	1450
d. Increase Safety Belt citations by	160
e. Increase Child Safety Belt citations by	5
2. Proposed total number of traffic-related crashes	
a. Reduce the number of alcohol-related crashes to	110
b. Reduce the number of speed-related crashes to	90
3. Increase speed compliance	
a. Increase the Speed compliance rate to	40%
4. Increase safety belt usage	
a. Increase the Safety Belt usage rate among drivers and front seat passengers to	75%
5. Number of Enforcement Hours	800
Step Indicator	2.50

Note: Nothing in this agreement shall be interpreted as a requirement, formal o

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	4
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	4
c. Conduct community events (e.g. health fairs, booths)	2
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	500

Operational Plan

Page Title: Operational Plan

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 1	Speed	Spur 93: from FM HWY 365 to SH 73 = 40 mph (approx. 5 miles)	49%	Sun-Sat / 7a-9p
2.			%	
3.			%	
4.			%	
5. 2	Speed	FM HWY 365: (from US 90 to Spur 93=approx 22 miles) US 90 (in Nome) to Florida Ave. =40 mph	40%	Sun-Sat / 7a-9p
6. 2A	Speed	FM HWY 365: Florida Ave to Nome City Limits-55mph (approx. 1 mile)	40%	Sun-Sat / 7a-9p
7. 2B	Speed	FM HWY 365: Nome City Limits to Rodeo Drive=65 mph (approx. 1/2 mile)	40%	Sun-Sat / 7a-9p

Operational Plan

Page Title: Operational Plan #2

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 2C	Speed	FM HWY 365: Rodeo Dr. to Gilbert Lake Forest=70mph (approx. 4 miles)	40%	Sun-Sat / 7a-9p
2. 2D	Speed	FM HWY 365: Gilbert Lake Forest to Gator Country=60mph (approx. 1/2 mile)	40%	Sun-Sat / 7a-9p
3. 2E	Speed	FM HWY 365:Gator Country to Wiggins Rd.=55 mph (approx. 2 miles)	40%	Sun-Sat / 7a-9p
4. 2F	Speed	FM HWY 365: Wiggins Rd. to 17,000 block FM HWY 365=60 mph (approx. 2 miles)	28%	Sun-Sat / 7a-9p
5. 2G	Speed	FM HWY 365: 17,000 blk FM HWY 365 to Burrell Loop (just before Oliver Dr)=70 mph (approx. 1/2 mile)	28%	Sun-Sat / 7a-9p
6. 2H	Speed	FM HWY 365: Burrell Loop (to just before Nona Dr.)=65 mph	28%	Sun-Sat / 7a-9p
7. 2I	Speed	FM HWY 365: Nona Dr. to the flood gates @ Port Arthur City limits=60 mph (approx. 2.5 miles)	28%	Sun-Sat / 7a-9p

Operational Plan

Page Title: Operational Plan #3

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 2J	Speed	FM HWY 365: P.A. City Limits to Jade Ave=65 mph (approx. 1/2 mile)	28%	Sun-Sat / 7a-9p
2. 2K	Speed	FM HWY 365: Jade Ave. to 2,500 block of FM HWY 365=55mph (approx. 1/2 mile)	28%	Sun-Sat / 7a-9p
3. 2L	Speed	FM HWY 365: 2,500 block of FM HWY 365 to Spur 93=45 mph (approx. 1/2 mile)	28.6%	Sun-Sat / 7a-9p
4. 3	Speed	Keith Rd.: Between HWY 105 & Old Sour Lake Rd. (Phelan Blvd)=45mph (approx. 3 miles)	11%	Sun-Sat / 7a-9p
5. 4	Speed	US HWY 90: 90 (approx) one mile East & West of Broadway (traffic light) in China, Jeff. Co.=50mph + school zone (approx. 1/2 mile)	26%	Sun-Sat / 7a-9p
6. 5	Speed	Labelle Rd: From Frint Road (@ Bmt. City Limits) to SH 73 (=11.1 miles) =50 mph	45%	Sun-Sat / 7a-9p
7. 5A	Speed	Labelle Rd: (just south of) Burrell Wingate Rd. to (approx) 100 yards south of Taylor's Bayou Bridge=30 mph (approx. 1/2 mile)	7%	Sun-Sat / 7a-9p

Operational Plan

Page Title: Operational Plan #4

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 6	DWI	Jurisdiction Wide	%	Sun-Sat / 7a-7a, 24 hrs a day
2. 7	OP	Jurisdiction Wide	68%	Sun-Sat / 6a-10p
3.			%	
4.			%	
5.			%	
6.			%	
7.			%	

AGENDA ITEM **August 31, 2015**

Consider, possibly approve and authorize the County Judge to execute an Amendment to the Inmate Telephone Services Agreement between Jefferson County, Texas and Global Tel*Link Corporation to extend their current contract for two years in return for their providing free video conferencing for counsel appointed in defense of indigent inmates.

AMENDMENT TO THE
INMATE TELEPHONE SERVICES AGREEMENT

THIS AMENDMENT TO THE INMATE TELEPHONE SERVICES AGREEMENT ("Amendment") is entered into as of September____ , 2015 (the "Effective Date"), by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20194 ("Company") and the Jefferson County, Texas, with an address at 1149 Pearl Street, Beaumont, Texas, 77701 ("Premise Provider").

WHEREAS, Company and Premise Provider previously entered into that certain Inmate Telephone Services Agreement dated as of May 5, 2014 (the "Agreement") and the parties would like to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Parties agree to extend the Agreement for an additional two (2) year term, terminating on May 6, 2021 with the option to renew for additional 2 year terms as mutually agreed upon between both parties.
2. The Parties further agree that:
    a. Company shall provide Premise Provider with a video solution, including 5 Flex video units, at no cost to counsel appointed for defense of indigent inmates, in exchange for the two (2) year phone extension in Section 1 above;
    b. Company shall keep 100% of video revenue until it has recouped $11,000, and thereafter Company shall keep twenty-five (25%) commission on revenue over $11,000;
    c. Company shall keep 100% of $5.95 fee;
    d. Company has the right to offer promotional pricing for other counsel and to offer subscription based pricing that may adjust as mutually agreed on between Corporation and Company;
    e. The video solution will operate and run on the Premise Provider's current network. If the Premise Provider would like to upgrade the network, the Parties will discuss and agree in writing on a solution
    f. The video solution will be provided at no cost to any County appointed indigent defense attorneys. All other attorneys will be required to pay the standard fees to access and use the video visitation solution.

3. Except as set forth above, there is no other revision to the Agreement or the obligations of either party and the Agreement remains in full force and effect.

4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

AGREED TO:

JEFFERSON COUNTY, TEXAS	**GLOBAL TEL*LINK CORPORATION**
By:_____	By:_____
Name:	Name: Jeffrey B. Haidinger
Title:	Title: President & COO
Date: _____	Date:_____

AGENDA **August 31, 2015**

Consider and possibly approve Amended Rules of Procedure, Conduct and Decorum of the Commissioners Court of Jefferson County, Texas.

Jefferson County Commissioners Court
Rules of Procedure, Conduct & Decorum

I All Regular, Special, Emergency and Executive Session Meetings of the Jefferson County Commissioners Court will be called and conducted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code.

Regular, Special and Emergency Meetings of the Jefferson County Commissioners Court are open to the public and to representatives of the press and media. Executive Sessions of the Commissioners Court are not open to the public, the press or the media and only those individuals expressly requested or ordered to be present are allowed to attend Executive Session.

III. The Jefferson County Commissioners Court meets every Monday at 1:30 p.m. unless otherwise provided. The Regular Meeting is the second Monday of the month, and all other Mondays are considered Special Meetings. In order for a matter or issue to appear as an agenda item on the Agenda of any Regular or Special Meeting of Commissioners Court, a request must be filed with and approved by at least one Commissioner and/or the County Judge by 11:00 a.m. on the Thursday immediately preceding the next Regular or Special Meeting of the Commissioners Court.

IV. The business of Jefferson County is conducted by and between the members of the Jefferson County Commissioners Court and by those members of the County staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited to attend all meetings of the Commissioners Court (except Executive Sessions) the public's participation therein is limited to that of observers. However, a member (or members) of the public may comment on an agenda item (or items) once he or she completes a Public Participation Form and places the same in the box labeled "Completed Public Participation Forms" prior to the start of Commissioners Court. A sample of the Jefferson County Commissioners Court Public Participation Form is attached hereto as Exhibit "A." Additionally, these rules and the form will be available on the Commissioners Court webpage. Upon request, someone will be provided to assist those individuals with special needs.[1]

A. Each member of the public who appears before the Commissioners Court shall be limited to a maximum of three (3) minutes to make his/her remarks. Time for each speaker shall be maintained by the County Clerk or some other designated representative of the Commissioners Court.

B Maximum discussion on any agenda item, regardless of the number of members of the public wishing to address the Commissioners Court on such agenda item (or items), shall be limited to thirty (30) minutes. In the event that more than six

[1] Certain exceptions to the provisions set forth hereunder may apply as provided by law.

(6) members of the public wish to address a particular agenda item (or items), then only the first six (6) speakers will be recognized. To the extent possible, the six (6) members of the public recognized to speak shall be divided equally between those members of the public wishing to speak for the agenda item (or items) and those members of the public wishing to speak against the agenda item (or items).

C. In matters of exceptional interest, the Court may, by the majority vote of the members of the Court in attendance at the meeting, either shorten or lengthen the time allocated for a particular member of the public, all members of the public and/or the amount of time allocated for all agenda items and/or a specific agenda item,

D. It is the intention of the Court to provide open access to the citizens of Jefferson County to address the Commissioners Court and express themselves on issues of County Government. Members of the public are reminded that the Jefferson County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Jefferson County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Proper attire for men, women and children is mandatory. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

E. It is not the intention of the Jefferson County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member or members of the Court, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic or gender slurs or epithets will **not** be tolerated. Violating of these rules may result in the following sanctions:

1. cancellation of a speaker's remaining time;
2. removal from the Commissioners Courtroom;
3. a Contempt Citation; and/or
4. such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas,

V. The County Judge is the presiding officer of the Jefferson County Commissioners Court and is a fully participating member thereof. In the event of the absence of the County Judge, the senior member of the Commissioners Court (in terms of total number of years as an elected representative) present at the Regular, Special, Emergency meeting or Executive Session, shall serve as the Judge Pro-Tern of the Court. However, nothing herein shall prevent the senior member of this Commissioners Court from delegating this duty to another member of the Commissioners Court.

VI. The County Judge (or the designated Judge Pro-Tern of the Commissioners Court), as presiding officer of the Commissioners Court, is responsible for conducting all meetings, and members of the public who have properly completed a Public Participation Form and submitted the same to the Administrative Aid to the County Judge must wait to be recognized by the County Judge prior to them beginning to address the Court.

VII. Special Rules for the Press & Media:

A. No media personnel or equipment, including lights, cameras or microphones will be located on the Commissioners Court bench nor closer than five (5) feet in front of the Commissioners Court bench during the time Court is in session.

B. Reporters and media technicians are required to structure their movements, equipment set-up and take-down and adjustments, etc. in such a manner as to not disrupt the Commissioners Court deliberations or the ability of the public to see, hear, and participate in the proceedings.

C. Interviews shall not be conducted inside the Commissioners Courtroom during the time the Court is in session.

D. Media interviews which are conducted outside the Commissioners Courtroom should be conducted in such a manner that the interview does not disturb, impede or disrupt the proceedings of any Regular, Special, Emergency and/or Executive Session meeting of the Court.

VIII, The Sheriff of Jefferson County, Texas, or his designated deputy, shall serve as the bailiff at all Regular, Special and Emergency Meetings of the Court. However, in the event of the absence of the Sheriff, or in the event there exists a conflict of interest between the Sheriff, any member of the Sheriff's Department, and the Commissioners Court, or in the event of an executive Session of the Court in which the Sheriff is not an authorized participant, the Court shall appoint such other commissioned peace officers to serve as bailiff as may be necessary.

IX. From time to time, the Commissioners Court may have town meetings, public hearings and/or workshops. These rules of procedure, conduct and decorum shall also apply to the same; however, the Commissioners Court may adopt such additional and supplemental rules for such meetings as may be necessary and appropriate to conduct such meetings in an orderly, efficient and proper manner.

X. These Rules of Procedure, Conduct and Decorum at meetings of the Jefferson County Commissioners Court shall be effective immediately upon adoption by the Court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners Court.

ADOPTED BY THE UNANIMOUS VOTE OF THE JEFFERSON COUNTY COMMISSIONERS COURT on this the_____ day of_____

_____
Jefferson County Judge

_____
Commissioner, Pct. 1

_____
Commissioner, Pet. 3

_____
Commissioner, Pct. 2

_____
Commissioner, Pct. 4

Attest:

_____
County Clerk

JEFFERSON COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

Instructions: Fill out all appropriate blanks. Please print or write legibly. This form must be placed in the "Completed Public Participation Forms" box prior to the start of Commissioners Court.

NAME: _____

HOME ADDRESS: _____

_____

HOME TELEPHONE: _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? _____

If so, please state the name, address and telephone number of such group or organization.

_____

Which ~~agenda item (or items) do you wish to address?~~ _____

_____

In general, are you for or against such item (or items)? _____

_____

Signature: _____

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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

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

From: G. Mitch Woods, Sheriff

Subject: Retiring – Deputy Charles D. Boyd
Jefferson County Sheriff's Office

Date: August 20, 2015

Please place the following item on the Commissioners' Court agenda for August 31, 2015.

Consider and possible adopt a Resolution recognizing Deputy Charles D. Boyd for 6 years and 9 months of dedicated service as a Bailiff in the Courts for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

Sincerely,

G. Mitch Woods

G. Mitch Woods, Sheriff
Jefferson County, Texas

1001 Pearl Street • Beaumont, Texas 77701 • (409) 835-8411

Resolution

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

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the _____ day of _____, 2015, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, ***CHARLES D. BOYD***, has devoted 6 years and 9 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***CHARLES D. BOYD***, has dedicated his talents and pledged his services as a Peace Officer for the Jefferson County Sheriff's Office; and

WHEREAS, ***CHARLES D. BOYD***, has dedicated his services as a Deputy in Law Enforcement for the Jefferson County Sheriff's Office, serving as a Bailiff in the courtrooms for the County Courts at Law and the Criminal District Courts of Jefferson County; and

WHEREAS, through hard work and commitment to excellence, ***CHARLES D. BOYD,*** has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***CHARLES D. BOYD,*** is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

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

SIGNED this _____ day of _____, 2015.

_____
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, August 31, 2015

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 31, 2015