

SPECIAL, 6/4/2018 1:30:00 PM

BE IT REMEMBERED that on June 04, 2018, 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 Zena Stephens, Sheriff (ABSENT)

Capt. Schauberger

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
June 04, 2018

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
June 04, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **04th** day of **June 2018** at its regular meeting place in the Commissioners' 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:

11:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending or anticipated litigation with the County.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Receive and file Change Order No. 5 for (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors for the correction of (4) four of the (7) seven “Bid Alternate” service location addresses. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

SEE ATTACHMENTS ON PAGES 8 - 10

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

2. Receive and file Change Order No. 6 for (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors for an increase of (13) working days due to inclement weather conditions; bringing the total number of working days for this project from (154) days to (167) days. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

SEE ATTACHMENTS ON PAGES 11 - 13

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve specifications for Request for Qualifications (RFQ 18-023/JW), Energy Performance Contracting Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 14 - 32

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
June 04, 2018

4. Consider and approve, execute, receive and file professional service agreement (PROF 18-027/DC) with iDocket.com Ruby Service for a host website for the District Clerk's Office with the reimbursement amount of 20% of subscription's revenues back to County Funds.

SEE ATTACHMENTS ON PAGES 33 - 33

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

5. Consider and approve, execute, receive and file a Statement of Work in accordance with (RFP 11-044/KJS), Digital Conversion of Microfilm Images and Indexing of Official Public Records for the for the On-Site Scanning of Deed and Mortgage, and Lien Photostat Books for the County Clerk with Thomson Reuters/Manatron, Inc. in the amount of \$6,825.00.

SEE ATTACHMENTS ON PAGES 34 - 44

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AUDITOR:

6. Consider and approve budget transfer - Airport - replacement of chiller.

510-7091-463-6013	COOLING & HEATING	\$75,000.00	
510-7091-463-1002	ASSISTANTS & CLERKS		\$17,000.00
510-7091-463-1071	ARFF CREW		\$35,000.00
510-7091-463-1072	MAINTENANCE CREW		\$23,000.00

SEE ATTACHMENTS ON PAGES 45 - 45

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

7. Regular County Bills - check #446983 through checks #447163.

SEE ATTACHMENTS ON PAGES 46 - 54

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY CLERK:

8. Consider and possibly approve expenditure of \$6,825.00 from County Clerk's Records Management Fund to Manatron, Inc. for SOW TX052218JC to scan various Deed and M&L Books on-site to replace poor quality microfilm images.

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY COMMISSIONERS:

9. Consider and possibly recommend that "Help, I'm Hurting" be considered an appropriate Long Term Recovery Group for Jefferson County that should receive philanthropic grants and donations to aid Jefferson County residents who were affected by Hurricane Harvey.

Action: TABLED

10. Consider, possibly approve and authorize the County Judge to execute a memorandum approving settlement for the SE Texas Government Employee Benefits Pool regarding Kenneth Hobbs and Account 50132-332163-3A.

Action: TABLED

ENGINEERING:

11. Consider and possibly approve the Revised Final Construction Plans for The Cove at Taylor Landing-Phase II. This subdivision is located off of Country Club Drive and Elizabeth Drive in Precinct #2 and is in the City of Port Arthur ETJ. These plans have been reviewed by Jefferson County Engineering and City of Port Arthur.

SEE ATTACHMENTS ON PAGES 55 - 56

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

12. Consider and possibly approve a Minor Plat of Tracts 21-A, 21-B and 21-C, 15.20 acres of land and part of the H.T. & B. Railroad Survey Section No. 1, Abstract 138, located off Walden Road in Precinct #1. This plat is in the Beaumont ETJ, and has been reviewed by the City of Beaumont Planning & Zoning Commission and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 57 - 59

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

13. Consider and possibly approve Tract 2C, 1.327 acres of land out of Tract 2A and 2B M.F. Felipe Lazarin Survey, located off Howard Road (a private road) in Precinct #1. This plat is not within any ETJ and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 60 - 61

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

14. Receive and file executed Inter-local Cooperation Contract between Jefferson County, Texas and the Spindletop Center regarding Mental Health Liaison officers.

SEE ATTACHMENTS ON PAGES 62 - 79

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge

IFB 17-008/JW
PO# 071129



Construction Contract Change Order

A505

Grant Recipient: JEFFERSON COUNTY, TEXAS Select: City County
Contract No.: 7216231 Change Order No.: 5 Region: SETRPC

Contractor: MK Constructors 2485 North St. Vidor, Texas 77662	Engineer: Action Civil Engineers, PLLC. 8460 Central Mall Drive Suite J Port Arthur, Texas 77642
--	--

Select Change Order Type(s): Change to Existing Line Items New Items Requested Change in Contract Duration

Grant recipient is requesting Texas Department of Agriculture review to determine eligibility of change order expenses.

Changes to Existing Line Items (Items from original bid or added in previous change order ONLY)

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price	±
2	Change Addresses	4	4	EA	\$5,560.00	0	\$0.00	-
Contract Change Sub-Total:							\$0.00	

Change in Contract Duration

Provide explanation below (attach separate documentation as necessary).

Change of (4) Addresses for Alternate Addition Bid Proposal (Locations Provided in Bid Addendum No. 2)

Original Contract End Date: 3/4/2018
 Net change of previous Change Orders (days): 64
 Increase/Decrease of this Change Order (days): 0
 Change Order Contract End Date: 6/7/2018

Justification for Change

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Additional Change Order No. 5 Information:

The purpose of this change order is to make corrections to the addresses of (4) four of the (7) seven locations to receive sewer improvements, as part of the "Bid Addendum No. 2 Alternate Additional Bid Proposal" properties for this project, as indicated below:

10307 Brooks Road: Change to 8496 Landry Lane	9508 Lawhon (No Change)	8787 MLK (No Change)
8811 MLK: Change to 6312 Boyt Road	8567 Landry (No Change)	
7145 Faith: Change to 5835 Martol Road	6602 Boyt Road: Change to 9553 Lawhon Road	

This form required as of September 1, 2016
All previous versions no longer valid.

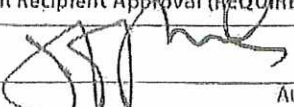
Grant Recipient: JEFFERSON COUNTY, TEXAS Contract No.: 7216231 Change Order No.: 5

Change Order Summary

Original Contract Price:	\$205,864.00	Original Contract End Date:	3/4/2018
Net Previous Change Order(s):	\$0.00	Net change of previous Change Orders (days):	64
This Net Change Order:	\$0.00	Increase/Decrease of this Change Order (days):	0
New Contract Price:	\$205,864.00	Change Order Contract End Date:	5/7/2018
Cumulative % Change:	0.0%		

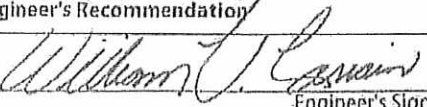
NOTE: Change orders for an Increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

Grant Recipient Approval (REQUIRED)

	MARCH 26, 2018
Authorized Signature	Date

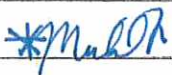
Jeff R. Branick, Jefferson County Judge
Authorized Signatory's Name and Title

Engineer's Recommendation

	March 21, 2018
Engineer's Signature	Date

William V. Larrain, PE.
Engineer's Name

Contractor's Authorization

	5/30/18
Contractor's Signature	Date

Michael Brown V.P.
Contractor's Name and Title BDS CONSTRUCTORS LLC dba MK CONSTRUCTORS

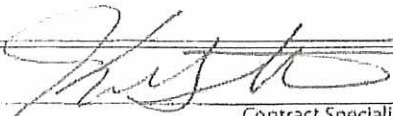
To receive an email copy of the TDA response, provide contact information below

Name	Email	
		+
		-

For TDA office use only

This Net Change Order:	\$0.00	Increase/decrease of this Change Order (days):	0
Net Change Order Approved:	0	Increase/decrease of this Change Order Approved:	
Approved Contract Amount:	205,864	Approved Contract Time:	

Notes:

	5/29/18
Contract Specialist Signature	Date

<i>SOB - contingent upon anticipated PSMod</i> Director Signature (optional)	<i>5/29/18</i> Date
---	------------------------

ATTEST *Paula L. Hardy*
DATE *6/4/18*



This form required as of September 1, 2016.
All previous versions no longer valid.

IFB 17-008/JW
PO # 071129



Construction Contract Change Order

A505

Grant Recipient: JEFFERSON COUNTY, TEXAS Select: City County
 Contract No.: 7216231 Change Order No.: 6 Region: SETRPC

Contractor:

Engineer:

(Name and Address)MK Constructors
2485 North St.
Vidor, Texas 77662

(Name and Address)Action Civil Engineers, PLLC.
8460 Central Mall Drive
Suite J
Port Arthur, Texas 77642

Select Change Order Type(s): Change to Existing Line Items New Items Requested Change in Contract Duration

Change in Contract Duration

Provide explanation below (attach separate documentation as necessary).

Rain Days

Original Contract End Date: 3/4/2018
 Net change of previous Change Orders (days): 64
 Increase/Decrease of this Change Order (days): 13
 Change Order Contract End Date 5/20/2018

Justification for Change

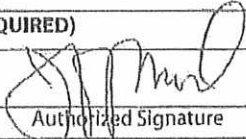
	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Change Order Summary

Original Contract Price:	\$205,864.00	Original Contract End Date:	3/4/2018
Net Previous Change Order(s):	\$0.00	Net change of previous Change Orders (days):	64
This Net Change Order:		Increase/Decrease of this Change Order (days):	13
New Contract Price:	\$205,864.00	Change Order Contract End Date	5/20/2018
Cumulative % Change:	0.0%		

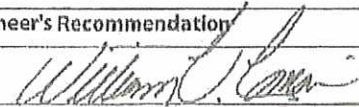
NOTE: Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

Grant Recipient Approval (REQUIRED)

 Authorized Signature	APRIL 14, 2018 Date
---	------------------------


JEFF R. BRANICK, JEFFERSON COUNTY JUDGE
Authorized Signatory's Name and Title

Engineer's Recommendation

 Engineer's Signature	4.9.18 Date
---	----------------

William V. Larrain, P.E.
Engineer's Name

Contractor's Authorization

 Contractor's Signature	5/30/18 Date
---	-----------------

Michael Brown
Contractor's Name and Title

V.P. BDS CONSTRUCTORS LLC dba MK CONSTRUCTORS

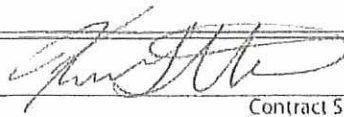
To receive an email copy of the TDA response, provide contact information below

Name	Email	
		+
		-

For TDA office use only

This Net Change Order:		Increase/decrease of this Change Order (days):	13
Net Change Order Approved:		Increase/decrease of this Change Order Approved:	13
Approved Contract Amount:		Approved Contract Time:	5/20/18

Notes:

 Contract Specialist Signature	5/29/18 Date
--	-----------------

Director Signature (optional)	Date

ATTEST *Carla J. Gandy*
DATE 6/14/18





JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

June 4, 2018

Request for Statements of Qualification (RFQ 18-023/JW)
Energy Performance Contracting Services for Jefferson County

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with RFQ 18-023/JW, Energy Performance Contracting Services for Jefferson County. Jefferson County is requesting statements of qualifications from Energy Performance Contracting Services Companies.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County website at: <http://www.co.jefferson.tx.us/Purchasing/main.htm>

All submittals shall be evaluated by a Review/Selection Committee. The Review/Selection Committee will evaluate submissions to this request and select the firm most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and five (5) copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CDT, Tuesday, July 10, 2018. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us.

REQUEST NAME: Energy Performance Contracting Services for Jefferson County

REQUEST NO. : RFQ 18-023/JW

DUE DATE/TIME: 11:00 am CDT, Tuesday, July 10, 2018

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

There will be a Pre-Proposal Meeting at 10:00 AM CDT on Wednesday, June 20, 2018 in the Jefferson County Engineering Department Conference Room located on the 5th floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the qualifications submission 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.

Sincerely,

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: June 6, 2018 & June 13, 2018

Request for Statements of Qualification (RFQ 18-023/JW) Energy Performance Contracting Services

Section 1. Introduction and Purpose

A. Purpose

The purpose of this RFQ is to find the most competent provider to partner with in addressing our deferred maintenance issues in all of our County owned and/or operated Facilities County-wide.

B. Project Overview

Repair, replace, upgrade or implement county-wide: lighting, water conservation measures, water control systems, water and plumbing systems, building automation systems, air-cooled DX A/C systems, heating systems conversations, chilled & hot water air handling units, central plant piping/plumbing, air-cooled chiller systems, centrifugal chillers, HVAC system retro-commissioning, walk-in cooler/freezers, envelope sealing, exterior door replacements, air curtains, drainage systems, AI phone systems and security cameras.

Section 2. Pre-Proposal Meeting

A. Pre-Proposal Meeting

A pre-proposal meeting will be held on Wednesday, June 20, 2018 at 10:00 am CDT in the Jefferson County Engineering Conference Room located on the 5th floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

Section 3. Proposal Preparation and Submission

A. Questions

Any questions regarding this Request for Qualifications shall be directed in writing to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us, no later than 5:00 pm CDT, Friday, June 22, 2018. Information obtained from any other source is not official. Inquiries and responses will be recorded and will be distributed (via addendum) to all Pre-Proposal Meeting Attendees.

B. Shortlist and Selection Committee

Firms are encouraged to submit statements of qualifications and experience to the Jefferson County Purchasing Department.

The Purchasing Agent will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Subsequent to the submission of responses, interviews and negotiations may be conducted with some of the respondents, but there shall be no obligation to receive further information, from any respondent. The shortlisted respondents may be asked to prepare a presentation and/or provide additional information prior to the final selection.

Jefferson County will enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with that firm. If an agreement cannot be negotiated

with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the selection committee for this project. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed four (4) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required.

Section 4. Laws and Regulations

The Energy Performance Contracting Services Company awarded services under this RFQ must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 5. Insurance

The contractor (including any and all subcontractors as defined in Section 6.1.3 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, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

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 Section 6 Below)

Section 6. Workers' Compensation Insurance

6.1 Definitions:

- 6.1.1 **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.
- 6.1.2 **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.
- 6.1.3 **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.

- 6.2 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.
- 6.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 6.4 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.
- 6.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 6.5.1 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
 - 6.5.2 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.
- 6.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 6.7 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.
- 6.8 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.
- 6.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 6.9.1 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.
 - 6.9.2 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.
 - 6.9.3 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.
 - 6.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 6.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

- 6.9.4.2 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.
 - 6.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 6.9.6 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
 - 6.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 6.1. – 6.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 6.10 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.
- 6.11 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.

Section 7. Qualifications Format

Firms desiring to be considered for Energy Performance Contracting Services for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure.

Responses must be submitted in the format outlined in this section. Jefferson County reserves the right to eliminate from further consideration any response that is deemed to be substantially or materially unresponsive to the requests for information contained in this section.

A. Executive Summary

Responses shall include an abstract of no more than three pages on the information presented in the response and the contractor's unique qualifications and services.

B. Qualifications and Experience

1. Firm Profile

- Firm name, corporate address and local address
- Main contact person with full contact information
- Years of experience in performance contracting
- Number and value of performance contracts in effect
- Number of performance contracts for municipal clients
- Overview of the financial stability of the firm

2. Project Experience

- Provide a minimum of five performance contracting references for projects of similar size, scope and complexity indicating your firm's recent experience with local government clients. Each project description shall describe the services provided, project cost, savings amount, and contract term in a maximum of two pages. Projects where the responding firm was not the prime contractor are not acceptable. Emphasis should be placed on projects that were completed by the branch office and/or personnel proposed for this project. Client names with a contact person's phone number and address shall be listed.
- Provide an overview of the performance contracts your firm has implemented in the past three years, including client, project cost and guaranteed savings.

3. Ongoing Service and Maintenance Capabilities

- State the location of your nearest servicing office and provide an overview of your firm's capabilities for servicing the installed equipment, as well as procedures for handling emergencies. At least a four-hour response time is required.
- Describe maintenance services provided by your firm, including a description of the service organization and personnel directly employed by your firm. Include a list of services provided and the ability to provide "truck-based services" for all related improvements.

4. Training

- Describe your firm's proposed approach to providing technical training for County personnel, noting training sites and methodologies. Include available programs for promoting energy awareness among the staff.

5. Bonding and Insurance

- Provide the current bonding capacity; bond rating; and confirmation that firm is currently bondable for 100% of a payment bond for construction of this project and 100% of a performance bond for construction of this project.

- Confirm that the respondent will provide general liability insurance with limits as described in this request for qualifications (Section 5: Insurance, Section 6: Workers' Compensation Insurance), with Jefferson County named as an additional insured. Include a Certificate of Insurance in the Appendix.

C. Project Management Approach

1. Organizational Chart.

Provide an organizational chart that illustrates the structure of your team. Note all key personnel and sub-consultants.

2. Key Personnel Resumes.

Include a one-page resume, highlighting education, licenses, experience on similar projects and any other pertinent information, for each key team member assigned to the project.

3. Overall Project Management Overview.

Provide detailed information on the firm's approach to managing the development and implementation of energy performance contracting projects to ensure the project is completed within the schedule.

4. Sub-consultant Management.

Describe how your firm will select and work with subcontractors.

D. Technical Approach

1. Performance Contracting Approach

- **Process Overview.**

Provide an overview of the process your firm uses to develop and implement performance contracts.

- **Baseline Calculation Methodology.**

Describe in detail the methodology your firm normally uses to compute the energy baselines of the various ECMs, as well as actual performance.

- **Adjustment to Baseline Methodology.**

Describe the method(s) used to adjust the energy, and O&M baseline due to such factors as weather and facility use changes. Describe factors that would necessitate adjustment.

- **Monitoring and Verification.**

Describe the methodology proposed for ongoing monitoring and savings verification, including the frequency of such efforts. Note if an industry standard such as the International Performance Measurement and Verification Protocol is used and describe the preferred option. Describe how the guarantee provisions work in the event that project results vary from projections. Also describe how excess savings can be documented. Third party guarantees are not acceptable.

- **Sample Contract.**

Include in the appendix the performance contracting contract your firm intends to use for this project.

- **Sample Audit.**

Include in the appendix an audit your firm completed for a similar project.

E. Financial Approach

1. Preferred Approach.

Provide descriptions of the sources and types, and costs of financing available, as well as your firm's preferred approach. Describe the mechanics of the financing arrangement, including equipment ownership, responsibilities/liabilities of each party, security interest and any special terms and conditions that may be associated with the financing this project.

2. Grants, Rebates and Incentives.

Describe how your firm will maximize the use of grants, rebates and incentives.

F. Additional Services

Provide an overview of your firm's additional energy efficiency related services. This section should not be more than five pages. Do not include marketing materials.

G. Appendix

Acknowledgement of Addenda
 Sample Contract
 Sample Audit
 Insurance Certificate

Confidential/Proprietary Information:

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

Section 8. Terms and Conditions

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Energy Performance Contracting Services Company shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Energy Performance Contracting Services Company under contract shall be made available to any individual or organization by the Energy Performance Contracting Services Company without the prior written approval of the County.

5. 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>

Respondents are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Qualifications Submission.

6. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

7. 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.

8. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority

businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Section 9. Qualifications Evaluation Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

Qualifications and Experience	35 points
Project Management Approach	20 points
Technical Approach	25 points
Financial Approach	15 points
Additional Services	5 points

Section 10. Submission Requirements

Respondents are responsible for submitting:

- One (1) *original* response copy to include a completed copy of this specifications packet, in its entirety.
- Five (5) numbered response *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with response submission and any other documentation requested within these specifications.

Additionally, Respondent must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

Responses shall be mailed or delivered to:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

All submissions must be received by 11:00 am CDT, Tuesday, July 10, 2018.

Jefferson County will not accept any submissions received after the stated time and date, and shall return such submissions unopened to the Respondent.

Jefferson County will not accept any responsibility for submissions being delivered by third party carriers.

Submissions shall be tightly sealed in an opaque envelope or box and plainly marked with the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Submissions will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Respondents will be read aloud.

Please direct questions no later than 5:00 pm CDT, Friday, June 22, 2018 to Jamey West, Assistant Purchasing Agent at 409-835-8593 or e-mail at: jwest@co.jefferson.tx.us

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Respondents planning to hand deliver Statements for Qualifications 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. Respondents are strongly urged to plan accordingly.

County Holidays – 2018:

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Tentative Schedule of Events:

June 4, 2018	Issuance of Request for Qualifications
June 20, 2018	Pre-Proposal Conference
July 10, 2018	Deadline Submission (late responses will not be considered)
July 11-13, 2018	Responses distributed to Evaluation Committee
Week of July 16, 2018	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of July 23, 2018	Conduct Interview/Best and Final Offer/Short List
July 30, 2018	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

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 OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Respondent Shall Return Completed Form with Offer.

Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this Statement of Qualifications in collusion with any other Respondent, and that the contents of this Statement of Qualifications as to prices, terms or conditions of said Statement of Qualifications have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Statement of Qualifications. And further, that neither the Respondent 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 submit a Statement of Qualifications or not to submit a Statement of Qualifications thereon.

Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Respondent Shall Return Completed Form with Offer.

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2018

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

(____) _____
TELEPHONE NUMBER

Respondent Shall Return Completed Form with Offer.

**Professional Services Agreement
Jefferson County District Clerk– iDocket.com Ruby Service**

Parties - This agreement is between iDocket.com, hereinafter referred to as iDocket, a Texas Limited Liability Company, LLC, P.O. Box 31023, Amarillo, TX 79120, and the County of Jefferson County, Texas under the supervision of the Jefferson County District Clerk, whose office is located at 1001 Pearl St., Beaumont, TX. 77701

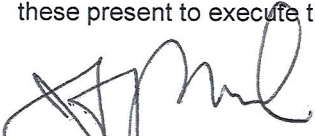
Services Provided by iDocket

- A. Provide the software necessary to extract, filter, compress, and transfer, as designated by the County, information from the county's file and fee docket that is currently available for public inspection in the county's office, for placement on the Internet.
- B. Will provide and host the web site for the county's court information on the Internet.
- C. IDocket agrees that all information provided by the county for placement on the Internet is not subject to resell or distribution to any other party not used for any other purpose not stated within this agreement.
- D. Revenue Sharing - County shall receive 20% of subscription revenues from Users indicating Clerk's County as their primary county of interest. Payment shall be made quarterly and along with a check, the Clerk will receive a report listing quarterly subscription revenues for the County.
- E. IDocket agrees to implement, support, and maintain the court information web site as stipulated in the agreement at no charge to the county.
- F. iDocket shall hold in trust for the county, and shall not disclose to any nonparty to the agreement, any confidential information of the county. Confidential information is information that relates to the county's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer design and programming.
- G. Clerk has the discretion of using iDocket document image viewing capabilities whereby iDocket redacts documents selected for viewing after charging copy fees for the Clerk. Copy fees collected are paid monthly.

Quality of Services - IDocket will provide adequate Internet access to the information given by the county. Adequate Internet access is defined as providing public access to case information on the Internet for a minimum of five (5) days in any given week. Normal and acceptable access will allow for maintenance updates requiring periodic downtime.

Termination of the Agreement - Either party may terminate this agreement without cause with ninety (90) days written notice to the address stated herein.

Execution – IN WITNESS, thereof the CONTRACTOR (iDocket.com) and COUNTY (Jefferson) have hereunto affixed their hand and seal, by duly authorized representatives, and having caused these present to execute this contract agreement.



Jeff Branhick
County Judge Jefferson County

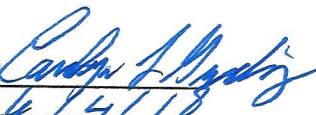


Armando Balderrama
CEO, iDocket.com

June 4, 2018
Date

May 31st, 2017
Date



ATTEST 
DATE 6/4/18

STATEMENT OF WORK TX052218JC

JEFFERSON COUNTY, TEXAS

SCAN DEED AND MORTGAGE & LIEN BOOKS ON-SITE

Version 1.0

May 22, 2018

Manatron, Inc. – A Thomson Reuters Business

Prepared by: John Rickerby

Document submitted by Manatron, Inc. – A Thomson Reuters Business

Thomson Reuters Tax & Accounting, Government

Corporate Headquarters

510 East Milham Avenue

Portage, Michigan 49002

Tel.: (866) 567-2900

Fax: (269) 567-2930

@ 2018 Thomson Reuters. All rights reserved.

Republication or redistribution of Thomson Reuters content, including by framing or similar means, is prohibited without the prior written consent of Thomson Reuters. “Thomson Reuters” and the Thomson Reuters logo are registered trademarks and trademarks of Thomson Reuters and its affiliated companies.

PROJECT SUMMARY

Project:	On-site scanning of Deed and Mortgage & Lien Books
Project Site:	Jefferson County 1001 Pearl Street Beaumont, Texas 77701
County Contact:	Carolyn Guidry, County Clerk (409) 835-8475 cguidry@co.jefferson.tx.us
Target Date of Implementation:	Detailed schedule with agreed-upon dates to be delivered in the planning phase of the project.
Scope:	<p>The scope of this project addresses the on-site scanning of the following books:</p> <ul style="list-style-type: none"> • Deed Volumes – (Mechanical) A-C, E-F, K, M-O, 1-30 and (Bound or Oversized) L, S, T, U, V, W, X, Y • M & L Volumes – (Mechanical) 6, 12-15, 43-48 and (Bound or Oversized) 1-5, 7-11, 16-42, 49 <p>The same volumes were scanned from film under Statement of Work TX2012.001.01SOW. It was determined that the film quality was not good enough to produce acceptable images. These images will be replaced by the images delivered under this SOW. The services delivered under this SOW are in addition to the services performed under Statement of Work TX2012.001.01SOW.</p>
Technology:	No additional hardware is required.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron, Inc. - a Thomson Reuters Business (“Thomson Reuters Tax & Accounting, Government” or “TRTA Gov”) and the Jefferson County, Texas County Clerk (the “County”).

PROJECT OVERVIEW

This Statement of Work (“SOW”) defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this project is to implement various initiatives for the County. This statement of work describes the work that TRTA Gov is responsible for implementing. The scope of this project includes the on-site scanning of Deed and Mortgage & Lien books. Upon SOW signing, a project schedule will be developed between TRTA Gov and the County.

COUNTY REQUIREMENTS

The County will provide a 6' x 12' space inside the County building near the vault with access 24 hours per day, 7 days a week, electricity, lighting and heat/air to allow on-site scanning. If on-site or on-premises time is less than 24/7, the time and investment to complete this project will change according to the hours and days access is available.

SCOPE STATEMENT

Stage 1 – Capture

- **On-Site Scanning** – We will provide all necessary hardware, software, staff, project managers and mobile scan center to perform scanning on-site or on-premises 24 hours per day, 7 days a week. If access to books is less than 24/7, the time and investment to complete will change according to the days and hours available.
- **Inventory Report** – US Imaging will provide an On-Line Inventory Report for the customer to input tracking information into. If the County does not have time to input the tracking information, US Imaging can inventory the film and populate the Inventory Report for a travel and daily on-site fee.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, we can sort or prep them for \$25.00 per hour. If pages are too fragile to handle, we will bring this to the Counties attention and recommend a Book Restoration and Binding Company.
- **Book Handling** - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold 2 pages (left & right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders and books will be put back onto shelves in order.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain as in tact. Pages will be scanned on a book scanner at 300dpi and are saved as color JPEG images. Our Book Scanners will capture 2 pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.
- **Mechanical Book Scanning** – Handwritten, Typed and Photostat pages are removed from mechanical binders and are scanned in color at 300dpi and are saved as color JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create 2 individual JPEG images. Scanners will be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up.
- **On-Site Content Inspection** – After scanning, our on-site staff will inspect 100% of the pages as 1"x1.5" thumbnail images to confirm that no pages have been double fed, cut off, stretched or contain scanner errors. Any pages with these issues will be rescanned at no charge before the on-site team leaves the premise. If pages are sequentially numbered within each book, our on-site staff will confirm that the quantity of images within each book directory matches the last page number within each book. If there are any mismatches between number of images and number of pages, they will be corrected if present or noted in the production report. 100% of the JPEG and TIFF images will be thoroughly inspected for legibility and image quality as 12"x18" full size images in Stage 2.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8 digit number and stored in folders named by the Documents Type and Book #.
- **USB Hard Drives** – All single page JPEG images will be copied to 2 sets of external USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for conversion to TIFF and off-site backup.

PROJECT SCOPE/VOLUME ASSURANCE

In the case that TRTA Gov processes a number of records and TRTA Gov identifies a remaining volume of images to be processed that equals a total number of images greater than 5% of the original estimate, TRTA Gov will recognize a “Red Light” project status, signaling a stop in processing. TRTA Gov will estimate the new total number of images to be processed and will contact the County to communicate the updated estimate. TRTA Gov will produce an addendum to reflect the increases/changes from the original estimate(s) for this project, the updated pricing, and the impact the increase/changes will have on the project, including billing and delivery dates. Upon County acceptance and sign-off of the addendum, TRTA Gov will recognize “Green Light” project status and proceed with the project.

PROJECT STAKEHOLDERS

Name	Role	Contact Information	Responsibility
Carolyn Guidry, County Clerk	County Sponsor	Office: (409) 835-8475 Email: cguidry@co.jefferson.tx.us	Accepts deliverables; approves change.
Chance Campbell	TRTA Gov Sponsor	Office: (972) 250-8873 Email: chance.campbell@tr.com	Point of escalation; approves change.
TBD	TRTA Gov Project Manager	Office: Email:	Monitors schedule and deliverables; coordinates responsibilities.
TBD	TRTA Gov Technical Resource	Office: Email:	Technical expert; database/application maintenance.

PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PRODEDURES

COMMUNICATIONS PLAN

In order to keep the County and TRTA Gov project managers and the project team informed on the progress of the project, a Communications Plan will be created for the Project Execution Plan. The Communications Plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

PROJECT STATUS MEETINGS

The County and TRTA Gov project managers will meet regularly to update the project’s progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

LOCATION OF PROJECT DOCUMENTS, DELIVERABLES, AND FILES

Soft copies of any project documents, deliverables, status reports, meeting notes, etc., will be kept by the TRTA Gov project manager electronically and are available upon request.

ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

The TRTA Gov and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

NOTICE

TRTA Gov reserves the right to subcontract work as it deems necessary to perform the services detailed in this SOW. TRTA Gov shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

CHANGE MANAGEMENT PROCESS

The change management process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.

A “change of scope” is defined as a change to any of the following:

- A change to the number of books, film rolls or cards to be processed;
- A change in the document types to be processed;
- A change in the order/priority of items to be processed;
- A change to the fields to be indexed or the rules by which they are indexed;
- A change to the number of loads made to Aumentum;
- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the TRTA Gov application software that deviates from the mutually agreed upon final software requirements; or
- Any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in TRTA Gov’s Change Management System. The County or TRTA Gov can initiate these change requests or addendums. The party shall identify the nature of the proposed change and reasons for the proposed change.

TRTA Gov shall evaluate the effect of the change set forth in the change request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of TRTA Gov’s evaluation shall be added to and become part of the change request. If TRTA Gov’s evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If TRTA Gov’s evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov will work jointly with the County to determine mutual interest in pursuing the change request. The County may accept or reject the proposed solution. Should mutual agreement be reached, TRTA Gov shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

PROJECT PRICING

TRTA Gov will provide the services described in this statement of work for the price specified below. Pricing is per item, and the estimate below is based on initial understanding of scope. The number of items provided is only an estimate. Billing will be for the actual number of items processed and delivered during the project.

Phase 1 – Mechanical Books: Estimate to scan Deed and Mortgage & Lien Records from Mechanical Books On-Site.

- Deed volumes A-C, E-F, K, M-O, 1-30 = 39 books x 600 pages = 23,400 pages
- M&L volumes 6, 12-15, 43-48 = 11 books x 600 pages = 6,600 pages

Phase 2- Bound and Oversized Books: Estimate to scan Deed and Mortgage & Lien Records from Bound or Oversized Books On-Site

- Deed Vols. L, S, T, U, V, W, X, and Y split into two volumes = 7 books x 600 pages = 4,200 pages
- M&L Vols. 1-5, 7-11, 16-42, 49 = 38 books x 600 pages = 22,800 pages

Item	Estimated Quantity	Unit Price	Estimated Total Price
Phase 1 - Scan 300dpi JPEG & convert to TIFF	30,000 images	\$0.075	\$2,250.00
Phase 2 – Scan 300dpi JPEG & convert to TIFF	27,000 images	\$0.15	\$4,050.00
USB hard drive, copying and backup	2	\$250.00	\$500.00
USB hard drive shipment	1	\$25.00	\$25.00
Estimated Total Project Price			\$6,825.00

BILLING

The County will be billed for the actual number of items processed. Invoices will be issued upon the completion of Acceptance Forms 1 and 2.

ATTACHMENT 1 – AGREEMENT TO SOW

STATEMENT OF WORK AGREED UPON AND ACCEPTED

Agreement and Acceptance

This Statement of Work will confirm all requests for professional services as outlined and at the prices indicated.

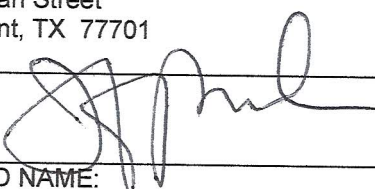
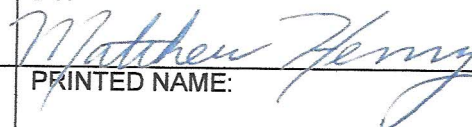
This SOW will be addendum to existing Statement of Work TX2012.001.01SOW between the County and TRTA Gov. All the terms and conditions of that agreement will pertain except as modified herein.


We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this statement of work is to be handled through TRTA Gov's Change Management Process.

(The entirety of any digital images and indexes created during this project are the exclusive property of Jefferson County, Texas. TRTA Gov will not retain a copy of, sell, or give away any digital images or indexes processed for the project described in this SOW.)

This agreement is not effective until executed by both parties.

Signatures

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 510 East Milham Avenue Portage, MI 49002
BY: 	BY: 
PRINTED NAME: Jeff R. Branick	PRINTED NAME: Matthew Henry
TITLE: Jefferson County Judge	TITLE: Lead Contract Administrator
DATE: June 4, 2018	DATE: May 30, 2018

ATTEST 
DATE 6/4/18



ATTACHMENT 2 – ACCEPTANCE FORMS

ACCEPTANCE FORM 1 – SCANNING (BILLING ACCEPTANCE FORM) INITIAL DELIVERY ACCEPTANCE CRITERIA

Purpose

The purpose of this acceptance form is for the County to provide acceptance of scanning services and billing for this project.

Outputs

TRTA has completed the services as detailed in this SOW. Scanning services for this project were completed on the following date: _____

Billing

The County agrees to be billed for 75% of the value of this batch, as follows:

Item	Actual Quantity	Unit Price	Actual Total Price
Phase 1 - Scan 300dpi JPEG & convert to TIFF	30,000 images	\$0.075	
Phase 2 – Scan 300dpi JPEG & convert to TIFF	27,000 images	\$0.15	
USB hard drive, copying and backup	2	\$250.00	
USB hard drive shipment	1	\$25.00	
Actual Total Project Price			
75% of Actual Total Project Price			

Signatures

By signing this acceptance document, the County and TRTA Gov agree to the outputs specified above. The County also agrees to be billed for the total due shown above. The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 510 East Milham Avenue Portage, MI 49002
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

**ACCEPTANCE FORM 2 –
SCANNING (BILLING ACCEPTANCE FORM)
FINAL DELIVERY ACCEPTANCE CRITERIA**

Purpose

The purpose of this acceptance form is for the County to provide final acceptance of scanning services and billing for this project.

Outputs

- The County has completed the thirty-calendar-day review and verification of the images.
- The County has documented all errors discovered within the thirty-calendar-day review period.
- TRTA Gov has remediated all submitted errors within the ten-business-day remediation period.

These items were completed on the following date: _____

Billing

The County agrees to be billed for 25% of the value of this batch, as follows:

Actual Total Project Price	
25% of Actual Total Project Price	

Signatures

By signing this acceptance document, the County and TRTA Gov agree to the outputs specified above. The County also agrees to be billed for the total due shown above. The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 510 East Milham Avenue Portage, MI 49002
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 3 –
PROJECT FINAL ACCEPTANCE CRITERIA (NON-BILLING ACCEPTANCE FORM)

Purpose

The purpose of this acceptance form is for the County to agree that this project is complete.

Outputs

- TRTA Gov has completed all the services detailed in this SOW;
- The project detailed in this SOW is complete.

These services were completed on the following date: _____

Signatures

By signing this acceptance document, the County and TRTA Gov agree that the project detailed in this SOW is complete. The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 510 East Milham Avenue Portage, MI 49002
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

Fran Lee

From: Alex Rupp <arupp@co.jefferson.tx.us>
Sent: Tuesday, May 29, 2018 4:55 PM
To: 'Fran Lee'
Cc: Rhonda Brode; 'Becky Fuselier'; 'Jeff Branick'
Subject: Budget Transfer

Fran, per our conversation this afternoon, I need to request a Budget Transfer for the following:

Acct	Acct Name	Debit	Credit
510.7091.463.10-02	Assistants & Clerks		17,000.00
510.7091.463.10-71	Hangar Crew		35,000.00
510.7091.463.10-72	Maint Crew		23,000.00
510.7091.463.60-13	Capital - Cooling & Heating	75,000.00	

One of the two chillers at the Main Terminal is beyond repair and needs to be replaced.

Please let me know if you have any questions.

Thank you,

Alex Rupp
 Jack Brooks Regional Airport
 5000 Jerry Ware Dr, Suite 100
 Beaumont, TX 77705
 Tel 409.719.4900
 Fax 409.722.2830

Like us on FaceBook!!

Flights Daily to DFW via American Eagle.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	124.05	447057	124.05**
ROAD & BRIDGE PCT.#1			
FUNCTION 4 LLC	19.41	447155	19.41**
ROAD & BRIDGE PCT.#2			
CERTIFIED LABORATORIES	229.00	447018	
CASH ADVANCE ACCOUNT	720.69	447034	
THE MUFFLER SHOP	14.00	447040	
DEPARTMENT OF INFORMATION RESOURCES	.05	447070	
MARTIN PRODUCT SALES LLC	60.00	447097	
ATSCO	79.94	447105	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	447133	
FUNCTION 4 LLC	24.96	447155	1,278.14**
ROAD & BRIDGE PCT. # 3			
HILO / O'REILLY AUTO PARTS	200.52	447009	
AUDILET TRACTOR SALES	283.50	447016	
BEAUMONT ENTERPRISE	159.90	447026	
FARM & HOME SUPPLY	68.99	447027	
LOUIS' YAZOO SALES & SERVICE, LLC	203.50	447037	
MUNRO'S	38.40	447041	
OFFICE DEPOT	188.19	447044	
AT&T	73.17	447052	
WEAVER, FALGOUT, & CARRUTH, INC.	19.74	447059	
STRATTON INC.	69.64	447060	
TEXAS GAS SERVICE	138.19	447084	
BUMPER TO BUMPER	136.24	447088	
NORTHERN TOOL AND EQUIPMENT	26.15	447121	
FELIX AAA AUTO & TRUCK PARTS LLC	73.14	447144	
FUNCTION 4 LLC	38.82	447155	1,718.09**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	40.82	447019	
ENERGY	910.83	447030	
KAY ELECTRONICS, INC.	35.00	447035	
M&D SUPPLY	38.13	447038	
MUNRO'S	92.09	447041	
OFFICE DEPOT	360.25	447044	
DEPARTMENT OF INFORMATION RESOURCES	.04	447070	
GULF COAST	111.52	447151	
FUNCTION 4 LLC	63.73	447155	1,652.41**
ENGINEERING FUND			
OFFICE DEPOT	91.73	447044	
UNITED STATES POSTAL SERVICE	4.47	447074	
FUNCTION 4 LLC	127.84	447155	224.04**
PARKS & RECREATION			
FARM & HOME SUPPLY	34.35	447027	
ENERGY	377.98	447030	
BK INDUSTRIAL SOLUTIONS LLC	19.04	447142	431.37**
GENERAL FUND			
TAX OFFICE			
DEPARTMENT OF INFORMATION RESOURCES	.03	447070	
UNITED STATES POSTAL SERVICE	516.61	447074	
FUNCTION 4 LLC	102.60	447155	619.24*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.41	447074	
FUNCTION 4 LLC	19.41	447155	19.82*
AUDITOR'S OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	400.42	447044	
UNITED STATES POSTAL SERVICE	2.45	447074	
FUNCTION 4 LLC	19.41	447155	422.28*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	14.00	447036	
OFFICE DEPOT	65.23	447044	
UNITED STATES POSTAL SERVICE	274.95	447074	
FUNCTION 4 LLC	291.99	447155	646.17*
COUNTY JUDGE			
CATHERINE BRUNEY	500.00	447032	
UNITED STATES POSTAL SERVICE	.82	447074	
JEFF R BRANICK	556.53	447100	
JAN GIROUARD & ASSOCIATES LLC	600.00	447147	
FUNCTION 4 LLC	19.41	447155	1,676.76*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.15	447074	
FUNCTION 4 LLC	19.41	447155	20.56*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	172.49	447074	
FUNCTION 4 LLC	92.04	447155	264.53*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	333.16	447155	333.16*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	85.68	447074	
FUNCTION 4 LLC	19.41	447155	105.09*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	25.00	447034	
OFFICE DEPOT	552.72	447044	
OLMSTED-KIRK PAPER	2,228.00	447045	
ADVANCED STAFFING	97.50	447064	
RAPE & SUICIDE CRISIS OF SET, INC.	10,000.00	447109	
SAM'S CLUB DIRECT	15.92	447123	12,919.14*
DATA PROCESSING			
OFFICE DEPOT	283.56	447044	
CDW COMPUTER CENTERS, INC.	79.34	447067	
SHI GOVERNMENT SOLUTIONS, INC.	253.00	447076	
FUNCTION 4 LLC	19.41	447155	635.31*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	121.91	447074	
FUNCTION 4 LLC	19.41	447155	141.32*
ELECTIONS DEPARTMENT			
DEPARTMENT OF INFORMATION RESOURCES	.05	447070	
FUNCTION 4 LLC	75.34	447155	75.39*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	146.07	447074	
FUNCTION 4 LLC	133.11	447155	279.18*
DISTRICT CLERK			
CURTIS 1000, INC.	830.94	447024	
OFFICE DEPOT	349.36	447044	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	562.40 19.41	447074 447155	1,762.11*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	800.00	447011	
JOHN D WEST	2,500.00	447072	
UNITED STATES POSTAL SERVICE	10.17	447074	
JAMES R. MAKIN, P.C.	6,975.00	447117	
WILLIAM MARCUS WILKERSON	900.00	447125	
TURK LAW FIRM	600.00	447126	
SAMUEL & SON LAW FIRM PLLC	900.00	447137	
FUNCTION 4 LLC	122.48	447155	12,807.65*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	.41 19.41	447074 447155	19.82*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	11.57 19.41	447074 447155	30.98*
136TH DISTRICT COURT			
FUNCTION 4 LLC	19.41	447155	19.41*
172ND DISTRICT COURT			
FUNCTION 4 LLC	19.41	447155	19.41*
252ND DISTRICT COURT			
GAYLYN COOPER	800.00	447010	
UNITED STATES POSTAL SERVICE	157.67	447074	
FUNCTION 4 LLC	19.41	447155	977.08*
279TH DISTRICT COURT			
DAVID GROVE	150.00	447012	
PHILLIP DOWDEN	650.00	447014	
CHARLES ROJAS	450.00	447069	
UNITED STATES POSTAL SERVICE	.47	447074	
LANGSTON ADAMS	325.00	447082	
JOEL WEBB VAZQUEZ	150.00	447087	
KIMBERLY PHELAN, P.C.	225.00	447093	
BRITTANIE HOLMES	150.00	447124	
MELANIE AIREY	150.00	447140	
FUNCTION 4 LLC	19.41	447155	2,269.88*
317TH DISTRICT COURT			
FUNCTION 4 LLC	19.41	447155	19.41*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	52.00	447044	
CDW COMPUTER CENTERS, INC.	271.59	447067	
UNITED STATES POSTAL SERVICE	28.89	447074	
FUNCTION 4 LLC	24.96	447155	377.44*
JUSTICE COURT-PCT 1 PL 2			
FUNCTION 4 LLC	19.41	447155	19.41*
JUSTICE COURT-PCT 4			
OFFICE DEPOT	486.89	447044	
DEPARTMENT OF INFORMATION RESOURCES	.58	447070	
FUNCTION 4 LLC	24.96	447155	512.43*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	50.72 19.41	447074 447155	70.13*
JUSTICE COURT-PCT 7			
AT&T DEPARTMENT OF INFORMATION RESOURCES	31.93 .18	447052 447070	32.11*
JUSTICE OF PEACE PCT. 8 FUNCTION 4 LLC	19.41	447155	19.41*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	1.22 68.20	447074 447155	69.42*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC UNITED STATES POSTAL SERVICE ANTOINE FREEMAN FUNCTION 4 LLC	255.00 2.45 250.00 19.41	447011 447074 447104 447155	526.86*
COUNTY COURT AT LAW NO. 3			
CHARLES ROJAS UNITED STATES POSTAL SERVICE ANTOINE FREEMAN FUNCTION 4 LLC	250.00 4.08 250.00 19.41	447069 447074 447104 447155	523.49*
COURT MASTER FUNCTION 4 LLC	19.41	447155	19.41*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	1.63 19.41	447074 447155	21.04*
COMMUNITY SUPERVISION FUNCTION 4 LLC	77.64	447155	77.64*
SHERIFF'S DEPARTMENT			
JEFFERSON CTY. SHERIFF'S DEPARTMENT MOORE SUPPLY, INC. OFFICE DEPOT AT&T KEESHA GUILLORY DEPARTMENT OF INFORMATION RESOURCES UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	323.00 551.50 136.40 305.21 300.00 538.16 1,237.04 221.84	447033 447039 447044 447052 447065 447070 447074 447155	3,613.15*
CRIME LABORATORY			
FED EX HENRY SCHEIN, INC. T.A.P.E.I.T. TREASURER CAYMAN CHEMICAL COMPANY SILSBEE FORD INC FUNCTION 4 LLC	128.20 360.44 700.00 71.00 24,625.50 24.96	447028 447049 447081 447113 447134 447155	25,910.10*
JAIL - NO. 2			
AAA LOCK & SAFE COASTAL WELDING SUPPLY COBURN'S, BEAUMONT BOWIE (1) ECOLAB W.W. GRAINGER, INC. CASH ADVANCE ACCOUNT KIRKSEY'S SPRINT PRINTING	100.00 264.30 304.50 399.90 323.20 1,639.73 24.95	447008 447022 447023 447025 447029 447034 447036	

NAME	AMOUNT	CHECK NO.	TOTAL
M&D SUPPLY	246.11	447038	
MOORE SUPPLY, INC.	212.73	447039	
OFFICE DEPOT	1,067.35	447044	
SANITARY SUPPLY, INC.	3,175.25	447048	
AT&T	975.41	447052	
TEXAS DEPT OF AGRICULTURE	125.00	447056	
ULINE SHIPPING SUPPLY SPECIALI	182.08	447058	
COKER DOORS & MOLDING CO.	1,240.00	447063	
ADVANCED SYSTEMS & ALARM SERVICES,	192.00	447068	
DEPARTMENT OF INFORMATION RESOURCES	1.83	447070	
LOWE'S HOME CENTERS, INC.	106.10	447080	
UNITED RENTALS	246.75	447090	
AIRPORT GULF TOWING LLC	95.00	447094	
BELT SOURCE	77.15	447096	
ACT PIPE AND SUPPLY	228.65	447106	
MHC DATACOMM	1,591.69	447108	
INTERSTATE ALL BATTERY CENTER - BMT	159.92	447110	
INDEPENDENT STATIONERS	312.54	447118	
MATERA PAPER COMPANY INC	9,039.70	447129	
THOMSON REUTERS-WEST	4,267.82	447130	
KROPP HOLDINGS INC	1,011.37	447132	
GALLS LLC	55.00	447143	
TEXAS DEPARTMENT OF AGRICULTURE	150.00	447145	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	50.00	447148	
IMPACT WASTE LLC	360.00	447150	
FUNCTION 4 LLC	354.97	447155	
FOOD MARKETING CONCEPTS INC	19,534.82	447157	
BIMBO BAKERIES USA INC	1,768.96	447158	
CORRHEALTH LLC	78,900.85	447162	
			128,785.63*
JUVENILE PROBATION DEPT.			
FED EX	22.26	447028	
UNITED STATES POSTAL SERVICE	8.26	447074	
LYNN BIERHALTER	98.10	447095	
FUNCTION 4 LLC	38.82	447155	
			167.44*
JUVENILE DETENTION HOME			
AAA LOCK & SAFE	600.00	447008	
AMERICAN RED CROSS, INC.	140.00	447015	
SANITARY SUPPLY, INC.	849.64	447048	
ATTABOY TERMITE & PEST CONTROL	80.00	447111	
FUNCTION 4 LLC	63.73	447155	
			1,733.37*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	41.35	447074	
FUNCTION 4 LLC	89.62	447155	
			130.97*
CONSTABLE-PCT 4			
FUNCTION 4 LLC	19.41	447155	
TND WORKWEAR CO LLC	393.90	447156	
BLUE360 MEDIA	64.25	447160	
			477.56*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	20.60	447074	
THOMSON REUTERS-WEST	135.00	447130	
FUNCTION 4 LLC	19.41	447155	
			175.01*
CONSTABLE PCT. 7			
DEPARTMENT OF INFORMATION RESOURCES	.02	447070	
			.02*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	89.56	447155	
			89.56*
COUNTY MORGUE			
A1 FILTER SERVICE COMPANY	414.00	447122	
			414.00*
AGRICULTURE EXTENSION SVC			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	55.47	447155	55.47*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	1,500.00	447017	
CLAYBAR FUNERAL HOME, INC.	999.00	447021	
ENTERGY	70.00	447031	
OFFICE DEPOT	309.51	447044	
UNITED STATES POSTAL SERVICE	76.09	447074	
PROCTOR'S MORTUARY INC	1,500.00	447114	
FUNCTION 4 LLC	103.29	447155	4,557.89*
HEALTH AND WELFARE NO. 2			
OFFICE DEPOT	234.99	447044	
AT&T	31.93	447052	
MARY STAGG	60.99	447085	
FUNCTION 4 LLC	38.82	447155	366.73*
NURSE PRACTITIONER			
LESLIE LITTLE	150.00	447139	
FUNCTION 4 LLC	19.41	447155	169.41*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	1,159.15	447077	
J.C. PENNEY'S	4,489.85	447078	
SEARS COMMERCIAL CREDIT	583.52	447079	6,232.52*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	332.92	447044	
AT&T	31.93	447052	
DEPARTMENT OF INFORMATION RESOURCES	.19	447070	
FUNCTION 4 LLC	89.62	447155	454.66*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	1,723.80	447131	1,723.80*
MAINTENANCE-BEAUMONT			
ENTERGY	6,792.39	447030	
M&D SUPPLY	57.73	447038	
RITTER @ HOME	58.19	447046	
ACE IMAGEWEAR	199.03	447051	
AT&T	226.52	447052	
DEPARTMENT OF INFORMATION RESOURCES	663.51	447070	
AT&T	13,047.61	447146	
CONVERGEONE INC	8,920.00	447149	
FUNCTION 4 LLC	19.41	447155	
ADVANTAGE INTEREST INC	155.00	447159	30,139.39*
MAINTENANCE-PORT ARTHUR			
AT&T	1,363.08	447052	
DEPARTMENT OF INFORMATION RESOURCES	.30	447070	
FUNCTION 4 LLC	38.82	447155	1,402.20*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	62.44	447020	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	447133	
FUNCTION 4 LLC	19.41	447155	2,007.37*
SERVICE CENTER			
FUNCTION 4 LLC	19.41	447155	19.41*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	1.84	447074	

NAME	AMOUNT	CHECK NO.	TOTAL
HILARY GUEST	200.34	447083	
FUNCTION 4 LLC	66.56	447155	
			268.74*
			247,246.89**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	28.64	447013	
CITY OF NEDERLAND	52.29	447020	
MUNRO'S	55.70	447041	
SANITARY SUPPLY, INC.	12.65	447048	
TIME WARNER COMMUNICATIONS	81.17	447055	
FASTENAL	54.15	447066	
DEPARTMENT OF INFORMATION RESOURCES	.27	447070	
FUNCTION 4 LLC	19.41	447155	
			304.28**
FEMA EMERGENCY			
UNITED RENTALS	1,737.97	447091	
UNITED RENTALS	1,100.80	447092	
AERIAL ACCESS EQUIPMENT	5,620.00	447098	
AERIAL ACCESS EQUIPMENT	6,770.00	447099	
ASCO	9,396.25	447128	
			24,625.02**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	19.41	447155	
			19.41**
LAW LIBRARY FUND			
STATE BAR OF TEXAS	98.00	447053	
LEXIS-NEXIS	1,116.34	447075	
THOMSON REUTERS-WEST	191.84	447130	
FUNCTION 4 LLC	19.41	447155	
			1,425.59**
EMPG GRANT			
CASH ADVANCE ACCOUNT	1,168.64	447034	
			1,168.64**
GRANT A STATE AID			
OFFICE DEPOT	166.76	447044	
HAYS COUNTY	3,726.00	447062	
			3,892.76**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	338.01	447044	
DEPARTMENT OF INFORMATION RESOURCES	1.91	447070	
UNITED STATES POSTAL SERVICE	79.95	447074	
JCCSC	17.00	447116	
			436.87**
JEFF. CO. WOMEN'S CENTER			
SYSCO FOOD SERVICES, INC.	1,479.16	447054	
DEPARTMENT OF INFORMATION RESOURCES	.34	447070	
BEN E KEITH FOODS	1,246.14	447086	
MATERA PAPER COMPANY INC	276.97	447129	
GLOBAL TEL*LINK CORP	1,000.00	447138	
FUNCTION 4 LLC	38.82	447155	
			4,041.43**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	24.96	447155	
			24.96**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	22.19	447155	
			22.19**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	171.53	447067	
			171.53**
CONST. PCT. 8 EDUCATION			

NAME	AMOUNT	CHECK NO.	TOTAL
JOHN WILLIS	225.00	447127	225.00**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	45.73	447041	
TRI-CITY COFFEE SERVICE	99.00	447057	
WILDSEED FARMS	129.00	447061	
DEPARTMENT OF INFORMATION RESOURCES	7.96	447070	
UNITED STATES POSTAL SERVICE	13.35	447074	
JOSEPH SEMIEN	14.72	447101	
COUNTY HOME AND RANCH LP	52.95	447120	
MATERA PAPER COMPANY INC	150.30	447129	
FUNCTION 4 LLC	87.36	447155	600.37**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	38.82	447155	38.82**
AIRPORT FUND			
HILO / O'REILLY AUTO PARTS	68.75	447009	
CITY OF NEDERLAND	486.70	447020	
DEPARTMENT OF INFORMATION RESOURCES	.07	447070	
BLUE GLOBES	4,018.74	447103	
UNIFIRST HOLDINGS INC	145.83	447112	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	104.26	447135	
EASTERN AVIATION FUELS INC	40,469.77	447136	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	34.95	447141	
FUNCTION 4 LLC	38.82	447155	45,367.89**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	133,225.77	447115	
EXPRESS SCRIPTS INC	70,719.70	447161	203,945.47**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,777.75	447089	3,777.75**
SHERIFF'S FORFEITURE FUND			
GALLS LLC	461.25	447143	461.25**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,320.00	446983	
CLEAT	288.00	446984	
JEFFERSON CTY. TREASURER	13,992.12	446985	
RON STADTMUELLER - CHAPTER 13	150.00	446986	
INTERNAL REVENUE SERVICE	150.00	446987	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,320.00	446988	
JEFFERSON CTY. COMMUNITY SUP.	9,325.09	446989	
JEFFERSON CTY. TREASURER - HEALTH	513,181.83	446990	
JEFFERSON CTY. TREASURER - GENERAL	10.00	446991	
JEFFERSON CTY. TREASURER - PAYROLL	1,686,165.84	446992	
JEFFERSON CTY. TREASURER - PAYROLL	585,501.80	446993	
MONY LIFE INSURANCE OF AMERICA	116.23	446994	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,430.85	446995	
TGSLC	182.33	446996	
US DEPARTMENT OF EDUCATION	214.63	446997	
JEFFERSON CTY. TREASURER - TCDRS	635,959.04	446998	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,564.99	446999	
JEFFERSON COUNTY TREASURER	2,817.78	447000	
JEFFERSON COUNTY - TREASURER -	6,815.19	447001	
NECHES FEDERAL CREDIT UNION	43,801.81	447002	
JEFFERSON COUNTY - NATIONWIDE	52,956.45	447003	
WILLIAM E HEITKAMP	748.53	447004	
JOHN TALTON	2,066.15	447005	
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	447006	
BELINDA M ZURITA	230.77	447007	
JEFFERSON CTY. TREASURER - PAYROLL	39,183.00	447163	3,616,542.28**
GUARDIANSHIP FEE			

NAME	AMOUNT	CHECK NO.	TOTAL
DUNHAM HALLMARK PLLC	300.00	447119	300.00**
MARINE DIVISION			
CITY OF NEDERLAND	10.00	447020	
RITTER @ HOME	60.55	447046	
RALPH'S INDUSTRIAL ELECTRONICS	22.95	447047	
SETZER HARDWARE, INC.	222.07	447050	
AUTO TRIM EXPRESS	420.00	447071	
THE DINGO GROUP-PETE JORGENSEN MARI	1,773.25	447102	
C & I OIL COMPANY INC	12,658.73	447107	
			15,167.55**
			4,175,253.46***

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Thursday, May 24, 2018 1:17 PM
To: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us)
Cc: Don Rao (drao@co.jefferson.tx.us); 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us); 'Commissioner Sinegal'; 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); 'Judge Branick'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); ggross@co.jefferson.tx.us; 'Mike Trahan' (mtrahan@co.jefferson.tx.us); Don King (dking@fittzshipman.com)
Subject: The Cove at Taylor Landing - Phase 2 Revised Final Construction Plans for Approval
Attachments: The Cove at Taylor Landing Ph.2 Revised Final Construction Plans Cover Sheet For Comm Court.pdf; The Cove at Taylor Landing Phase 2 Revised Final Construction Plans for Approval_Letter 5-22-2018.pdf; The Cove at Taylor Landindg Ph II Letters 4-30-2018.pdf

Commissioner Weaver,

Attached is a PDF of the paving, drainage sanitary sewer, water line and lift station to serve The Cove at Taylor Landing - Phase 2 Revised Final Construction Plans for Approval . This subdivision is located off of Country Club Drive and Elizabeth Drive in Precinct #2. This subdivision is in the City of Port Arthur ETJ. These plans have reviewed by Jefferson County Engineering and City of Port Arthur.

I will be placing this plat on the Agenda for Monday, June 4th, 2018.

If you have any questions please contact either Don or myself.

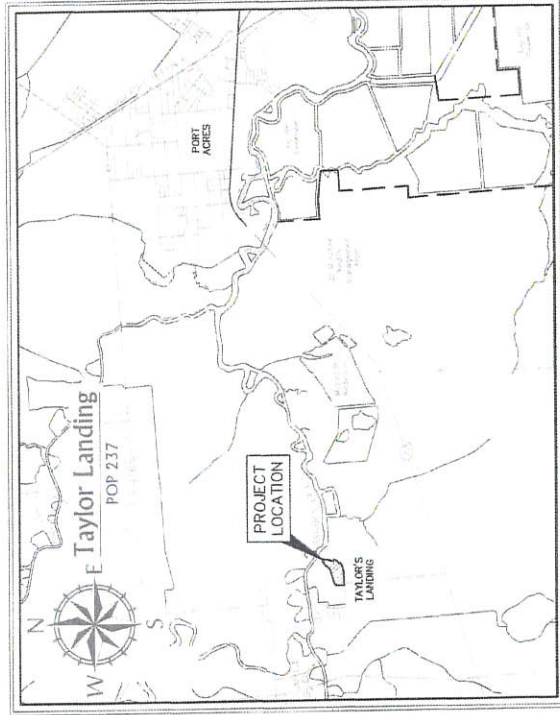
Pepe Dominguez

Pepe Dominguez
 Jefferson County Engineering
 1149 Pearl 5th Floor
 Beaumont, TX 77701
 Offc. 409 835-8584
 Fax. 409 835-8718
 email: peped@co.jefferson.tx.us

PAVING, DRAINAGE, SANITARY SEWER, WATER LINE AND LIFT STATION
TO SERVE

The Cove at Taylor Landing

PHASE II



VICINITY MAP
SCALE: 1" = 2,000'

WITHIN
JEFFERSON COUNTY, TEXAS
CITY OF PORT ARTHUR E.T.J.

APPROVED BY:

CITY OF PORT ARTHUR
CITY MANAGER - HARVEY ROBINSON

Armando Gutierrez
ARMANDO GUTIERREZ, P.E.
DIRECTOR OF PUBLIC WORKS
DATE: 4-18-2018

Donald Stanton
ASST. DIRECTOR OF UTILITIES
DONALD STANTON
DATE: 4-19-18

STATE OF TEXAS - JEFFERSON COUNTY

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE
DATE OF _____ A.D. 2018, AUTHORIZING THE APPROVAL OF PLANS
FOR CONSTRUCTION OF ROADWAYS AND DRAINAGE. JEFFERSON COUNTY ASSUMES
NO OBLIGATION FOR THE MAINTENANCE OF STREETS/ROADS, DRAINAGE, OR ANY
OTHER IMPROVEMENTS.

EDDIE ARNOLD
COMMISSIONER, PRECINCT 1
JEFFERSON COUNTY, TEXAS
BRENT WEAVER
COMMISSIONER, PRECINCT 2
JEFFERSON COUNTY, TEXAS

MICHAEL SINEGAL
COMMISSIONER, PRECINCT 3
JEFFERSON COUNTY, TEXAS
EVERETTE "BO" ALFRED
COMMISSIONER, PRECINCT 4
JEFFERSON COUNTY, TEXAS

JEFF BRANICK
COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

DON RAO, DIRECTOR OF ENGINEERING
JEFFERSON COUNTY, TEXAS
DATE: _____



INDEX OF DRAWINGS

- C0.0 COVER SHEET
- C0.1 PRELIMINARY PLAT
- C1.0 DRAINAGE AREA PLAN
- C2.0 ALICE LANE P&P - STA. 14+00 - 6+50
- C3.0 ALICE LANE P&P - STA. 6+50 - 12+00
- C4.0 ALICE LANE P&P - STA. 12+00 - 17+50
- C5.0 ALICE LANE P&P - STA. 17+50 - 19+50
- C6.0 STORM LATERAL STA. 19+00 - ALICE LANE
- C7.0 ELEZBETH DRIVE P&P - STA. 0+00 - 6+00
- C8.0 ELEZBETH DRIVE P&P - STA. 6+00 - 12+80
- C9.0 EROSION CONTROL PLAN
- C10.0 GENERAL NOTES & DETAILS
- C11.0 LIFT STATION DETAILS
- C12.0 LIFT STATION DETAILS

CITY OF PORT ARTHUR DETAILS

- * C13.0 CURB AND GUTTER DETAILS
- * C14.0 PAVING DETAILS
- * C15.0 MANHOLE & TRENCHING DETAILS
- * C16.0 MAINLINE AND SERVICE TAP DETAILS
- * C17.0 SIDEWALK & DRIVEWAY DETAILS
- * C18.0 STORM SEWER DETAILS
- * C19.0 STREET CONSTRUCTION DETAILS

* THE STANDARD DETAILS SHOWN HAVE BEEN SELECTED
BY ME AND ARE APPLICABLE TO THIS PROJECT.

Fittz & Shipman

INC.

Consulting Engineers and Land Surveyors

1405 CORNERSTONE COURT • BEAUMONT, TEXAS • (409)832-7238 • FAX (409)832-7303
T.B.P.E. FIRM #1160 • T.X.L.S. FIRM #100186

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Thursday, May 24, 2018 8:00 AM
To: 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us)
Cc: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); Don Rao (drao@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); 'Jody Jannise' (jjannise@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); 'Adina Josey'; stacey@soutexsurveyors.com
Subject: Minor Plat of Tracts 21-A, 21-B and 21-C, 15.20 Acres of Land Part of the H.T. & B. Railroad Survey Section No. 1 , Abstract No. 138
Attachments: Minor Plat of Tracts 21-A, 21-B, & 21-C, part of the H.T.&B. Railroad Sec. No.1, Abs. 138 for Comm Court Approv.pdf; Minor Plat Tracts 21-A, 21-B & 21-C (City of Bmt ETJ Approval).pdf

Commissioner Arnold ,

Attached is a PDF of a Minor Plat of Tracts 21-A, 21-B and 21-C, 15.20 Acres of Land Part of the H.T. & B. Railroad Survey Section No. 1 , Abstract No. 138, located off Walden Road in Precinct #1. This plat is in the Beaumont ETJ, it was reviewed by the City of Beaumont Planning & Zoning Commission and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, June 4th, 2018.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
 Jefferson County Engineering
 1149 Pearl 5th Floor
 Beaumont, TX 77701
 Offc. 409 835-8584
 Fax. 409 835-8718
 email: peped@co.jefferson.tx.us



May 22, 2018

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701



Re: ETJ plats

Dear Mr. Dominguez:

Please see the enclosed minor plat of Tracts 21-A, 21-B & 21-C, part of the H.T. & B. Railroad Section No. 1, Abstract 138, Jefferson County, Texas. Please place this item on the Commissioner's Court agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at Adina.Josey@BeaumontTexas.gov.

Thank you,

A handwritten signature in black ink that reads "Adina Josey".

Adina Josey, CFM
Senior Planner
City of Beaumont

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Thursday, May 17, 2018 7:04 AM
To: 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us)
Cc: Don Rao (drao@co.jefferson.tx.us); 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Commissioner Alfred'; 'Judge Branick'; 'Jody Jannise'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); ggross@co.jefferson.tx.us; 'rpls5163@aol.com'
Subject: Tract 2C - 1.327 Acres of Land out of Tract 2A and 2B M.F. Felipe Lazarin Survey
Attachments: Tract 2C 1.327 Acres of Land out of Tr 2A & Tr 2B M.F. Felipe Lazarin Survey_ Comm Court.pdf

Commissioner Arnold ,

Attached is a PDF of a Tract 2C - 1.327 Acres of Land out of Tract 2A and 2B M.F. Felipe Lazarin Survey, located off Howard Road (a private road) in Precinct #1. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, June 4, 2018.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

**AGENDA ITEM****June 4, 2018**

Receive and file executed Inter-local Cooperation Contract between Jefferson County, Texas and the Spindletop Center regarding Mental Health Liaison officers.

**AGENDA ITEM****May 14, 2018**

Consider, possibly approve and authorize the County Judge to execute an Inter-local Cooperation Contract between Jefferson County, Texas and the Spindletop Center regarding Mental Health Liaison officers. (This will serve to merge all pre-existing agreements.)

**STATE OF TEXAS
COUNTY OF JEFFERSON**

INTERLOCAL COOPERATION CONTRACT

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

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

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

I.

TERM OF AGREEMENT

The initial term of this **Agreement** shall begin on **July 1, 2018** and shall automatically renew on **September 1** of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the **Agreement** is executed by both parties or this **Agreement** is terminated.

II.

SERVICES

Center is designated as a mental health and intellectual and developmental disability local authority by the Health and Human Services Commission (HHSC). Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of Jefferson, Orange, Chambers, and Hardin Counties, Texas. These activities sometimes involve coordination of activities with the judicial system. **Center** requests **County** to provide **Sheriff's** deputies as **Mental Health Liaisons** to assist in fulfilling the **Center's** mission.

Responsibilities of the County:

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

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

1. Be available for and assist the **Center** Continuity of Care team with County Jail and hospital follow-ups;
2. Be available for and assist the **Center** Mobile Crisis team when they respond to crisis calls in the community;
3. Be available for and assist the **Center** PATH and CSS teams when they respond to calls in the community;
4. Be available for and assist **Center** clinical staff when working with aggressive or difficult clients;
5. Provide required number of contacts as designated by the **Center**;
6. Serve as a **Liaison** between the Center, law enforcement, hospitals, and judicial entities
7. Collaborate with the **Center** on any additional training pertinent; and
8. Provide training to **Center**, law enforcement, hospitals, judicial entities, and the community as directed by the **Center**.

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

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

The **Liaisons** and other **County** personnel who provide services pursuant to this **Agreement** are **Employees** of the **County**, and the **County Sheriff** shall maintain supervisory control and command over such **Employees**.

Responsibilities of the Center:

The **Center** agrees to fund clinicians for the **Mental Health Liaison Program**. This staff's primary responsibilities will include:

- Responding to calls with the **Liaison** to perform crisis assessments;
- Responding to calls with the **Liaison** to provide crisis intervention services;
- Responding to calls with the **Liaison** to provide crisis follow-up services;
- Coordinating referrals with the **Liaison** to various **Center** and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a **Liaison** with the **Liaison** for law enforcement entities (such as police departments, local justices of the peace, and county judges) to the local community mental health system;
- Providing secure and adequate office space with designated locking file space to the **Liaison** to carry out his/her duties and permit access to all necessary facilities;

- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the **Liaison's** assignments or performance as soon as possible to the Jefferson County Sheriff, or his/her designee.

III. **TERMINATION**

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

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

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

IV. **DOCUMENTATION**

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

V. **CONFIDENTIALITY**

County must maintain the confidentiality of information received during the performance of this **Agreement**, including information that discloses confidential personal information or identifies any person served by **Center**, in accordance with applicable federal and state laws and **Center** rules.

VI. PAYMENT

For the services provided, the **Center** agrees to pay the **County** based on the **Sheriff's** compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Association.

The **Center** will pay one hundred percent (100%) of the cost to the **County** for supplying two (2) liaisons (deputies) to provide the law enforcement services; including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the **Agreement**. This payment will not exceed the total budgeted amount of One Hundred Thousand dollars (\$100,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the **Center** to the **County**.

The **County** will be responsible for one hundred percent (100%) of the cost for one (1) liaison (deputy) to provide the law enforcement services; including salaries, benefits, deferred liabilities, Texas Commission on Law Enforcement (TCOLE) training, the **County** may incur in providing the services of the Mental Health liaison (deputy) for the term of the **Agreement**.

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

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

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

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

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

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

VII.
BOOKS AND RECORDS

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

VIII.
CENTER CONTRACT REQUIREMENTS

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

An executed Business Associate Agreement (Exhibit "B") must be on file, in addition to, this **Agreement** pursuant to which **Center** may provide **County** with access to health information that is protected by state and/or federal law.

IX.
VENUE

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

X.
NOTICES

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

XI.
EXECUTION BY SHERIFF

The **Jefferson County Sheriff** signs this **Agreement** to evidence his/her willingness to abide by all terms and conditions imposed upon the **Sheriff's Office**.

Executed this 14th day of MAY, 2018.

SPINDLETOP CENTER

By: *Lisa Gibbs*
Printed Name: Lisa Gibbs
Chief Executive Officer

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

COUNTY OF JEFFERSON

JEFFERSON COUNTY SHERIFF'S OFFICE

By: *[Signature]*
Printed Name: _____
County Judge

By: *[Signature]*
Printed Name: _____
County Sheriff

Attest: *Carolyn L. Hunsby*
Printed Name: _____
County Clerk

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



I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF SPINDLETOP CENTER IN OPEN MEETING ON THE ___ DAY OF _____, 2018.

By: *Billy Pruett*
Printed Name: Billy PRUETT
Secretary to the Board of Trustees

EXHIBIT "A"
TAC §412.57

Texas Administrative Code

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

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

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

- (1) the contract term;
- (2) the community service(s) to be purchased;
- (3) the identification of all parties;
- (4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;
- (5) the method of payment;
- (6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:
 - (A) Title VI of the Civil Rights Act of 1964;
 - (B) Section 504 of the Rehabilitation Act of 1973;
 - (C) the Americans with Disabilities Act of 1990 (ADA); and
 - (D) the Age Discrimination in Employment Act of 1967;
- (7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;
- (8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws;
- (9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;
- (10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);
- (11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;
- (12) a dispute resolution process;

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

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

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

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

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

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

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

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

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

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, employees, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and

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

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

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

EXHIBIT "B"

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA"), is hereby entered into between Spindletop Center, ("Covered Entity"), and _____, ("Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into an agreement to provide _____ pursuant to which Covered Entity may provide Business Associate with access to health information that is protected by state and/ or federal law;

WHEREAS, Business Associate and Covered Entity desire that Business Associate obtain access to such information in accordance with the terms specified herein; and

NOW THEREFORE, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. Definitions. Unless otherwise specified in this BAA, all capitalized terms not otherwise defined shall have the meanings established in Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time, and/or in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. For purposes of clarification, the following terms shall have the definitions set forth below:
 - 1.1 "Privacy Rule" shall mean the standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
 - 1.2 "Security Rule" shall mean the standards of security requirements of the HIPAA regulations at 45. C.F.R. §§302 through 164.31.
2. Business Associate Obligations. Business Associate may receive from Covered Entity health information that is protected under applicable state and/ or federal law, including without limitation, Protected Health Information ("PHI"). Business Associate agrees not to Use or Disclose (or permit the Use or Disclosure of) PHI in a manner that would violate the requirements of the Privacy Rule or the Security Rule under HIPAA or HITECH, if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA. Business Associate agrees to not directly or indirectly receive payment in exchange for any PHI, unless Covered Entity obtained from the individual, who is the subject of the PHI, a signed written authorization specifically stating that the PHI can be exchanged for payment, or otherwise permitted by the limited exceptions as provided in HITECH §13405(d). Business Associate agrees to mitigate, to the extent reasonably possible, any harmful

effect that is known to Business Associate from any use or disclosure of PHI by Business Associate that is not authorized by this Agreement. Business Associate further agrees to mitigate, to the extent reasonably possible, any harmful effect that is known to Business Associate from any Security Incident or, after a reasonable investigation, would be known to Business Associate.

3. Use of PHI. Business Associate may use PHI as necessary (i) for performing services set out in the Underlying Agreement, or (ii) for carrying out its legal responsibilities, provided in each case that such Uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
4. Disclosure of PHI. Business Associate may Disclose PHI as necessary (i) to perform services under the Underlying Agreement, or (ii) to carry out its legal responsibilities, provided that either (a) the Disclosure is Required by Law or (b) the Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and such person agrees to immediately notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
5. Reports. Business Associate agrees to report to Covered Entity:
 - 5.1 Any Use or Disclosure of PHI not authorized by this BAA within five (5) days of the Business Associate becoming aware of such unauthorized Use or Disclosure;
 - 5.2 Any Security Incident within five (5) days of the Business Associate becoming aware of the Security Incident; and,
 - 5.3 Any Breach of Unsecured PHI Discovered by Business Associate, to the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, Uses or Discloses Unsecured PHI, unless delayed for law enforcement purposes, without delay and in no case later than five (5) calendar days after Discovery of the Breach, and shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or Disclosed during such Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) or as soon thereafter as information becomes available.

6. Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing in accordance with 45 C.F.R. § 164.504(e)(1)(i) that the Recipient will appropriately safeguard the information by imposing, at minimum, the same restrictions and conditions that apply to the Business Associate under this BAA.
7. Individual Rights to Access and Amendment.
 - 7.1 Access. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall permit an Individual to inspect or copy PHI contained in that set about the Individual in accordance with the Privacy Rule set forth in 45 C.F.R. § 164.524, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.524, as determined by the Covered Entity. In the event a Business Associate uses or maintains an Electronic Health Record on behalf of Covered Entity, then, as of the date required by HITECH, an Individual's right of access under 45 C.F.R. § 164.524 shall include the right to obtain a copy of the PHI in an electronic format and, if the Individual chooses in a clear, conspicuous and specific manner, to direct the Business Associate to transmit such copy to any person designated by the Individual. Business Associate shall respond to any request from Covered Entity for access by an Individual within five (5) days of such request unless otherwise agreed to by Covered Entity. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost based fee may be charged for copying PHI or providing a summary of PHI in accordance with 45 C.F.R. § 164.524(c)(4), provided that any such fee relating to a copy or summary of PHI provided in an electronic form may not be greater than the labor costs incurred in response to the request for the copy or summary.
 - 7.2 Amendment. Business Associate shall accommodate an Individual's right to amend PHI or a record about the Individual in a Designated Record Set in accordance with the Privacy Rule set forth at 45 C.F.R. § 164.526, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.526, as determined by the Covered Entity. Covered Entity shall determine whether a denial to an amendment request is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for amendment by an Individual and shall make any amendment requested by Covered Entity within ten (10) days of such request. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.
8. Accounting of Disclosures.
 - 8.1 General Accounting Provisions. Business Associate shall make available to Covered Entity in response to a request from an Individual, information required for an accounting of Disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time,

unless an exception to such Accounting exists under 45 C.F.R. § 164.528. Such Accounting is limited to Disclosures that were made in the six (6) years prior to the request and shall not include any Disclosures that were made prior to the compliance date of the Privacy Rule. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Covered Entity's request.

8.2 *Special Provisions for Disclosures made through an Electronic Health Record.* As of the date required by HITECH, if Covered Entity uses or maintains an Electronic Health Record with respect to PHI and if Business Associate makes Disclosures of PHI for Treatment, Payment or Health Care Operations purposes through such Electronic Health Record, Business Associate will provide an accounting of Disclosures that Covered Entity has determined were for Covered Entity's Treatment, Payment and/or Health Care Operations purposes to Individuals who request an accounting directly from Business Associate. Any accounting made pursuant to this Section 8.2 shall be limited to Disclosures made in the three (3) years prior to the Individual's request for the accounting. The content of the accounting shall be in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time.

8.3 *Fees for an Accounting.* Any accounting provided under Section 8.1 or Section 8.2 must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request.

9. Withdrawal of Consent or Authorization. If the use or disclosure of PHI in this BAA is based upon an Individual's specific consent or authorization for the use of his or her PHI, and (i) the Individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the Use and Disclosure of any such Individual's PHI except to the extent it has relied on such Use or Disclosure, or where an exception under the Privacy Rule expressly applies.

10. Records and Audit. Business Associate shall make available to Covered Entity and to the Secretary of Health and Human Services ("Secretary") or her agents, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Privacy Rule and the Security Rule or any other health oversight agency, in a timely a manner designated by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests served upon Business Associate by or on behalf of any and all government authorities relating to PHI received from, or created or received by, Business Associate on behalf of Covered Entity.

11. Notice of Privacy Practices. Covered Entity shall provide to Business Associate its Notice of Privacy Practices ("Notice"), including any amendments to the Notice. Business Associate agrees that it will abide by any limitations set forth in the Notice, as it may be amended from time to time, of which it has knowledge. An amended Notice shall not affect permitted Uses and Disclosures on which Business Associate has relied prior to receipt of such Notice.
12. Security. Business Associate will (i) implement Administrative, Physical and Technical Safeguards that reasonably and appropriate protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under the Security Rule; and (ii) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information as required under the Security Rule. Further, as of the date required by HITECH, Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 with respect to such Administrative, Physical and Technical Safeguards.
13. Term and Termination.
- 13.1 This BAA shall commence on the effective date of the Agreement and shall remain in effect until terminated in accordance with the terms of this Section 13, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this BAA prior to the effective date of termination, all of which shall continue in accordance with their terms.
- 13.2 Covered Entity shall have the right to terminate this BAA for any reason upon thirty (30) days written notice to Business Associate.
- 13.3 Covered Entity, at its sole discretion, may immediately terminate this BAA and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:
- i) Business associate shall fail to observe or perform any material covenant or agreement contained in this BAA for ten (10) days after written notice thereof has been given to Business Associate by Covered Entity; or
 - ii) A violation by Business Associate of any provision of the Privacy Rule, Security Rule, or other applicable federal or state privacy law.
- 13.4 Upon the termination of negotiations for a possible business relationship with Covered Entity, this BAA shall terminate simultaneously without additional notice.
- 13.5 Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise created through the performance of the Agreement Services for

Covered Entity that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy", Business Associate shall continue to comply with the covenants in this BAA with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this BAA shall be cause for Covered Entity to terminate the Agreement.

14. Miscellaneous.

14.1 *Notice.* All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below.

Business Associate:

Attention: _____

Covered Entity:

Spindletop Center
655 S. 8th St.
Beaumont, TX 77701
Attention: CEO

- 14.2 *Waiver.* No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- 14.3 *Assignment.* Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this BAA without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
- 14.4 *Compliance with HITECH; Agreement to Amend BAA.* The parties agree that it is their intention (i) to comply with the privacy and security provisions contained in HITECH and (ii) to incorporate those provisions into this BAA to the extent required by HITECH. The parties further agree to amend this BAA to the extent necessary to comply with state and federal laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HITECH, and any regulations promulgated or other guidance issued pursuant to HIPAA and HITECH.
- 14.5 *Entire Agreement.* This BAA constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of any such later agreement(s), the terms of this BAA shall control unless the terms of such later agreement comply with the Privacy Rule and the Security Rule. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. This BAA is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this BAA, nor shall any third party have any rights as a result of this BAA.
- 14.6 *Governing Law.* This BAA shall be governed by and interpreted in accordance with the laws of the State where Covered Entity is located.
- 14.7 *Counterparts.* This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this BAA, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this BAA is sought.

AGREED AND ACKNOWLEDGED:

BUSINESS ASSOCIATE:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

COVERED ENTITY:

Spindletop Center

By: _____

Name: _____

Title: _____

Date: _____

Special, June 04, 2018

There being no further business to come before the Court at this time,
same is now here adjourned on this date, June 04, 2018