

*Notice of Meeting and Agenda and Minutes  
September 08, 2015*

**SPECIAL, 9/8/2015 1:30:00 PM**

BE IT REMEMBERED that on September 08, 2015, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**  
**September 08, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **08th** day of **September 2015** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

**PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three**

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**PURCHASING:**

1. Consider and possibly approve a turn-key installation purchase of a Gen-Tech Generator for the new Health & Welfare Building-Port Arthur, Texas from Gen-Tech, Inc. (GTI), in the amount of \$184,680.00. This purchase is in accordance with TXMAS Contract #11-56040. This project is funded by (TDRA – Round I Disaster Project Now Funded by GLO).

**SEE ATTACHMENTS ON PAGES 8 - 11**

**Action: TABLED**

**COUNTY AIRPORT:**

2. Consider and possibly approve FY2016 TxDOT Routine Airport Maintenance Program (RAMP) Grant for the Jack Brooks Regional Airport. This grant will be used for the maintenance and improvement of airport pavements, signage, drainage, fencing, herbicides, hangars and terminal buildings. This grant is a 50% match, up to \$50,000, for eligible expenses.

**SEE ATTACHMENTS ON PAGES 12 - 26**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

3. Consider and approve budget amendment - 279th District Court - additional cost for indigent defense.

120-2038-412-5079	JUVENILE ATTORNEY FEES	\$25,000.00	
120-1024-419-5078	VENUE CHANGE		\$25,000.00

**SEE ATTACHMENTS ON PAGES 27 - 27**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

4. Consider and approve budget transfer - JP Pct.6 - additional cost for extra help.

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120-2047-412-1005	EXTRA HELP	\$2,000.00	
120-2047-412-3084	MINOR EQUIPMENT		\$1,000.00
120-2047-412-5062	TRAVEL EXPENSE		\$1,000.00

**SEE ATTACHMENTS ON PAGES 28 - 28**

**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 budget transfer - Agriculture - additional cost for replacement of laptop.

120-4071-461-6002	COMPUTER EQUIPMENT	\$255.00	
120-4071-461-3084	MINOR EQUIPMENT		\$255.00

**SEE ATTACHMENTS ON PAGES 29 - 29**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

6. Consider and approve budget transfer - County Clerk - additional cost.

120-1014-414-5077	CONTRACTUAL SERVICE	\$885.00	
120-1014-414-3078	OFFICE SUPPLIES		\$885.00

**SEE ATTACHMENTS ON PAGES 30 - 30**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

7. Regular County Bills check #411439 through check #411704

**SEE ATTACHMENTS ON PAGES 31 - 39**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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**COUNTY COMMISSIONERS:**

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

**Action: TABLED**

9. Consider, possibly approve and authorize the County Judge to execute Amendment No. 2 to Contract No. 711281 between Jefferson County and the Texas Department of Agriculture (TDA) regarding first-time sewer service for the Cheek area.

**SEE ATTACHMENTS ON PAGES 40 - 46**

**Action: NONE**

10. Consider and possibly approve a Proclamation for Suicide Prevention Week.

**SEE ATTACHMENTS ON PAGES 47 - 48**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

11. Consider authorizing the County Judge to execute Partial releases of Abstract of Judgments and Partial Release of lien for Lot 7, in Block 5 of the Boulevard Heights Addition to the City of Port Arthur.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

12. Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas and the University of Texas Medical Branch at Galveston for the administration associated with primary care services and required hospital services to inmates of Jefferson County.

**SEE ATTACHMENTS ON PAGES 49 - 64**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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13. Consider and possibly approve the appointment of Ms. Melody Chappell (appointed by Commissioner Sinegal) to fill the vacancy of Mr. Wayne Morris on the Jefferson County Mosquito Control Board.

**scratched**

**Action: NONE**

14. Consider, possibly approve and authorize the County Judge to execute the SAVNS Maintenance Grant Contract No. 1660000 between Jefferson County, Texas and the Office of the Attorney General for FY September 1, 2015- August 31, 2016.

**SEE ATTACHMENTS ON PAGES 65 - 83**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

15. Consider and possibly approve the appointment of Deputy Reginald Boykin Sr. (appointed by Commissioner Sinegal) to fill the vacancy of Mr. Wayne Morris on the Jefferson County Mosquito Control Board.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY TAX ASSESSOR-COLLECTOR:**

16. Consider, possibly approve and authorize the County Judge to execute, receive and file an agreement between Jefferson County and Kroger Texas LP to issue motor vehicle license registration stickers.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**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.

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

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**Jeff R. Branick  
County Judge**



2451 Hilton CT, Suite B

Gainesville, GA, 30501

Phone: 678-971-5040

Fax: 706-677-3102

Email address: [general@gen-tech.net](mailto:general@gen-tech.net)

Web Site: [www.gen-tech.net](http://www.gen-tech.net)

EIN# 58-2646495 , Tax Exemption # 301294086, DUN# 046707944 ,MPIN CODE: gtlula109,

Cage Code: 4U9A2, GSA Contract Number: GS-07F-0494V

**8/11/15**

**TXMAS#**

11-56040

Generators

Marble,Falls,

TX,78654

877-228-

8238

Deborah L. Clark

Purchasing Agent

Jefferson County

409-835-8599      Office

409-728-1188      Cell

409-835-8456      Fax

GTI is pleased to offer Jefferson County the following turnkey project.

Location, Health & Welfare Building- Port Arthur.

**Scope of work:**

Install concrete pad with fencing and roof, 250 kw, 480v, towable generator set, 400 amp, ATS at generator set location, conduit for power cable between building utility disconnect, generator set and ATS. All labor and materials. Details continued.

**Site Preparation**

CONCRETE PAD FOR TOWABLE 250K KW GENERATOR SET PER IDENTIFIED LOCATION.  
PREP WORK FOR MOUNING AND INSTALL OF ATS  
DITCHING AND INSTALL OF CONDUIT BETWEEN PAD AND BUILDING

INSTALL OF PAD SITE FENCING TO ENCOMPASS GENERATOR SET AND ATS  
THREE SIDES FENCED WITH FOURTH SIDE AS LOAKCABLE GATE

INSTALL OF METAL ROOF OVER GEN SET AREA

INSTALL OF ATS

INSTALL OF WIREING IN CONDUIT

INSTALL OF STAINLES STEEL RACEWAY  
SET GEN SET ON PAD  
CONNECTING ALL WIRING BETWEEN GEN SET, ATS AND BUILDING  
SITE CLEAN UP  
NOTE : FUEL WILL BE SUPPLIED BY JEFFESON COUNTY  
  
SITE TEST AND TRAINING

## **Towable Generator set Description**

**Model: GTJ-600SB3**

**250KW Standby Rating**

Selectable Voltage, Three position

Factory Load Tested

Manufacturers Warranty

**Engine**

John Deere 6090HF484

385 Horsepower @ 1800 RPM

6 Cylinder, Turbo

ECU Controlled

**Alternator**

Marathon Model 432CSL6210

4 Pole, Brushless

150 Deg Temp Rise

Voltage Switchable: 480v 3Ph, 208v 3Ph, 120v 1Ph

**Enclosure**

Sound Attenuated Design

Steel Construction with Powdercoat Finish

Externally Routed Oil and Coolant Drains

**Exhaust**

Critical Grade

High Heat Black Finish

**Sub-Base Fuel Tank**

Single Wall Design

430 Gallons

24 Hour Runtime @ 100% Load

**Trailer**

Dual Axle

DOT Rated

3" Pintle Hitch

Electric Brakes

**Controls**

Digital Control Panel, MRS19

Displays All Unit Parameters and Safety Shutdowns

Easy to Use and Field Programmable

**Aux Connections**

Panel with Cam-Lock Connections

**Main Circuit Breaker**

1200 Amp

3 Pole

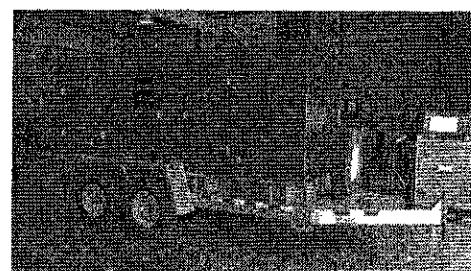
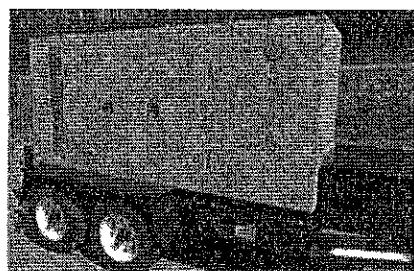
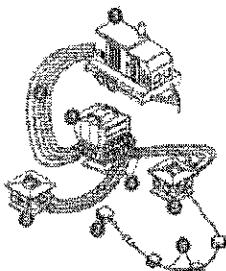
**Warranty**

Manufacturers Warranty, Standard 1 Year

Parts and Labor

No Deductible

Normal Wear and Maintenance Not Included

**SAMPLE PICTURES****ATS**

Open Transition, service entrance rated transfer switch consisting of the following features and accessories:

- ATV3LDC30400XRU
- 400 AMP with 3 Pole construction
- 277/480 Volts 3 phase 4W,
- Nema 3R Enclosure
- ATC-300+ controller
- Time Delay S1 to S2 Adj. 0-1800 sec.
- Time Delay Engine Start Adj. 0-120 sec.
- Time Delay S2 to S1 Adj. 0-1800 sec.
- Time Delay Engine Cooldown Adj. 0-1800 sec.
- S2 Sensing All Phase Undervoltage/Underfrequency
- S2 Sensing All Phase Overvoltage/Overfrequency
- Test Pushbutton
- Time Delay Engine Fail Adj. 0-6 sec
- Bypass TDEN
- Bypass TDNE
- LED Indicator, Normal Position
- LED Indicator, Emergency Position
- LED Indicator, S1 Available
- LED Indicator, S2 Available
- Normal Source Position Form C contacts

- Emergency Source Position Form C contacts
- "Go to S2" Input
- All Phase Undervoltage/Underfrequency
- All Phase Overvoltage/Overfrequency
- Aux. Contacts S1 Available
  - 2 form C
- Aux. Contacts S2 Available
  - 2 form C
- Auto Plant Exerciser
  - 1/7/14/28 Days
- S1 Sensing Phase Reversal
- S1 Sensing All Phase Voltage
  - Unbalance/phase loss
- Time Delay Neutral Adjustable
  - 0-120 sec (delayed transition)
- Pretransfer Signal Contacts
  - (1 Form C)
- IBC/CBC Seismic Qualified
- RS485 Modbus Communication
- UL1008 Listed
- C-UL-US Listed
- 12L-Indicating Lights Normal (S1)
  - Source Tripped
- 16N-Overcurrent Protection Normal (S1)
- 37A-Suitable for service
  - entrance w/o ground fault
- 41A-100W Space Heater with
  - Thermostat
- Normal Source Terminals:
  - (1) 4/0-600 CU/AL
- Emergency Source Terminals:
  - (1) 4/0-600 CU/AL
- Load Side Source Terminals:
  - (2) #1-500 CU/AL
- Neutral Source Terminals:
  - (6) 250-350 CU/AL
- CONNECTORS FOR GEN SET

**TOTAL NET PRICE** \$ 184,680.00

Upon order, a advance payment of \$48,400.00 is required to cover the description in Site Preparation. The balance, \$136,280.00 is due upon delivery of generator set.

If PO can be issued this week, work on site will begin in approximately two weeks. Estimated completion in 90 to 120 days.

GTI appreciates this opportunity,

M. Eric Sosa, SPC  
Gen-Tech  
410-714-3234

**AGENDA ITEM****September 8, 2015**

Consider and possibly approve FY2016 TxDOT Routine Airport Maintenance Program (RAMP) Grant for the Jack Brooks Regional Airport. This grant will be used for the maintenance and improvement of airport pavements, signage, drainage, fencing, herbicides, hangars and terminal buildings. This grant is a 50% match, up to \$50,000, for eligible expenses.

**TEXAS DEPARTMENT OF TRANSPORTATION  
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

**(State Assisted Airport Routine Maintenance)**

**TxDOT CSJ No.: M1620BMPT**

**Part I - Identification of the Project**

TO: The County of Jefferson, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Jefferson, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Jack Brooks Regional Airport.

**Part II - Offer of Financial Assistance**

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

Work shall be accomplished by August 31, 2016, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

### **Part III - Sponsor Responsibilities**

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
  - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
  - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
  - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
  - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
  - i. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

#### **PART IV - Nomination of the Agent**

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
  - b. enter into contracts as necessary for execution of scope of services;
  - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

#### **PART V - Recitals**

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

**Part VI - Acceptances****Sponsor**

The County of Jefferson, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The County of Jefferson, Texas  
Sponsor

---

Witness Signature

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Sponsor Signature

---

Witness Title

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Sponsor Title**Certificate of Attorney**

I, \_\_\_\_\_, acting as attorney for the County of Jefferson, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Witness Signature

---

Attorney's Signature

---

Witness Title

**Acceptance of the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS  
TEXAS DEPARTMENT OF TRANSPORTATION

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

Date: \_\_\_\_\_

**Attachment A**  
**Scope of Services**  
**TxDOT CSJ No.:M1620BMPT**

<b>Eligible Scope Item:</b>	<b>Estimated Costs Amount A</b>	<b>State Share Amount B</b>	<b>Sponsor Share Amount C</b>
<b>GENERAL MAINTENANCE</b>	\$100,000.00	\$50,000.00	\$50,000.00
<b>Special Project</b>	\$0.00	\$0.00	\$0.00
<b>Special Project</b>	\$0.00	\$0.00	\$0.00
<b>Special Project</b>	\$0.00	\$0.00	\$0.00
<b>Special Project</b>	\$0.00	\$0.00	\$0.00
<b>Special Project</b>	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	\$100,000.00	\$50,000.00	\$50,000.00

Accepted by: The County of Jefferson, Texas

\_\_\_\_\_  
 Signature

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

Date: \_\_\_\_\_

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

## **CERTIFICATION OF AIRPORT FUND**

TxDOT CSJ No.: M1620BMPT

The County of Jefferson does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The County of Jefferson, Texas

(Sponsor)

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

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

Date: \_\_\_\_\_

### **Certification of State Single Audit Requirements**

I, \_\_\_\_\_, do certify that the County of Jefferson will comply with all  
(Designated Representative)  
requirements of the State of Texas Single Audit Act if the County of Jefferson spends or receives  
more than the threshold amount in any grant funding sources during the most recently audited  
fiscal year. And in following those requirements, the County of Jefferson will submit the report  
to the audit division of the Texas Department of Transportation. If your entity did not meet the  
threshold in grant receivables or expenditures, please submit a letter indicating that your entity is  
not required to have a State Single Audit performed for the most recent audited fiscal year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE**

TxDOT CSJ Number: M1620BMPT

The County of Jefferson designates, \_\_\_\_\_  
(Name, Title)  
as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The County of Jefferson, Texas  
(Sponsor)

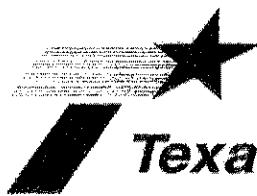
By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE**Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Overnight Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Telephone/Fax Number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_



## **Texas Department of Transportation**

### AVIATION DIVISION

126 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

September 1, 2015

Mr. Alex Rupp, Airport Manager  
The County of Jefferson  
4875 Parker Drive  
Beaumont, Texas 77705

TxDOT CSJ No.: M1620BMPT  
Fund Source: 50124

Dear Mr. Rupp:

A FY2016 Routine Airport Maintenance Grant is enclosed for the Jack Brooks Regional Airport. The County of Jefferson has participated in the Routine Airport Maintenance Program in past years, and the 2016 grant is provided to continue your maintenance efforts.

The TxDOT CSJ No. M1620BMPT grant for airport maintenance between the County of Jefferson, as airport sponsor, and the Texas Department of Transportation is attached as an Adobe Acrobat document.

The amount of the FY2016 grant is based on previous year grant expenditures - if the amount needs to be adjusted, please let me know. An airport General Maintenance description has been included on Attachment-A Scope of Services so that grant funds can be used for these types of items without having to amend the grant as projects come up. Amendments can be done at your request any time after execution to add special projects or to increase the grant amount.

Please print out the grant and however many additional copies the County of Jefferson may need for retained paper records and execute the Agreement, complete the Certifications, and return the accepted grant as soon as possible. It will be necessary for your attorney to endorse your acceptance of the Agreement to assure that it has been accepted in accordance with local laws. The Grant Agreement and Certifications should have original signatures for acceptance.

TxDOT will be retaining the grant file electronically and will not retain a paper record copy of your executed grant.

If you do not need a paper copy of the executed grant returned to you, please scan the fully signed and witnessed grant document and e-mail it to me at [megan.caffall@txdot.gov](mailto:megan.caffall@txdot.gov). I will have the grant executed by the state and return an electronic copy of the executed grant to you by e-mail.

Mr. Alex Rupp  
Page 2

If you need a paper copy(ies) of the executed grant, please return all copies of the fully signed and witnessed documents to:

*Mailing Address - TxDOT Aviation Division  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701-2483.*

*Overnight Address - TxDOT Aviation Division  
200 E. Riverside Drive  
Austin TX 78704*

If you have any questions, or need additional information please contact me at 1-800-687-4568 or [megan.caffall@txdot.gov](mailto:megan.caffall@txdot.gov). The Texas Department of Transportation Aviation Division appreciates your participation in preserving and improving the Texas Airport System, and looks forward to working with you at the Jack Brooks Regional Airport.

Sincerely,



Megan Caffall  
RAMP Program Manager

cc: Keith Horn, Beaumont District  
Enclosures

---

**MEMORANDUM**

---

**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** SEPTEMBER 2, 2015

---

The following budget amendment for the 279<sup>th</sup> District Court is necessary for additional cost for indigent defense.

120-2038-412-5079	Juvenile Attorney	\$25,000
120-1024-419-5078	Venue Change	\$25,000

1225 Pearl Street, Suite 118  
Beaumont, Texas 77701



Deidra F. Brooks  
Associate Court Administrator

Takeisha Ressford  
Senior Court Clerk

Office: (409) 839-2333  
Fax: (409) 839-2303

RANSOM "DUCE" JONES  
Justice of the Peace  
Precinct 6

LaVerne Jones  
Senior Court Clerk

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MEMORANDUM

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TO: FRAN LEE, BUDGET MANAGER  
FROM: DEIDRA F. BROOKS, ASSOC. COURT ADMINISTRATOR  
SUBJECT: TRANSFER LINE ITEM(S)  
DATE: 08/27/2015

*dfb*

Fran,

Please move \$1,00.00 from Acct# 120-2047-412-3084 (Minor Equip.) & \$1,000 from Acct:# 120-2047-412-5062 into Acct # 120-2047-412-1005 (Part-time).

If you have any questions, please contact me at 839-2333.

OFFICE OF JEFFERSON COUNTY



**MEMORANDUM**

TO: Fran Lee, Financial Manager

FROM:   
Starla Garlick, Department Head  
Agriculture

DATE: August 31, 2015

SUBJECT: Transfer Funds

Please transfer \$255 from our Minor Equipment account 120-4071-461-30-84 to Computer Equipment 120-4071-461-60-02. *for replacement of laptop*

Thank you.

:pc

Texas A&M AgriLife Extension Service  
1225 Pearl Street, Suite 200, Beaumont, TX 77701

Tel. 409.835.8461 | Fax. 409.839.2310 | Jefferson.Agrilife.org

*Educational programs of the Texas A&M AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin.  
The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating*



**Carolyn L. Guidry**  
COUNTY CLERK

**Theresa Goodness**  
Chief Deputy

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

Email Address:  
[countyclerk@co.jefferson.tx.us](mailto:countyclerk@co.jefferson.tx.us)

:

September 2, 2015

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

Fran,

Unfortunately we are short again on Xerox Maintenance contract budgeted monies. I transferred \$4100 in June which should have taken us through this fiscal year. For the July billing period we exceeded the allowable color copies by \$921.70. I have questioned by staff and had the meter rechecked and the billing remained correct. Please transfer \$885 from 120-1014-414-30-78 (Office Supplies) to 102-1014-414-50-77 (Contractual Services) to complete the last payment to Xerox this fiscal year.

Respectfully,

*Carolyn L. Guidry*

Carolyn L. Guidry  
County Clerk

NAME

AMOUNT CHECK NO. TOTAL

31

## JURY FUND

WARREN'S DO-NUTS

42.25 411606 42.25\*\*

ROAD &amp; BRIDGE PCT.#2

APAC, INC. - TROTTI & THOMSON  
 BAXTER OIL SERVICE, INC.  
 ENTERGY  
 MUNRO'S  
 TRANSIT & LEVEL CLINIC

557.60 411458  
 559.00 411463  
 106.73 411497  
 36.90 411516  
 674.00 411550

1,934.23\*\*

ROAD &amp; BRIDGE PCT. # 3

A&A EQUIPMENT  
 BEAUMONT TRACTOR COMPANY  
 FARM & HOME SUPPLY  
 ENTERGY  
 HARBOR FREIGHT TOOLS  
 CASH ADVANCE ACCOUNT  
 MUNRO'S  
 OFFICE DEPOT  
 OIL CITY TRACTORS, INC.  
 TIME WARNER COMMUNICATIONS  
 VULCAN MATERIALS CO.  
 WEAVER, FALGOUT, & CARRUTH, INC.  
 W. JEFFERSON COUNTY M.W.D.  
 HOWARD'S AUTO SUPPLY  
 LOWE'S HOME CENTERS, INC.  
 CENTERPOINT ENERGY RESOURCES CORP  
 MARTIN PRODUCT SALES LLC  
 PRO CHEM INC  
 HAMSHIRE GULF  
 SUPPLYWORKS  
 MARTIN MARIEETA MATERIALS  
 FELIX AAA AUTO & TRUCK PARTS LLC

241.39 411440  
 32.40 411465  
 213.78 411489  
 292.84 411497  
 20.77 411499  
 924.13 411506  
 140.86 411516  
 153.37 411521  
 28.20 411522  
 88.41 411546  
 17,231.32 411555  
 66.64 411558  
 26.13 411560  
 70.37 411568  
 62.48 411585  
 150.60 411603  
 17,466.12 411615  
 915.61 411660  
 48.00 411681  
 321.75 411691  
 1,947.20 411694  
 25.50 411696

40,467.87\*\*

ROAD &amp; BRIDGE PCT.#4

AAA LOCK & SAFE  
 APAC, INC. - TROTTI & THOMSON  
 ART SIGNS & DECALS  
 AUDILET TRACTOR SALES  
 COASTAL WELDING SUPPLY  
 M&D SUPPLY  
 MUNRO'S  
 OFFICE DEPOT  
 PARTS EXCHANGE COMPANY, INC.  
 SMART'S TRUCK & TRAILER, INC.  
 W. JEFFERSON COUNTY M.W.D.  
 UNITED STATES POSTAL SERVICE  
 SIERRA SPRING WATER CO. - BT  
 BEAUMONT FREIGHTLINER STERLING  
 ON TIME TIRE  
 IMPRESSIONS BY PRATT

218.35 411439  
 141.44 411458  
 240.00 411459  
 5.80 411460  
 91.50 411477  
 124.12 411511  
 142.06 411516  
 .00 411521  
 120.00 411524  
 1,377.59 411536  
 246.33 411560  
 5.36 411578  
 86.28 411579  
 17.60 411605  
 538.00 411657  
 345.00 411700

3,699.43\*\*

ENGINEERING FUND

UNITED STATES POSTAL SERVICE

3.06 411578

3.06\*\*

PARKS &amp; RECREATION

ENTERGY  
 HARBOR FREIGHT TOOLS  
 JIFFY TROPHIES  
 W. JEFFERSON COUNTY M.W.D.  
 SUPPLYWORKS

9.13 411497  
 383.03 411499  
 14.00 411507  
 52.26 411560  
 2,655.15 411691

3,113.57\*\*

GENERAL FUND

TAX OFFICE

THE EXAMINER

4,230.00 411488

NAME	AMOUNT	CHECK NO.	TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	2,182.00	411501	
AT&T	103.53	411538	
TEXAS A&M UNIVERSITY	700.00	411564	
UNITED STATES POSTAL SERVICE	710.72	411578	
ROCHESTER ARMORED CAR CO INC	352.00	411645	
COUNTY HUMAN RESOURCES			8,278.25*
BEAUMONT FAMILY PRACTICE ASSOC.	25.00	411464	
TEXAS PRIMA	380.00	411622	
AUDITOR'S OFFICE			405.00*
UNITED STATES POSTAL SERVICE	13.59	411578	
COUNTY CLERK			13.59*
OFFICE DEPOT	205.35	411521	
UNITED STATES POSTAL SERVICE	294.09	411578	
COUNTY JUDGE			499.44*
CHEROKEE COUNTY CLERK	472.00	411480	
JAN GIROUARD & ASSOCIATES	200.00	411493	
UNITED STATES POSTAL SERVICE	2.82	411578	
THOMAS O. MOSES	500.00	411608	
KIMBERLY PHELAN, P.C.	500.00	411609	
RISK MANAGEMENT			1,674.82*
UNITED STATES POSTAL SERVICE	2.98	411578	
COUNTY TREASURER			2.98*
UNITED STATES POSTAL SERVICE	83.99	411578	
PRINTING DEPARTMENT			83.99*
OLMSTED-KIRK PAPER	465.30	411523	
CIT TECHNOLOGY FINANCING SERVICE	499.00	411624	
PURCHASING DEPARTMENT			964.30*
PORT ARTHUR NEWS, INC.	146.40	411529	
CDW COMPUTER CENTERS, INC.	67.89	411569	
UNITED STATES POSTAL SERVICE	3.59	411578	
GENERAL SERVICES			217.88*
CASH ADVANCE ACCOUNT	25.00	411506	
OLMSTED-KIRK PAPER	1,170.00	411523	
TIME WARNER COMMUNICATIONS	2,440.57	411544	
VERIZON WIRELESS	303.92	411575	
ROCHESTER ARMORED CAR CO INC	3,665.46	411645	
SAM'S CLUB DIRECT	50.00	411662	
DYNAMEX INC	207.45	411674	
SPOK INC	3.00	411682	
COLIN'S KITCHEN LLC	77.75	411697	
DATA PROCESSING			7,943.15*
GUARDIAN FORCE	36.00	411442	
IP SWITCH, INC.	520.00	411454	
DLT SOLUTIONS LLC	416.54	411455	
DELL MARKETING L.P.	7,040.30	411482	
OFFICE DEPOT	51.33	411521	
CDW COMPUTER CENTERS, INC.	3,327.25	411569	
SHI GOVERNMENT SOLUTIONS, INC.	640.00	411581	
MORSE COMMUNICATIONS INC	6,220.00	411625	
TIGER DIRECT.COM	77.52	411631	
TESTOUT CORPORATION	695.00	411635	
PEERNET INC	515.59	411663	
SPOK INC	12.06	411682	
VOTERS REGISTRATION DEPT			19,551.59*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	188.65	411578	188.65*
ELECTIONS DEPARTMENT			
TIGER DIRECT.COM	29.63	411631	29.63*
DISTRICT ATTORNEY			
LEAH HAYES	399.00	411500	
JEFFERSON CTY. BAR ASSOCIATION	3,175.00	411504	
CASH ADVANCE ACCOUNT	807.50	411506	
OFFICE DEPOT	1,316.00	411521	
TDCAA BOOK ORDERS	2,185.00	411541	
TDCAA BOOK ORDERS	700.00	411542	
UNITED PARCEL SERVICE	6.70	411553	
JAMES ARCENEAUX	1,478.88	411576	
UNITED STATES POSTAL SERVICE	256.50	411578	
HEALTHPORT	134.32	411673	
			10,458.90*
DISTRICT CLERK			
OFFICE DEPOT	25,137.57	411521	
UNITED STATES POSTAL SERVICE	261.89	411578	25,399.46*
CRIMINAL DISTRICT COURT			
LEAH HAYES	269.50	411500	
CASH ADVANCE ACCOUNT	925.75	411506	
MARSHA NORMAND	1,950.35	411518	
RENE MULHOLLAND	1,581.10	411554	
CAROLYN WIEDENFELD	1,300.00	411586	
			6,026.70*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	20.62	411578	
CODE BLUE	125.00	411598	145.62*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	1,340.00	411496	
JIMMY D. HAMM	800.00	411498	
JOHN E MACEY	800.00	411512	
JOHN D WEST	900.00	411572	
UNITED STATES POSTAL SERVICE	231.86	411578	
JOEL WEBB VAZQUEZ	800.00	411600	
KIMBERLY R. BROUSSARD	1,033.05	411628	
JAMES R. MAKIN, P.C.	1,300.00	411648	
MATUSKA LAW FIRM	800.00	411677	
SAMUEL & SON LAW FIRM PLLC	4,167.00	411685	
			12,171.91*
279TH DISTRICT COURT			
DAVID GROVE	75.00	411447	
JACK LAWRENCE	325.00	411448	
PHILLIP DOWDEN	500.00	411456	
LINDA C. CANSLER	350.00	411470	
LAIRON DOWDEN, JR.	1,350.00	411483	
KEVIN S. LAINE	650.00	411566	
CHARLES ROJAS	325.00	411570	
UNITED STATES POSTAL SERVICE	.83	411578	
TONYA CONNELL TOUPS	300.00	411621	
NORMAN DESMARAIS JR.	1,050.00	411639	
C. HADEN CRIBBS JR., PC	1,050.00	411655	
TERRENCE ALLISON	500.00	411668	
MATUSKA LAW FIRM	1,050.00	411677	
TARA SHELANDER	1,150.00	411680	
LAW OFFICE OF J SCOTT FREDERICK	1,500.00	411689	
GORDON D FRIESZ	75.00	411695	
			10,250.83*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.80	411578	
LARRY WAGENBACH	121.90	411701	123.70*
JUSTICE COURT-PCT 1 PL 1			

NAME

AMOUNT

CHECK NO.

TOTAL

UNITED STATES POSTAL SERVICE	32.05	411578	32.05*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	307.11	411578	307.11*
JUSTICE COURT-PCT 4			
CASH ADVANCE ACCOUNT	251.20	411506	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	411688	322.20*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	21.82	411578	21.82*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	92.87	411521	92.87*
JUSTICE OF PEACE PCT. 8			
CASH ADVANCE ACCOUNT	300.00	411506	300.00*
COUNTY COURT AT LAW NO.1			
SIERRA SPRING WATER CO. - BT	66.33	411580	
LAWYERS DIARY AND MANUAL LLC	77.00	411686	143.33*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	250.00	411443	
THOMAS J. BURBANK, P.C.	300.00	411469	
OFFICE DEPOT	94.26	411521	
NATHAN REYNOLDS, JR.	250.00	411530	
JOHN D WEST	750.00	411572	
UNITED STATES POSTAL SERVICE	22.46	411578	
LANGSTON ADAMS	300.00	411589	
SEAN VILLERY-SAMUEL	250.00	411638	
JAMES R. MAKIN, P.C.	500.00	411648	
WILLIAM MARCUS WILKERSON	250.00	411666	
COUNTY COURT AT LAW NO. 3			2,966.72*
GAYLYN COOPER	800.00	411443	
CHARLES ROJAS	325.00	411570	
UNITED STATES POSTAL SERVICE	18.72	411578	
THE PARKER LAW FIRM	300.00	411640	
SAMUEL & SON LAW FIRM PLLC	250.00	411684	1,693.72*
COURT MASTER			
SOUTHERN COMPUTER WAREHOUSE	554.26	411457	
JUDGE LARRY GIST	3,761.88	411492	
TERRENCE HOLMES	1,050.00	411502	
OFFICE DEPOT	161.00	411521	
HAROLD PLESSALA	2,900.00	411528	
UNITED STATES POSTAL SERVICE	1.32	411578	
LAWYERS DIARY AND MANUAL LLC	70.00	411686	
MEDIATION CENTER			8,498.46*
OFFICE DEPOT	46.80	411521	
UNITED STATES POSTAL SERVICE	12.02	411578	58.82*
SHERIFF'S DEPARTMENT			
HERNANDEZ OFFICE SUPPLY, INC.	135.96	411501	
OFFICE DEPOT	122.20	411521	
AT&T	295.27	411538	
KEESHA GUILLOGY	300.00	411567	
UNITED STATES POSTAL SERVICE	1,357.56	411578	
FIVE STAR FEED	66.00	411593	
STANLEY SHIPPER	121.76	411594	

NAME

AMOUNT

CHECK NO.

TOTAL

CODE BLUE	527.50	411598	
PCM-G	296.02	411632	3,222.27*
CRIME LABORATORY			
ALLOMETRICS INC.	185.00	411446	
FED EX	149.05	411490	
FISHER SCIENTIFIC	29.04	411491	
OFFICE DEPOT	89.71	411521	
SOUTHEAST TEXAS WATER	79.90	411537	
CAYMAN CHEMICAL COMPANY	127.00	411642	
LIPOMED	94.00	411643	753.70*
JAIL - NO. 2			
AAA LOCK & SAFE	477.00	411439	
W.W. GRAINGER, INC.	453.76	411495	
ENTERGY	43,761.75	411497	
HERNANDEZ OFFICE SUPPLY, INC.	62.46	411501	
M&D SUPPLY	29.13	411511	
PETTY CASH - SHERIFF'S OFFICE	330.00	411526	
AT&T	942.75	411538	
WASTE MGT. GOLDEN TRIANGLE, INC.	133.89	411557	
WESCO DISTRIBUTION, INC.	904.88	411559	
WHOLESALE ELECTRIC SUPPLY CO.	111.50	411561	
INTERCONTINENTAL JET CORP	247.93	411602	
AIRGAS SOUTHWEST	341.79	411623	
WORLD FUEL SERVICES	315.95	411637	
LIQUID CAPITAL EXCHANGE INC	3,064.36	411649	
KROPP HOLDINGS INC	202.99	411672	
LONE STAR UNIFORMS	1,967.15	411698	53,347.29*
JUVENILE PROBATION DEPT.			
LARONDA TURNER	86.25	411525	
CHERYL TARVER	92.00	411563	
UNITED STATES POSTAL SERVICE	173.03	411578	
LYNN BIERHALTER	115.00	411610	
SHARON STREETMAN	69.00	411613	
YOUTH ADVOCATE PROGRAM	6,929.57	411620	
LATONYA DOUCET	146.63	411626	
RASHUNDA FLETCHER	41.00	411627	
JOSH CUYOS	214.48	411678	
SPOK INC	48.24	411682	
TANISHA GRIFFIN	292.10	411687	
KAREN RIGGS	41.00	411704	8,248.30*
JUVENILE DETENTION HOME			
EPS	1,528.99	411484	
ENTERGY	8,576.74	411497	
OAK FARM DAIRY	321.65	411565	
FLOWERS FOODS	105.52	411596	
BEN E KEITH FOODS	1,899.65	411597	
VANSCHECA SANDERS-CHEVIS	800.00	411618	13,232.55*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	48.67	411578	
CITY DIRECTORIES	500.00	411614	548.67*
CONSTABLE-PCT 2			
KAY ELECTRONICS, INC.	444.00	411509	
CODE BLUE	1,016.00	411598	
DISCOUNT UNIFORM INTERNATIONAL INC	125.00	411611	1,585.00*
CONSTABLE-PCT 4			
OFFICE DEPOT	447.57	411521	
US POSTAL SERVICE	56.00	411582	
HERRERA'S EMERGENCY LIGHTING	338.00	411592	841.57*
CONSTABLE-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE	1,230.37 11.23	411506 411578	411506 411578
COUNTY MORGUE			1,241.60*
BJ TRANSPORT SERVICE, INC. FMMS HOLDINGS OF TEXAS LLC	9,000.00 57,750.00	411462 411656	411462 411656
AGRICULTURE EXTENSION SVC			66,750.00*
NASCO OFFICE DEPOT UNITED STATES POSTAL SERVICE BARBARA EVANS	40.77 186.94 137.37 25.00	411517 411521 411578 411629	411517 411521 411578 411629
HEALTH AND WELFARE NO. 1			390.08*
CLAYBAR FUNERAL HOME, INC. JEFFERSON CTY. TAX OFFICE UNITED STATES POSTAL SERVICE RACHEL DRAGULSKI ESSLINE KNOX SAM'S CLUB DIRECT NOVARTIS VACCINES AND DIAGNOSTICS SILSBEY FORD INC SPOK INC	7,375.00 7.50 53.13 12.00 69.00 308.78 4,890.06 13,100.03 22.85	411475 411573 411578 411587 411647 411661 411665 411675 411682	411475 411573 411578 411587 411647 411661 411665 411675 411682
HEALTH AND WELFARE NO. 2			25,838.35*
BROUSSARD'S MORTUARY CLAYBAR FUNERAL HOME, INC. CLAYBAR FUNERAL HOME, INC. SILSBEY FORD INC SPOK INC EXCEL MEDICAL WASTE LLC MARY WILSON	300.00 7,375.00 1,402.75 13,100.04 7.70 81.48 118.45	411467 411475 411476 411675 411682 411693 411703	411467 411475 411476 411675 411682 411693 411703
NURSE PRACTITIONER			22,385.42*
SIERRA SPRING WATER CO. - BT EXCEL MEDICAL WASTE LLC	5.00 84.90	411579 411693	411579 411693
CHILD WELFARE UNIT			89.90*
SEARS COMMERCIAL CREDIT	2,158.42	411584	2,158.42*
ENVIRONMENTAL CONTROL			
AT&T TEXAS ENVIRONMENTAL HEALTH ASSN.	30.55 300.00	411538 411548	411538 411548
INDIGENT MEDICAL SERVICES			330.55*
KING'S PHARMACY BEAUMONT CARDINAL HEALTH 110 INC	45.98 7,435.45	411654 411671	411654 411671
EMERGENCY MANAGEMENT			7,481.43*
VERIZON WIRELESS	150.00	411575	411575
MAINTENANCE-BEAUMONT			150.00*
AAA LOCK & SAFE MARK'S PLUMBING PARTS CINTAS, INC. CITY OF BEAUMONT - WATER DEPT. ECOLAB GOLD CREST ELECTRIC CO., INC. W.W. GRAINGER, INC. JOHNSON SUPPLY M&D SUPPLY MOORE SUPPLY, INC. RALPH'S INDUSTRIAL ELECTRONICS	15.00 954.98 293.01 239.91 209.95 1,385.72 335.40 127.12 168.78 102.83 188.08	411439 411441 411471 411472 411485 411494 411495 411508 411511 411515 411532	411439 411441 411471 411472 411485 411494 411495 411508 411511 411515 411532

NAME	AMOUNT	CHECK NO.	TOTAL
SANITARY SUPPLY, INC.	1,147.47	411533	
AT&T	328.20	411538	
STAR GRAPHICS COPIERS, INC.	316.40	411539	
OTIS ELEVATOR COMPANY	2,756.00	411595	
CUSTOM FLOORING - VIDOR	400.00	411616	
MAINTENANCE-PORT ARTHUR			8,968.85*
EFFICIENT SYSTEMS, INC.	88.68	411487	
LOWE'S HOME CENTERS, INC.	162.89	411585	
MAINTENANCE-MID COUNTY			251.57*
CITY OF NEDERLAND	96.51	411473	
ENTERGY	478.78	411497	
RITTER @ HOME	4.80	411531	
ACE IMAGEWEAR	28.51	411535	
AT&T	690.79	411538	
W. JEFFERSON COUNTY M.W.D.	45.39	411560	
BUBBA'S AIR CONDITIONING	11,525.00	411562	
A1 FILTER SERVICE COMPANY	93.50	411653	
SERVICE CENTER			12,963.28*
ACTION AUTO GLASS	404.69	411445	
A-LINE FRONT END & BRAKE	78.50	411450	
J.K. CHEVROLET CO.	407.43	411503	
KINSEL FORD, INC.	304.77	411510	
M&D SUPPLY	224.86	411511	
PHILPOTT MOTORS, INC.	771.44	411527	
TRI-CON, INC.	18,669.93	411551	
CDW COMPUTER CENTERS, INC.	67.89	411569	
JEFFERSON CTY. TAX OFFICE	7.50	411574	
FIRST CALL	57.29	411588	
PETROLEUM SOLUTIONS, INC.	103.50	411599	
BUMPER TO BUMPER	1,089.81	411601	
K.A.P.E. ENTERPRISES	185.90	411607	
AMERICAN TIRE DISTRIBUTORS	12,256.33	411630	
LIBERTY TIRE RECYCLING LLC	63.00	411633	
UNIFIRST HOLDINGS INC	48.64	411636	
MIGHTY OF SOUTHEAST TEXAS	97.70	411651	
SPANKY'S WRECKER SERVICE INC	95.00	411658	
VETERANS SERVICE			34,934.18*
UNITED STATES POSTAL SERVICE	12.18	411578	
HILARY GUEST	371.82	411590	
MOSQUITO CONTROL FUND			384.00** 384,964.47**
GREYHOUND PACKAGE EXPRESS	75.60	411451	
M&D SUPPLY	22.88	411511	
MUNRO'S	57.15	411516	
OFFICE DEPOT	73.34	411521	
AT&T	30.55	411538	
RUTTY & MORRIS LLC	392.89	411619	
SECURITY FEE FUND			652.41**
RALPH'S INDUSTRIAL ELECTRONICS	215.00	411532	
LAW LIBRARY FUND			215.00**
THOMSON REUTERS-WEST	240.00	411670	
EMPG GRANT			240.00**
VERIZON WIRELESS	780.48	411575	
PCM-G	1,152.00	411632	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	223.48	411676	
JUVENILE TJPC-A-2014-123			2,155.96**

NAME	AMOUNT	CHECK NO.	TOTAL
SPOK INC	19.76	411682	19.76**
COMMUNITY SUPERVISION FND			
BEAUMONT TROPHIES	613.18	411466	
DIANNA L. COLUMBUS	195.50	411479	
CASH ADVANCE ACCOUNT	4,106.10	411506	
OFFICE DEPOT	78.60	411521	
UNITED STATES POSTAL SERVICE	178.02	411578	
JEREMY PATIN	184.00	411583	
JCCSC	541.00	411646	
STACY TULLIER	177.68	411652	
GREGORY CLARK JR	102.35	411667	
KALEIGH ABSHIRE	51.75	411692	
LAUREN VANWINKLE	11.50	411702	
JEFF. CO. WOMEN'S CENTER			6,239.68**
AIR COMFORT, INC.	154.00	411444	
ALL STAR PLUMBING	105.00	411453	
BEAUMONT TROPHIES	382.50	411466	
CITY OF BEAUMONT - WATER DEPT.	893.10	411472	
CASH ADVANCE ACCOUNT	622.71	411506	
M&D SUPPLY	40.90	411511	
MARKET BASKET	67.19	411513	
KIM MCKINNEY, LPC, LMFT	225.00	411514	
SYSCO FOOD SERVICES, INC.	9,746.90	411540	
TIME WARNER COMMUNICATIONS	31.74	411543	
TEXAS ASSN. OF COUNTIES - RISK	3,592.00	411547	
WALKER SCALE & EQUIP. CO.	225.00	411556	
WASTE MGT. GOLDEN TRIANGLE, INC.	88.28	411557	
TEXAS FIRE & COMMUNICATIONS	85.00	411571	
BEN E KEITH FOODS	6,055.02	411597	
ATTABOY TERMITIC & PEST CONTROL	50.00	411634	
ROCHESTER ARMORED CAR CO INC	114.75	411645	
SAM'S CLUB DIRECT	249.97	411661	
MATERA PAPER COMPANY INC	353.84	411669	
WASTEWATER TRANSPORT SERVICES LLC	248.00	411679	
SPOK INC	16.41	411682	
MENTALLY IMPAIRED OFFEND.			23,347.31**
OFFICE DEPOT	164.97	411521	164.97**
COMMUNITY CORRECTIONS PRG			
BEAUMONT TROPHIES	200.92	411466	
CASH ADVANCE ACCOUNT	1,177.97	411506	
OFFICE DEPOT	139.49	411521	
STAR GRAPHICS COPIERS, INC.	4,091.00	411539	
TEXAS ASSN. OF COUNTIES - RISK	2,748.00	411547	
SAM'S CLUB DIRECT	778.00	411661	
DRUG DIVERSION PROGRAM			9,135.38**
TEXAS ASSN. OF COUNTIES - RISK	852.00	411547	
MELINDA CONNER	192.80	411617	
DANA DOVER	129.96	411690	
COUNTY CLERK - RECORD MGT			1,174.76**
AT&T	111.86	411538	111.86**
COUNTY RECORDS MANAGEMENT			
TEXAS HISTORICAL FOUNDATION	35.00	411549	
LINDA MCMAHEN	90.00	411612	
HARDIN COUNTY GENEALOGICAL SOCIETY	250.00	411641	
J.P. COURTROOM TECH. FUND			375.00**
SOUTHERN COMPUTER WAREHOUSE	531.29	411457	
CDW COMPUTER CENTERS, INC.	163.93	411569	

NAME

AMOUNT

CHECK NO.

TOTAL

SHI GOVERNMENT SOLUTIONS, INC.	1,641.00	411581	2,336.22**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	475.00	411452	
CITY OF BEAUMONT - WATER DEPT.	639.97	411472	
MUNRO'S	111.92	411516	
TIME WARNER COMMUNICATIONS	110.43	411545	
TRI-CITY COFFEE SERVICE	145.90	411552	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	411557	
UNITED STATES POSTAL SERVICE	71.91	411578	
B&G POPCORN INC	260.54	411664	
MATERA PAPER COMPANY INC	597.12	411669	
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	964.67	411449	
BUILDING SPECIALTIES	291.42	411468	
SPECIALITY SUPPLY & INSTALLATION CO	4,259.25	411591	
THE HEARTFIELD LAW FIRM	1,504.12	411644	
JOHNNY V TRUONG	1,848.75	411699	
CETRZ GRANT			8,868.21**
APAC, INC. - TROTTI & THOMSON	374,742.91	411458	374,742.91**
AIRPORT FUND			
CITY OF NEDERLAND	713.15	411473	
CITY OF NEDERLAND	64.48	411474	
COCOMO JOE'S	51.00	411478	
CURETON & SON	66.00	411481	
CASH ADVANCE ACCOUNT	849.75	411506	
LOWE'S HOME CENTERS, INC.	830.61	411585	
RUTTY & MORRIS LLC	1,118.75	411619	
UNIFIRST HOLDINGS INC	97.70	411636	
MOWERS TRACTORS INC	534.72	411650	
TRAVIS BROTHERS BUILDING AUTOMATION	95.00	411659	
EASTERN AVIATION FUELS INC	14,022.45	411683	
WORKER'S COMPENSATION FD			18,443.61**
TRISTAR RISK MANAGEMENT	23,141.04	411604	23,141.04**
SHERIFF'S FORFEITURE FUND			
AVIALL	127.97	411461	127.97**
MARINE DIVISION			
EASTEX RUBBER & GASKET	131.50	411486	
SETZER HARDWARE, INC.	101.20	411534	
BUMPER TO BUMPER	364.15	411601	
			596.85**
			908,807.75***

**AGENDA ITEM****September 8, 2015**

Consider, possibly approve and authorize the County Judge to execute Amendment No. 2 to Contract No. 711281 between Jefferson County and the Texas Department of Agriculture (TDA) regarding first-time sewer service for the Cheek area.

RECEIVED AUG 31 2015



## TEXAS DEPARTMENT OF AGRICULTURE COMMISSIONER SID MILLER

August 27, 2015

The Honorable Jeff Branick  
County Judge  
County of Jefferson  
1149 Pearl St.  
Beaumont, TX 77701-3638

Re: Texas Community Development Block Grant Program (TxCDBG)  
Contract No. 711281, Amendment No. 2

Dear Judge Branick:

Enclosed is one (1) copy of Amendment No. 2 to Contract No. 711281, between the county of Jefferson and the Texas Department of Agriculture (TDA). Please review, sign and date the Amendment.

Please return the signed copy of the Amendment to the following address below for TDA's signature. Once it has been signed by TDA, we will forward a fully executed copy to you.

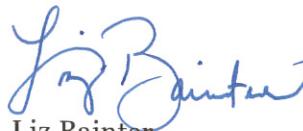
**Attn: Liz Bainter  
Texas Department of Agriculture  
Texas Community Development Block Grant Program  
P.O. Box 12847  
Austin, Texas 78711**

**If the name of the authorized person signing this amendment is different from the name typed on the signature page, please contact Liz Bainter immediately at 512-936-7896 or by email at [Lizabeth.Bainter@TexasAgriculture.gov](mailto:Lizabeth.Bainter@TexasAgriculture.gov). We will email you a revised signature page that will need to be replaced in the amendment before acquiring a signature.**

The Honorable Jeff Branick  
August 27, 2015  
Page 2

Should you have any questions concerning this Amendment, please do not hesitate to contact Kevin Smith, your Contract Specialist, at 512-936-6729.

Sincerely yours,



Liz Bainter  
TxCDBG Contract Technician

LB/LB/lb

Enclosure

**TEXAS DEPARTMENT OF AGRICULTURE  
TEXAS COMMUNITY DEVELOPMENT PROGRAM**

**AMENDMENT NO. 2**

**CONTRACT NO. 711281**

**COUNTY OF JEFFERSON**

STATE OF TEXAS

COUNTY OF TRAVIS

---

Section 1.

The Texas Department of Agriculture, an agency of the State of Texas, hereinafter referred to as "Department," and the County of Jefferson, hereinafter referred to as "Contractor," do hereby contract and agree to amend their original contract, as initially executed by the Department effective March 05, 2012, for the performance of community development activities.

Section 2.

The parties hereto agree to amend the contract identified in Section 1 above so that Exhibit A, Performance Statement, is revised to read hereafter as given in the Performance Statement attached to this amendment, hereinafter referred to as Exhibit A, and hereby made a part of this amendment. Exhibit A consists of two (2) pages.

Section 3.

The parties hereto agree that all of the terms of the contract identified in Section 1, including the total funded amount of \$275,000.00, above shall remain in effect and shall continue to govern except to the extent that they conflict with the terms of this amendment.

Section 4.

The parties hereto agree that nothing in this amendment shall be construed as authorizing any violation of federal, state or local laws or regulations as they pertain to the contract identified in Section 1 above.

Section 5.

By the signing of this amendment, the parties hereto expressly understand and agree that this amendment shall become a part of the contract identified above in Section 1 above as though it were set forth word for word therein.

---

Jeff Branick, County Judge  
County of Jefferson

---

Date

**Approved and accepted on behalf of the Texas Department of Agriculture.**

---

Jason Fearneyhough, Deputy Commissioner  
Texas Department of Agriculture

---

Date

This contract amendment is not effective unless signed by the Deputy Commissioner of the Texas Department of Agriculture, or his authorized designee.

**AMENDMENT NO. 2**  
**EXHIBIT A**

**CONTRACT NO. 711281**

**PERFORMANCE STATEMENT**

**COUNTY OF JEFFERSON**

Contractor shall carry out the following activities in the target area identified in its 2011/2012 Community Development Fund application. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

**CURRENT NEED**

Residents that live in the community of Cheek do not have yard lines that connect to the existing low-pressure sewer collection line.

**ACTIVITIES**

**Sewer Improvements:** Contractor shall install low-pressure grinder units in the community of Cheek. Contractor shall install seven thousand five hundred six hundred linear feet (7,600 l.f.) of four-inch (4") force main, eleven (11) grinder pumps and all associated appurtenances. The West Jefferson County Municipal Water District will own and maintain the grinder units and serve the residents. Construction shall take place at the following locations:

<b>STREET</b>	<b>FROM</b>	<b>TO</b>
Boyt	Lawhon	Landry
Lawhon	Boyt Road	Boyt
Wells	Books	End of Wells Dr.
Kidd Rd	Boyt	115' a long Kidd Rd

These activities shall benefit fifty-one (51) persons in nineteen (19) households, of which fifty-one (51) or one hundred (100%) percent are of low to moderate income.

**Rehab; Single-Unit Residential – Sewer:** Contractor shall provide first-time sewer service to eleven (11) households in the Community of Cheek. Contractor shall install eleven (11) electrical panel boxes (for the grinder units), eleven (11) yard lines, tap fees, and all associated appurtenances. Residents will be served by the West Jefferson County Municipal Water District. Construction shall take place at the following locations as described above.

These activities shall benefit thirty-three (33) persons, of which thirty-three (33) or one hundred percent (100%) are of low to moderate income.

### **Acquisition**

Contractor shall acquire eleven (11) easement needed for the first-time water service lines. Contractor shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et. seq.) and HUD implementing regulations (24 C.F.R. Part 42).

### **Engineering**

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B, Budget.

### **Administration**

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in Exhibit B, Budget.



## PROCLAMATION

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 8th day of September, 2015, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Proclamation was adopted:

### Suicide Prevention Week 2015

**WHEREAS**, in the United States, one person dies by suicide every 12.8 minutes, with 41,149 deaths by suicide in our country during 2013; and

**WHEREAS**, in our country, suicide is the 2nd leading cause of death for 15-24 year olds, and is the 10th leading cause of death for people of all ages; and

**WHEREAS**, each person's death by suicide intimately affects at least six other people, with over 200,000 newly bereaved each year; and

**WHEREAS**, community organizations and resources are essential to continuing the fight against suicide and the loss of young lives; and

**WHEREAS**, reducing the stigma by discussing suicide and increasing the awareness of available resources for those suffering from suicidal thoughts is important to maintaining the health and happiness of citizens; and

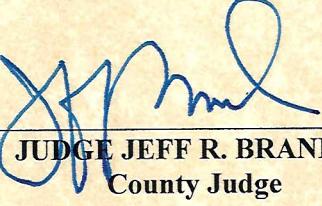
**WHEREAS**, many of those people who died never received effective behavioral health services, for many reasons including the difficulty of accessing services by healthcare providers trained in best practices to reduce suicide risk, the stigma of using behavioral health treatment and the stigma associated with losing a loved one to suicide; and

**WHEREAS**, public awareness of the warnings signs and the networks available for at-risk individuals, are essential to continue lowering the rates of suicide in the country; and

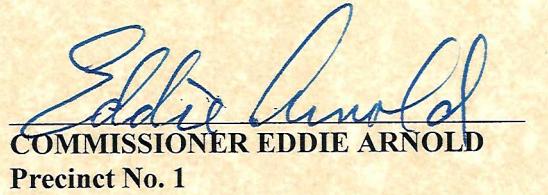
**WHEREAS**, reducing the stigma by discussing suicide and increasing the awareness of available resources for those suffering from suicidal thoughts is important to maintaining the health and happiness of citizens;

**NOW, THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court recognizes **September 7-13, 2015 as National Suicide Prevention Week** and call upon all citizens of Jefferson County to observe this month with appropriate programs and activities to support suicide prevention efforts.

Signed this 8th day of September, 2015.



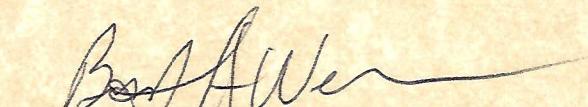
JUDGE JEFF R. BRANICK  
County Judge



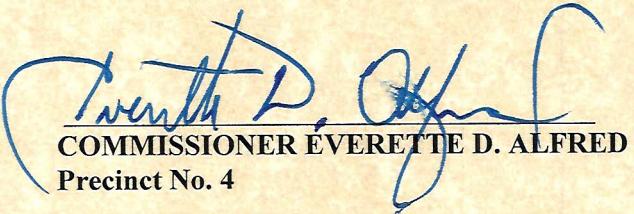
EDDIE ARNOLD  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1



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



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



EVERETT D. ALFRED  
COMMISSIONER EVERETT D. ALFRED  
Precinct No. 4



## COMMISSIONERS COURT

September 8, 2015

Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas and the University of Texas Medical Branch at Galveston for the administration associated with primary care services and required hospital services to inmates of Jefferson County.

**INTERLOCAL AGREEMENT TO PROVIDE MEDICAL SERVICES  
BETWEEN  
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON  
AND THE COUNTY OF JEFFERSON**

This Agreement ("Agreement") is made by and between The University of Texas Medical Branch at Galveston ("UTMB") and Jefferson County, Texas (the "County") for the provision of and administration associated with primary care services and required hospital services to inmates of Jefferson County.

**I. Definitions. Specific terms used in this agreement are:**

- 1.1 **Inmates.** An Individual who is classified as an inmate at Jefferson County Jail.
- 1.2 **Covered Services.** Health care services for Inmates including staff coverage for Physician Sick Calls, Non-emergency Trauma Care, Pharmacy (including medicines), Physician Coverage and 24 Hour Onsite Nursing Coverage and Covered Services also includes those detailed in Section 2.2 below.
- 1.3 **Non-Covered Services.** Inmate access to Off-site health care obtained by UTMB. Non-covered Services includes, but is not limited to EMS ambulance and/or life services in transporting inmates, any Hospitalization, Emergency Room and Specialty Clinics (Orthopedics, OB/GYN, Emergency Medicine, Internal Medicine and Psychiatric Services), or any service not included in Covered Services Section 1.2. or Ancillary Services Section 2.2.5.

Notwithstanding any provision or term to the contrary in this agreement, UTMB is not responsible for the cost of Off-site Health Care.

**II. UTMB Health Care Responsibilities. UTMB agrees to provide the following health care related services to Jefferson County Inmates:**

**2.1 Covered Services for Inmates-In General:**

- 2.1.1 UTMB agrees to provide Covered Services to Inmates in accordance with the Texas Commission on Jail Standards (TCJS).
- 2.1.2 UTMB agrees that all its health care providers will have and will maintain the required licenses or permits that are, or shall become, necessary to perform the Agreement.
- 2.1.3 All UTMB physicians shall be licensed to practice medicine in the State of Texas in accordance with the appropriate laws and regulations.

- 2.1.4 Specialty UTMB physicians shall be Board Eligible or better in the physician's area of specialty.
- 2.1.5 UTMB's licensed medical personnel shall be certified in Cardiopulmonary Resuscitation (CPR).
- 2.1.6 UTMB agrees to provide Electronic Medical Records (EMR), Telemedicine (DMS), and electronic prescription ordering system.
- 2.1.7 UTMB agrees to provide laboratory services and radiology services provided On-site.

## 2.2 Specific Covered Services:

### 2.2.1 Intake Screening:

- 2.2.1.1 UTMB agrees to provide initial intake medical screening that consists of medical and mental health screening services currently provided by County.
- 2.2.1.2 UTMB shall screen all Inmates for mental health services in accordance with current standards and practices established by the County including mental health evaluation, suicide risk identification, medication management and crisis intervention as required by Texas Commission on Jail Standards.
- 2.2.1.3 Upon admission, UTMB shall screen all Inmates for TB as required by Texas Commission on Jail Standards.

### 2.2.2 Sick Call:

- 2.2.2.1 UTMB health care providers (Physicians, Physician Assistants or Nurse Practitioners) shall visit on-site or via DMS during scheduled hours to assess, treat or refer Inmates to an off-site treatment facility.
- 2.2.2.2 UTMB shall confer with County to provide Jail for a daily sick call for Inmates.

---

Interlocal Agreement to Provide Medical Services  
between

The University of Texas Medical Branch at Galveston and the County of Jefferson

**2.2.3 Specialty Services:**

2.2.3.1 UTMB agrees to facilitate Inmates' access to clinically appropriate specialty medical services where medically necessary. UTMB's physicians shall make referrals for Off-site consultations, tests, and procedures.

**2.2.4 Medications:**

2.2.4.1 UTMB agrees to procure, dispense and administer all medications within UTMB's formulary.

2.2.4.2 UTMB agrees to dispense all medication under the supervision of appropriate licensed certified health care personnel to the inmates at their housing location.

2.2.4.3 UTMB will follow its own formulary. (The UTMB formulary can be made available to the Sheriff's Office upon request)

2.2.5 **Ancillary Services.** UTMB agrees to provide all laboratory and diagnostic tests, including x-rays, routine required procedures such as serologies, PPD, etc., as medically indicated.

2.2.6 **Dental Services.** UTMB shall implement and maintain reasonable dental procedures to ensure that it provides adequate care for inmates during their confinement in the Jefferson County Jail.

**2.2.7 Medical Records:**

2.2.7.1 UTMB's medical personnel shall document treatment and findings in the Inmate's medical record in an accurate, timely manner and in compliance with accepted medical procedures. All entries shall be legible and signed by the author, giving both name and title.

2.2.7.2 UTMB's physicians shall dictate consultation reports and extensive progress notes which shall be transcribed by UTMB and reviewed and signed by the physician within 72 hours of transcription availability. Verbal orders pertaining to the general medical care of Inmates shall be written.

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Interlocal Agreement to Provide Medical Services  
between

The University of Texas Medical Branch at Galveston and the County of Jefferson

- 2.2.7.3 UTMB electronic record system will be installed, operated and maintained by UTMB. The electronic record system will be fully operational within 12 months from the initiation of this contract. UTMB will utilize its electronic record system at Jefferson County Jail and will provide hard copies of the medical records at the County's cost in the event the County is seeking a new contractor.
- 2.2.7.4 Consistent with the terms and condition of this agreement, UTMB will maintain all current and active medical records. The County will maintain ownership of all records and will be responsible for storage and archiving of non-active records.

### 2.3 Administrative Support:

- 2.3.1 UTMB agrees to provide management, staffing, facilities, equipment and supplies necessary for the provision of Covered Services unless specifically identified as County Responsibility in Section 3.1 below.  
**(See Attachment A for the basic staffing plan for Jefferson County Jail)**
- 2.3.2 UTMB shall provide all reports relating to the provision of Covered Services in a format acceptable to Jefferson County for the purpose of monitoring UTMB's performance. UTMB agrees to provide other reports relating to the provision of health care as reasonably requested by the County and mutually agreed and determined at contract commencement.
- 2.3.3 To the extent permitted by law, UTMB's records and personnel shall be provided to the County and/or County's legal counsel to defend any and all claims and/or grievances against the County and its Officials and employees related to the provision of services under this Agreement.
- 2.4 **Supplies and equipment.** All equipment and supplies presently on hand will remain in place when UTMB begin services at Jefferson County Jail. UTMB shall provide necessary supplies, equipment for the provision of Covered Services. UTMB reserves the right to negotiate additional funding for replacement of needed medical equipment (items cost exceeding \$500) determined to be unreliable or unserviceable upon commencement of the contract term.

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## 2.5 Physician Liaison:

- 2.5.1 To the extent permitted by the laws of the State of Texas and the established policies and procedures of The University of Texas System and UTMB, UTMB agrees to designate a Physician Liaison to collaborate with the County in the following areas: peer review; quality assurance monitoring; utilization review activities; and clinical policy and procedure development and implementation (e.g. protocols, formulary).
- 2.5.2 The UTMB Physician Liaison shall serve as liaison between County and off-site health care facilities on an ongoing basis regarding Inpatient admissions, treatment and discharges.
- 2.5.3 The UTMB Physician Liaison shall remove within three (3) hours any UTMB personnel assigned to Facilities upon request of the Sheriff or designee.
- 2.5.4 The UTMB Physician Liaison shall work closely with the County's medical, mental health and case work staff in a team approach to medical care and provide consultation and teach, as indicated, regarding the treatment of patients.
- 2.5.5 The UTMB Physician Liaison shall provide a 24-hour emergency telephone number for after-hours consultations with County staff when detention facility physicians are not available for consultation.
- 2.5.6 The UTMB Physician Liaison shall maintain all licenses and/or certification credentials for all UTMB personnel and shall provide the County with copies of verified licenses and/or certifications upon request.
- 2.5.7 The UTMB Physician Liaison shall arrange for UTMB's staff to be available for initial on-site orientation by County staff.
- 2.5.8 The UTMB Physician Liaison shall arrange for UTMB's staff to be available for ongoing training including in-service training by County staff as changes in protocols and procedures are made.

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2.5.9 The UTMB Physician Liaison shall maintain training files. Copies of training verification documents shall be provided to the County upon request.

### **III. Specific Responsibilities of the Parties:**

#### **3.1 County's Responsibilities:**

- 3.1.1 The County agrees to pay in advance for fees in accordance with section IV below at the first of each quarter beginning November 1, 2015 to be wire transferred on or before the tenth working day of the first month of each quarter and thereafter.
- 3.1.2 County agrees to reimburse UTMB for any charges incurred by UTMB which are in excess of any amounts for which UTMB is responsible under this agreement.
- 3.1.3 County agrees to pay UTMB for any additional expenses incurred on County's behalf in the evacuation of the Jefferson County Jail in response to or in anticipation of a natural disaster such as hurricane or flooding.

#### **3.2 Sheriff's Responsibilities:**

- 3.2.1 The Sheriff shall be responsible for all aspects of security and transportation of Inmates needing medical treatment in Jefferson County.
- 3.2.2 The Sheriff shall provide UTMB daily no later than 8:30 a.m. with accurate information detailing the number, names and locations of Inmates booked in and housed in Jefferson County Jail. Information must be provided in the manner detailed on (Attachment B).
- 3.2.3 The Sheriff agrees to provide Inmates with access to UTMB health care providers. In the event such health care is to be provided Off-site, Jefferson County Sheriff ("Sheriff") shall arrange appropriate transportation for that purpose in coordination with UTMB.
- 3.2.4 The County agrees that all supplies and equipment currently on-site may be used by UTMB.

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- 3.2.5 The County will offer the same benefit, such as employee parking rates, currently available to Jefferson County employees to the UTMB staff as long as such benefit is at no cost to Jefferson County.
- 3.2.6 The County will provide input to UTMB during an annual performance evaluation of UTMB onsite medical staff.
- 3.2.7 The County agrees to assist UTMB or UTMB's contractor in the implementation and installation the necessary cables and wires within the designated medical department required for the Electronic Medical Records (EMR) and Digital Medical System (DMS).

### **3.3 UTMB's Responsibilities:**

- 3.3.1 UTMB agrees to provide a quarterly invoice to the County.
- 3.3.2 UTMB agrees to adhere to TCJS standards concerning inmate grievances.
- 3.3.3 UTMB agrees that all service providers and/or medical providers will be subject to security clearance background checks. UTMB agrees that access will be denied to any personnel who fail the background checks.
- 3.3.4 UTMB agrees to adhere to all security procedures as set by the Sheriff's department.
- 3.3.5 As an agency of the State of Texas, liability for the tortious conduct of non-faculty physician and staff employees is provided solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.
- 3.3.6 County shall furnish a standard form to any member of the public for the purpose of requesting medical care or evaluation for any particular inmate held at the center. The County and UTMB shall agree on a procedure by which UTMB will receive any such completed forms on a daily basis. UTMB agrees to timely and appropriately respond to such request and shall notify the requestor when the inmate has been seen. UTMB agrees to provide monthly service report to the Sheriff as mutually agreed on a format setting out the number of inmates seen pursuant to this agreement including whether for personal evaluation, telemedicine evaluation and treatment or for referral off the county jail. UTMB shall provide this

information to the Sheriff, the liaison person designated by the Jefferson County Commissioner's Court and to the Jefferson County Judge.

- 3.3.7 UTMB agrees to offer comparable jobs to current staff of the Jefferson County jail as long as these personnel meet the required standards of UTMB.
- 3.3.8 UTMB will provide pre-employment physicals for correctional staff up to 50 annual physicals. A charge of \$150 will be added for any additional pre-employment above 50 annual physicals per contract year.

#### **3.4 Services not UTMB's responsibility:**

- 3.4.1 Behavioral Health (such as counseling), including drug and alcohol addiction.
- 3.4.2 Outpatient Pharmacy
- 3.4.3 Take home medical supplies. Only inmates with chronic medical conditions including inmates receiving psychiatric, AIDS or hypertension medication will be given a 10 to 30 day supply of their medication upon release as required by treatment guidelines.
- 3.4.4 UTMB shall not be responsible for any off-site Inmate health care costs or charges, including off-site provider service and inpatient hospital admissions.
- 3.4.5 UTMB shall not be responsible for any Inmate Health care costs incurred when the Inmate is not counted as a part of the general jail population of Jefferson County, Texas for any reason, including, but not limited to, escape or custody in a jail or detention facility not belonging to Jefferson County.
- 3.4.6 UTMB will not be liable for any Inmate health care costs incurred during unauthorized absence from Jefferson County Correctional Facility.
- 3.4.7 UTMB is not responsible for the healthcare cost for any offender that does not clear the initial medical screening upon arrival in the jail.

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3.4.8 UTMB will assist Jefferson County by managing Off-site hospitalization and Outpatient facility and/or physician charges for services provided to inmates Off-site by non-UTMB staff. (See information under Section IV Fee Schedule.)

**IV. Fee Schedule.** The charges for services will be as follows:

UTMB agrees to provide health care services at an annual rate of \$3,164,469 (\$263,706 per month) for year one effective November 1, 2015 through October 31, 2016 using a daily average population of 900 and not to exceed 960. If Jefferson County inmate population exceeds 960 for more than 30 consecutive days, UTMB will bill Jefferson County an additional \$0.97 per inmate per day the population exceeds 960. UTMB reserves the right to negotiate with Jefferson County for additional staff as agreed by both parties. UTMB will not consider INS offenders in the daily population count.

**(See attachment C for contract price for year 1 and year 2)**

This Agreement includes no off-site financial risk for UTMB. UTMB will, however, closely manage off-site outpatient and inpatient activities, and provide off-site contract negotiations, claims payment, and utilization review/management services. On an annual basis, UTMB will allocate \$500,000 (\$125,000 quarterly) from all payments for the processing and payment of non-covered services to include offsite provider and hospital claims. Claims will be reconciled on a quarterly basis. At the end of each quarter, UTMB will reconcile the previous quarter's actual expenses against the quarterly total allocation of \$125,000. UTMB will invoice County for any expenses in excess of the quarterly total allocation. If the quarterly expenses are less than the quarterly allocation, UTMB will refund to County the difference between quarterly fees and quarterly expenses.

**V. Mutual Responsibilities. Both parties agree to the following:**

**Indemnification.** To the extent authorized by the Constitution and laws of the State of Texas, the County shall hold harmless and indemnify UTMB, the State of Texas, Board of Regents, University of Texas System and their officers, employees and agents, from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of County, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence. To the extent authorized by the Constitution and laws of the State of Texas, UTMB shall hold harmless and indemnify County from and against, any and all claims, liabilities, losses, judgments, expenses and/or

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damages resulting from or attributable to any act or omission of UTMB, its officers, medical staff or employees, including any acts constituting negligence or gross negligence.

5.2 **Term.** Agreement will be effective for a term of five (5) years where two (2) year base and then three (3) one year option renewal each commencing on November 1, 2015 and expiring on October 31, 2020. UTMB and County hereby extend to one another the bilateral right to exercise an option to renew this inter-local agreement and renegotiate terms as required. Each renewal is to be executed in the form of an amendment to the inter-local agreement extending the contract period. The county must exercise an option to renew not earlier than ninety (90) days before expiration of the inter-local agreement or the renewal period and not later than thirty (30) days prior to the end of the inter-local agreement or the renewal period. UTMB will automatically renew the inter-local agreement subject to Section 5.2.1 hereof unless UTMB provides notice of non-renewal to Jefferson County at least 180 days prior to the expiration of the inter-local agreement or the renewal period. An option to renew may not cover more than one year each, and the total period of this inter-local agreement, including the primary term and all renewals, may not exceed a maximum combined period of five (5) years.

5.2.1 **CPI Escalator.** After the first year of the initial term of the contract and for each subsequent renewal, the contract will be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region.

5.3 **Termination Without Cause.** This Agreement may be terminated by either party without cause by written notice received via certified mail at least ninety (90) days in advance of the effective date of termination.

5.4 **Dispute Resolution.** The parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code for UTMB and the County to attempt to resolve all disputes arising under this Agreement. The County must give written notice to UTMB of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event giving rise to the claim. By its execution of this Agreement, the County acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of UTMB's or the County's immunity from suit. The parties agree that this

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Agreement shall be construed in accordance with the laws of the State of Texas and any action shall be brought in a court of competent jurisdiction in Galveston County, Texas.

5.5 **HIPPA.** The County agrees to keep private and to secure any information provided by UTMB that is considered either Individually Identifiable Health Information (IIHI) by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d-8 (HIPAA) or Protected Health Information (PHI) as promulgated in 45 CFR Part 164 (HIPAA Privacy Regulations) and 45 CFR Part 142 (HIPAA Security Regulations) should the HIPAA Security Regulations become final and effective. The County agrees to only use and disclose PHI as required to perform the services outlined in this Agreement, which may include the proper management and administration of the County and the County may provide data aggregation services to the health care operations of UTMB. The County will not use or further disclose PHI other than as permitted under this Agreement and the County will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by the Agreement. The County agrees to promptly notify UTMB of any use or disclosure of PHI not provided for in this Agreement. The County agrees to notify UTMB of its corrective actions to cure any breaches as soon as possible. The County understands that UTMB may terminate this Agreement immediately if the County's actions are not successful in remedying the breach and UTMB may report the problem to the Secretary of Health and Human Services. The County shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement. The County agrees to follow §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. The County agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by UTMB available to the Secretary of Health and Human Services or UTMB for purposes of determining the County's compliance with the HIPAA Privacy Regulations. After the County has completed working with or using PHI provided by UTMB, the County agrees to return or destroy all PHI if feasible and if not feasible the County agrees to continue to protect the PHI from wrongful uses and disclosures. If the County decides to destroy PHI provided by UTMB under this Agreement, the County will keep a record of the proper destruction or provide UTMB with notice and certification of proper destruction of PHI.

5.6 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be amended/modified only in writing and signed by both parties.

**VI. Notices. Notices shall be effective only when in writing and addressed as follows:**

UTMB: Cheryl A. Sadro, CPA and MSM  
Chief Business & Finance Officer  
UTMB Administration Bldg., Suite 6.206  
Galveston, Texas 77555-0128  
(409- 266-2006)

cc: Director, Financial Services  
UTMB Correctional Managed Care  
301 University Blvd.  
Galveston, Texas 77555-1208  
(409-747-2600)

**JEFFERSON COUNTY**

**THE UNIVERSITY OF TEXAS  
MEDICAL BRANCH AT GALVESTON**

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Name:  
Title:

Cheryl A. Sadro, CPA, and MSM  
Chief Business & Financial Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Interlocal Agreement to Provide Medical Services  
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## Attachment A

### Proposed Staffing Pattern for Jefferson County Jail:

POSITION	FTE	HOURS/WEEK
RN Nurse Manager	1.0	40 hours / week
RN Director of Nursing	1.0	40 hours / week
RN Staff Nurse	4.2	24 hour / 7 day coverage
LVN	5.6	24 hour / 7 days coverage
EMT	4.8	24 hour / 7 days coverage
Medical Director	0.3	12 hours / week
Mid-Level Provider (PA/NP)	1.0	40 hours / week (M – F)
Medication aides	2.8	1 medication aide on days; 1 medication aide on evenings / 7 days coverage
Medical Records Clerk	1.0	40 hours / week (M – F)
CCA – Clerical Support	1.0	40 hours / week (M – F)
Psychiatrist	0.25	10 hours per week (in person or via Telemedicine)
Licensed Prof Counselor	1.5	60 Hours / week (M - F)
Dentist	0.4	16 hours / week
Dental Assistant	0.4	16 hours / week
<b>TOTAL FTEs</b>	<b>25.25</b>	

**Attachment B**

- Inmate# (or other unique identification number)
- Last Name
- First Name
- DOB
- Sex
- Unit Code (if more than one unit in the contract)
- Date of Incarceration/ Book-in date

Provided in a "data file" (no report headers)

One line of data per inmate

Fixed length data fields – OR – Comma delimited data fields

Preferably FTPed to Galveston

Secondary option – emailed to Galveston employee

Secondary option – data file put onto EMR network share drive

Information from the County should be provided daily or multiple times per day for those locations with high volume intake.

**Attachment C****Fee Schedule for Jefferson County Jail:**

<b>Year 1</b>	<b>November 1, 2015 thru October 31, 2016</b>	\$3,164,469.00 Annually \$791,117.25 / Quarterly
	This annual rate covers a maximum of 960 inmates.	
	For populations over 960 inmates, UTMB will bill an additional \$0.97 pmpd If the population exceeds 960 inmates for 30 consecutive days.	
<b>Year 2</b>	<b>November 1, 2016 thru October 31, 2017</b>	\$3,227,758.00 Annually \$806,939.50 / Quarterly
	This annual rate covers a maximum of 960 inmates.	
	For populations over 960 inmates, UTMB will bill an additional \$0.97 pmpd If the population exceeds 960 inmates for 30 consecutive days.	
<b>Years 3-5</b>	<b>* For year 3 and beyond a 2% increase over prior year or Medical CPI change for Prior 12 months, whichever is greater.*</b>	



**AGENDA  
Addendum**

**September 8, 2015**

**Consider, possibly approve and authorize the County Judge  
to execute the SAVNS Maintenance Grant Contract No.  
1660000 between Jefferson County, Texas and the Office of  
the Attorney General for FY September 1, 2015 – August 31,  
2016.**

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
JEFFERSON COUNTY**

**OAG Contract No. 1660000**

This contract is executed between the Office of the Attorney General (OAG) and Jefferson County (GRANTEE) for certain grant funds. The Office of the Attorney General and Jefferson County may be referred to in this contract individually as "Party" or collectively as "Parties."

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2017. The Vendor Certification includes the offer to perform the "Requested Scope of Services – Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas..

**SECTION 2. TERM OF THE CONTRACT**

This contract shall begin on September 1, 2015 and shall terminate August 31, 2016, unless it is terminated earlier in accordance with another provision of this contract.

**SECTION 3. GRANTEE'S CONTRACTUAL SERVICES**

**3.1. Grantee Services Agreement.** GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that

are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendors performance according to Services Agreement; satisfactorily discharge GRANTEE’s obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.

**3.5 Scope of Services.** For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the “Scope of Services”. As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

## **SECTION 4. GRANTEE’S OBLIGATIONS AND REQUIRED REPORTS**

### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that

GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by the Authorized Official.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

**4.1.5. Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to

such records and other information.

#### **4.2 Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2 Written Explanation of Variance.** GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**4.2.4 “Problem Log.”** GRANTEE shall establish a “Problem Log” that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem and when the problem was resolved.

#### **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Requests for Reimbursement.** REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain

services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

**4.3.3 Fiscal Year End Required Reports.** On or before October 15, 2016, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR 200 titled Uniform Administrative Requirement (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:**

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will send its “Service Agreement Renewal Notice” (or other similar document) and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2015. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.
- c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of

the next month following the end of each quarter. The quarters for FY2016 end on November 30, February 29, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2016 for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. If an invoice is submitted after the 5<sup>th</sup> day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5 (f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

**4.3.6 Close Out Invoice** GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

**4.3.7 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the

overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 5. OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

**5.3 Payment of Authorized Costs.** In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any

act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

## SECTION 6. TERMINATION

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

**6.4 Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

**6.5 Notices to Certified Vendor.** Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

## SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract. This includes but is not limited to any daily activity reports, time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

**8.1 Programmatic Reports, Notices and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Financial Reports (excluding Programmatic Reports, Notices and Information).** All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, CFR 200 Super Circular, or any other authorities relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable CFR 200 Super Circular, return of grant funds in the event of loss or misuse, and conflict of interest

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or

presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act**

**or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG.** **OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR,** GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any

subcontracting or assignment.

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.11 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

**11.12 Special Conditions.** Exhibit B is attached and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, including All Exhibits.** This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY  
GENERAL**

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Printed Name: \_\_\_\_\_  
Office of the Attorney General

**JEFFERSON COUNTY**

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Printed Name: \_\_\_\_\_  
Authorized Official

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
JEFFERSON COUNTY**

**OAG Contract No. 1660000**

**EXHIBIT A**

**Population Size: Large**

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

<b>Event</b>	<b>Cost for Jail</b>	<b>Cost for Courts</b>	<b>Maximum Number of Months</b>	<b>Total Grant Funds SHALL NOT EXCEED</b>
<b>Standard Maintenance Phase</b>	\$23,765.16	\$3,950.16	12	\$27,715.32

**AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY  
UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE  
ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS  
CONTRCT TO THE CERTIFIED VENDOR.**

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
JEFFERSON COUNTY**

**OAG Contract No. 1660000**

**EXHIBIT B**

**SPECIAL CONDITIONS**

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

**Special, September 08, 2015**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, September 08, 2015