

*Notice of Meeting and Agenda and Minutes
May 23, 2016*

SPECIAL, 5/23/2016 1:30:00 PM

BE IT REMEMBERED that on May 23, 2016, 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**
May 23, 2016

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **23rd** day of **May 2016** at its regular meeting place in the Jury Impaneling room, Jefferson County Courthouse, 1085 Pearl Street, Beaumont, Texas. Until further notice.

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: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

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PURCHASING:

1. Consider and approve specifications for (RFP 16-011/JW), Management of the Ford Park Entertainment Complex for Jefferson County.

SEE ATTACHMENTS ON PAGES 8 - 69

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve utilizing available Capital Project Funds for the repair of the Service Center Roof in the amount of \$34,564.10.

SEE ATTACHMENTS ON PAGES 70 - 74

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 75 - 76

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AIRPORT:

4. Consider and possibly grant approval for the "Texas Raiders" Gulf Coast Wing of the Commemorative Air Force to use ramp space at the Jack Brooks Regional Airport on Saturday, June 11th, 2016 for a static display and rides to the public of a B-17 Flying Fortress Bomber.

SEE ATTACHMENTS ON PAGES 77 - 78

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

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COUNTY AUDITOR:

5. Consider and approve budget transfer - Purchasing - additional cost for postage.

120-1022-415-4052	POSTAGE	\$600.00	
120-1022-415-5001	ADVERTISING		\$600.00

SEE ATTACHMENTS ON PAGES 79 - 79

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

6. Consider and approve applying for National Fish and Wildlife Foundation (NFWF) grant for funding Salt Bayou Siphons and authorize County Auditor to submit applications through easygrants.nfwf.org.

SEE ATTACHMENTS ON PAGES 80 - 81

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

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

120-2031-414-5062	TRAVEL EXPENSE	\$1,500.00	
120-2031-414-4052	POSTAGE		\$1,500.00

SEE ATTACHMENTS ON PAGES 82 - 82

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

8. Consider and approve budget transfer - District Clerk - additional cost for Jury Appreciation week.

120-2031-414-5077	CONTRACTUAL SERVICE	\$500.00	
120-2031-414-3078	OFFICE SUPPLIES		\$500.00

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SEE ATTACHMENTS ON PAGES 83 - 83

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

9. Regular County Bills - check #402783 through checks #421017.

SEE ATTACHMENTS ON PAGES 84 - 91

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

ADDENDUMS

COUNTY CLERK:

10. Consider and possibly approve an additional 90 day extended leave without pay for Denise Plummer a Deputy Clerk in the County Clerk's Office.

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

COUNTY COMMISSIONERS:

11. Consider, possibly approve, execute and receive and file contract between Jefferson County and Dr. A.C. Walkes as the Medical Director for Jefferson County.

SEE ATTACHMENTS ON PAGES 92 - 95

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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12. Consider and possibly approve granting a 30-day extension for the Jefferson County Emergency Service District No. 3 to file its FY 2014-15 annual audit report in accordance with Section 775.082 of the Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 96 - 98

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

13. Consider and possibly approve granting a 30-day extension for the Jefferson County Emergency Service District No. 4 to file its FY 2014-15 annual audit report in accordance with Section 775.082 of the Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 99 - 101

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

14. Consider, possibly approve, authorize the County Judge to execute, receive and file GLO Contract No. 16-272-00-9786, Community Development Block Grant-Hurricane Rita Funding Disaster Recovery Program for construction of a portion of the clay berm and dune restoration.

SEE ATTACHMENTS ON PAGES 102 - 148

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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ENGINEERING:

15. Execute, receive and file Utility Permit 04-U-16 to West Jefferson Municipal Water District for the distribution of potable water. This project is located in Precinct 3.

SEE ATTACHMENTS ON PAGES 149 - 161

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

16. Consider and possibly approve the Minor Plat of Martine Road Subdivision showing the division of real property of a single owner. This plat meets Engineering approval and is outside the City ETJ. Project is located in Precinct No. 3.

SEE ATTACHMENTS ON PAGES 162 - 162

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Request for Proposal

May 23, 2016

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 16-011/JW, Management of the Ford Park Entertainment Complex for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://co.jefferson.tx.us/Purchasing/main.htm>, or by calling 409-835-8593.**

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and six (6) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a **Mandatory Pre-Proposal Conference** on Day Here, Date Here, at Time Here am CDT in the Location Here.

PROPOSAL NAME:	Management of the Ford Park Entertainment Complex for Jefferson County
PROPOSAL NO:	RFP 16-011/JW
DUE DATE/TIME:	11:00 AM CDT, Tuesday, June 28, 2016
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

A circular stamp with the words "JEFFERSON COUNTY TEXAS" around the perimeter and a signature "Deborah L. Clark" in the center.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 25th & June 1st, 2016

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Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Entertainment Complex Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and six (6) copies of the proposal should be mailed or delivered no later than 11:00 AM CDT, Tuesday, June 28, 2016, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, TX 77701.
- Explanations, exceptions, comments, etc. pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

PLEASE READ THE “PROPOSAL SUBMITTAL CHECKLIST” INCLUDED IN THIS PACKAGE.

Company

Address

Authorized Representative (Please print)

Authorized Signature

Telephone Number

Fax Number

Title

Date

1. Introduction to Offerors

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

Jefferson County, Texas is accepting responses to this Request for Proposals (RFP) from firms experienced in managing sports and entertainment facilities and that are interested in providing management services for the Ford Park Entertainment Complex located in Beaumont, Texas. The management firm shall oversee all aspects of the complex including operations, concessions, scheduling, ticketing, and marketing.

Firms responding to this RFP must be prepared to undertake in the most efficient manner, all aspects of facility management, marketing, and operations of the Ford Park Entertainment Complex. Respondents to the RFP shall be expected to meet or exceed the minimum qualifications set forth in this RFP document. The intent of this RFP is to select a facility management entity that is qualified and capable of operating and managing the Ford Park Entertainment Complex on behalf of Jefferson County.

Selection will be made on the basis of the proposal that is deemed most advantageous to County.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein**. Be sure your proposal package is complete.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson, Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement,

including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

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

Offerors are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Proposal Submission.

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

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires all awarded vendors to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. Awarded Vendors must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

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

1.15 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.16 Withdrawal of Proposal

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.17 Emergency/Declared Disaster Requirements

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

1.18 Minority-Women Business Enterprise Participation

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

1.19 Award

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.21 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

1.22 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.26 Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.27 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 Loss, Damage, or Claim

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

1.29 Taxes

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.32 Waiver of Subrogation

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

1.33 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its

offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.34 Insurance Requirements

The contractor (including any and all subcontractors as defined in Section 1.35.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
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Excess Liability	\$1,000,000.00
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Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see attached)
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1.35 Worker's Compensation Insurance

1.35.1 Definitions:

1.35.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.35.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.35.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.35.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

- 1.35.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.30 above.
- 1.35.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.35.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1.35.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 1.35.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.35.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.35.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.35.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.35.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 1.35.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 1.35.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 1.35.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 1.35.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.35.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.35.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.35.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.35.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 1.35.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.35.1.1 – 1.35.9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

1.35.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.35.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

By the submission of a response to this RFP, Offeror acknowledges that they have read and understand the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind their acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.36 **Pre-Proposal Conference**

There will be a pre-proposal conference on Day & Date Here, at Time Here PM CDT, at Location Here.

1.37 **Delivery of Proposals**

All proposals are to be delivered by 11:00 AM CDT, Tuesday, June 28, 2016, to:

Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

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

County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 23 & 26	Friday & Monday	Christmas

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

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

Offeror must submit one (1) original and six (6) exact duplicate, numbered copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

1.38 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

1.39 Questions

Questions may be emailed to Jamey West, Assistant Purchasing Agent at:
jwest@co.jefferson.tx.us.

1.40 Tentative Schedule of Events

May 23, 2016	Issuance of Request for Proposal
Date Here	Mandatory Pre-Proposal Conference
June 28, 2016	Deadline Submission (late proposals will not be considered)
Week of July 4, 2016	Proposals distributed to Evaluation Committee
July 13, 2016	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of July 25, 2016	Conduct Interview/Best and Final Offer/Short List
August 8, 2016	Recommendation for Award

Please note:

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

2. Response Format

2.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offerors performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offerors principal contact person regarding all contractual matters relating to this RFP;
- f. The Offerors Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal

relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor 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 any employee or representative of same, in connection with this procurement.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CDT, June 28, 2016, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and six (6) copies of the proposal should be mailed or delivered to:

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

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. Scope of Services

4.1 Goals and Objectives

Jefferson County, Texas is accepting responses to this Request for Proposals (RFP) from firms experienced in managing sports and entertainment facilities and that are interested in providing management services for the Ford Park Entertainment Complex located in Beaumont, Texas. The management firm shall oversee all aspects of the complex including operations, concessions, scheduling, ticketing, and marketing.

Firms responding to this RFP must be prepared to undertake all aspects of facility management, marketing, and operations of the Ford Park Entertainment Complex. Respondents to the RFP shall be expected to meet or exceed the minimum qualifications set forth in this RFP document. The intent of this RFP is to select a facility management entity that is qualified and capable of operating and managing the Ford Park Entertainment Complex on behalf of Jefferson County.

All proposers are advised that The County has an obligation to negotiate in good faith with the current Ford Park Management Company for the extension of their agreement for the management of Ford Park.

The County intends the Ford Park Entertainment Complex as a high-quality complex that meets the needs of trade shows, consumer shows, meetings, entertainment, and community events. The County has identified the following operational goals for the complex. The intent is to achieve these goals in the most efficient and cost effective manner. Proposers should consider these goals an important part of the RFP process, as their ability to meet them will be carefully evaluated in the selection process. Goals that have been identified at this point are summarized below.

- Manage day-to-day operations of the complex in a cost effective, high quality, and efficient manner
- Develop and market products and services associated with the complex
- Management and creation of systems and policies to eliminate unnecessary operating expenses
- Work to ensure that events, exhibitions, trade shows, and other meetings are attractive to and retained at the complex by producing exhibitor-friendly and cost effective environment
- Properly maintain and safeguard the County's investment in the complex through the exercise of the highest standards of maintenance and preservation, and as the need arises, recommend capital improvements
- Provide superior services to users of the complex and patrons and visitors attending events at the complex, thereby maximizing customer satisfaction as exhibited by industry-wide positive image of the complex, and maximizing re-bookings
- Develop and oversee a customer friendly, cost efficient labor workforce
- Maximize the economic impact to the community, region, and state (via the accommodation of non-local events, trade shows, conferences, and meetings) and overall utilization of the facility, while focusing on minimizing the annual operating cost for the complex
- Develop and implement initiatives to penetrate new markets, attract new events and promote the complex to enhance the usage of the complex and to increase local and nearby motel occupancy

4.2 Facility Information

Ford Park Entertainment Complex is a state of the art multipurpose facility that has been under the management of SMG since its opening. The current contract with SMG is due to expire on March 31, 2017.

The complex is made up of 5 facilities on 221 acres. The five facilities (as described below) are: Ford Fields; Ford Pavilion; Ford Arena; Ford Exhibit Hall; and Ford Midway. The complex also offers Meeting Rooms and The Barns.

- **Ford Fields** – opened in 2002. It is comprised of 12, championship caliber, fast pitch youth softball/baseball fields. Each field has hard covered stands and all-weather-in fields. The complex has one centralized gate, concession stands, restrooms, and 1,000 on-site parking spaces.

- **Ford Pavilion** – opened in the Spring 2003. The 14,000-seat Pavilion has first class amenities including state-of-the-art lighting and sound, ample parking, restrooms, food and beverage plazas.

- **Ford Arena** – opened in the Fall of 2003. The 8,500 seat multi-purpose arena hosts concerts, rodeos, circuses, motor sports and many other special events.

The Arena Club – A 2,300 sq. ft. club room inside the arena hosts meetings and large group events.

The Arena Floor - The arena floor offers a location that can be personally designed for sit-down dinners with parties of 250 to 1,000. It can also be used for trade and consumer show floor space.

- **The Main Lobby** – A 1,000 sq. ft. lobby that can be setup for formal banquets with parties of 200, into a “nightclub” for teen dance parties, or concert hall for up to 800.

- **Meeting Rooms** - Ford Park has 8 meeting rooms ranging in size from 525 sq. ft. to 1,680 sq. ft.

- **Ford Exhibit Hall** – opened in the Fall of 2003. The 48,000 sq. ft. of exhibit space includes eight individual meeting rooms, an 11,000 square foot lobby or pre function space, a full kitchen for catering, concession stands and restrooms. The exhibit hall is flexible enough to accommodate small banquets for 200 up to large company picnics for 1,000+. The exhibit hall also hosts concerts as well as consumer and trade shows. Ford Exhibit Hall is attached to the Arena offering a combined 83,000 sq. ft. of space.

- **The Barns** - Two free-span, open air barns offering space for such events as a company picnic, trail ride, or family reunion. The large barn measures to 44,000 sq. ft. while the small barn measures to 25,000 sq. ft. Call for rates.

- **Ford Midway** – opened in the Fall of 2003. With 9 acres of paved Midway, there is plenty of room for festivals, fairs, and rodeos. Structures in Ford Midway include a 45,000 sq. ft. practice arena, over 25,000 sq. ft. of covered barn space and a dedicated parking area.

4.3 Concessions and Catering

Concessions and Catering Services for the Complex are currently being provided by SAVOR/SMG, and compensated at a rate of 2.5% gross receipts.

4.4 Ticketing Service

The ticketing service under contract for Ford Park is Ticketmaster. The term for this contract coincides with the current SMG management agreement.

4.5 Commercial Rights

Service for commercial rights at the Complex (advertising signage, sponsorships, premium seating, food and beverage product branding, pouring rights, etc.) are currently compensated through SMG's management.

4.6 Financials

Audited Financial Statements for the period ending September 30, 2014 are provided in these specifications. See Appendix A.

Audited Financial Statements for the period ending September 30, 2015 are provided in these specifications. See Appendix B.

4.7 Staffing

A complete list of full-time SMG employees at the Complex by title and salary range is provided in these specifications. See Appendix C.

4.8 Event History

An event history for the complex for Fiscal Years 2014 and 2015 are provided in these specifications. See Appendix D.

4.9 Marketing Plan

The current Marketing Plan for the Complex is provided in these specifications. See Appendix E.

5. Project Requirements

5.1 Objective

Responses should be prepared simply and economically, providing a straightforward and concise description of the responder's experience and qualifications related to the operation and management of Ford Park. At a minimum the following information should be included in your response. This outline is not all inclusive and respondents can provide additional information as deemed appropriate.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, the submissions in response to this RFP must be organized in the following manner:

5.2 General Information

Provide a transmittal letter that specifically states the responder understands of the work to be accomplished and briefly outlines the responder's strengths in providing the required services. The letter should also state that responder meets or exceeds the minimum qualification criteria previously outlined. This letter should be signed by an authorized corporate officer for each entity included as a team proposal.

Include the name of responder's firm/entity, address, telephone number, name of contact person, and the title of the RFP.

Provide a description of the proposing entity's current legal status (i.e. Corporation, Partnership, Sole Proprietor, Joint Venture, etc.)

Provide the proposing entity's current Federal and State Identification Numbers.

5.3 Firm Background and Qualifications

Provide a profile of your organization and describe its legal structure, principal officers and organizational structure. The responder must identify and distinguish between its own experience and qualifications and that of any parent entity, predecessor and/or wholly-owned or partially-owned subsidiary of the responder.

Provide a copy of any organization profile, sales brochure or other documentary information pertaining to your organization.

Provide resumes of key personnel and principals of the organization. Identify the extent to which each principal executive or staff member will be involved in the management of Ford Park Entertainment Complex and whether such involvement will be on a fully informed daily basis or in an advisory capacity.

Provide audited and certified financial statements for your organization's last three years of operation. If the responder is a Joint Venture, a copy of the Joint Venture agreement must be submitted for each party.

Provide a complete and detailed history of your organization's facility management experience for the last five years. Information provided should include a description of services provided, examples of successful operational strategies and the term of the management contract.

Provide a list of all facilities managed by your organization on behalf of public entities.

Provide an explanation of your organization's experience in working with public entities and other entities that market facilities for a public entity including cooperative efforts. Provide examples

of non-sporting events your organization has booked at arenas similar to Ford Park Arena, indicating the name of the event(s), where and when the event(s) occurred, and the event(s) attendance. Using specific examples, explain how your organization has effectively booked top-rate concert and family shows.

Each of the successful Offerors personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

5.4 Financial Sustainability:

To the extent available, proposers are encouraged to provide the following financial documents:

1. Balance Sheets for the prior three years.
2. Income Statements for the prior three years.
3. Statements of Cash Flows for the prior three years.
4. Statements of changes in stockholder's equity for the prior three years.
5. Notes to Financial Statements.
6. Corporate/partnership federal income tax returns for the last completed fiscal year.
7. Credit Report (e.g., Dun & Bradstreet Report)
8. Credit history letter(s) from financial institution(s).
9. Most recent quarterly financial statement.

In any event, should Jefferson County require evidence of financial stability other than what is submitted, the proposers will be expected to provide such acceptable evidence in order for their proposer to be considered responsive to this RFP.

5.5 Background and Project Summary

Provide a description of the overall philosophy and approach for the management and operation of the Ford Park Entertainment Complex. Provide information describing the proposed strategies, policies, and procedures to be employed in managing the Ford Park Entertainment Complex that clearly addresses the scope of services presented in this RFP.

5.6 Terminated Contracts

List any contracts (of the proposer) for Management and Operation Services of a facility that were terminated or not renewed within the past ten (10) years, including reasons for termination or non-renewal and whether the termination or non-renewal was initiated by the proposer or the facility.

5.7 Management Plan

Provide an explanation of the overall philosophy on how you would manage and operate the Ford Park Entertainment Complex. This may include:

An overview of the plan for transitioning from an existing management entity to your organization, including key steps, a timeline of critical milestones and a description of roles and responsibilities;

A suggested management organizational chart for key management of the Ford Park Entertainment Complex, including positions at the corporate and local levels;

Description of the reporting structure between facility management and corporate offices and Jefferson County;

Description of the resident management personnel that could be assigned to Ford Park Entertainment Complex;

Actual examples of management/financial reports used by your organization to advise governmental entities of performance;

5.8 Marketing Plan

Provide an explanation of the overall philosophy you would use to market Ford Park Entertainment Complex, including:

- A summary of components of a sales and marketing plan that you would consider for use at the Ford Park Entertainment Complex. Include elements that address your innovative and creative approach to the unique conditions with respect to the Ford Park Entertainment Complex.
- An overview of marketing and promotional concepts that will further the goals of Ford Park Entertainment Complex as a premier venue and maximize the benefits of Ford Park Entertainment Complex to Southeast Texas and surrounding areas;
- Description of your approach to booking/scheduling, promoting, advertising and marketing events at the Ford Park Entertainment Complex;
- Description of past experience working with entities such as Jefferson County or other entities in marketing and booking events. Describe how event scheduling and promoting will be coordinated with other entities;
- Identification of any competing facilities managed by your organization, including any facilities in the State of Texas regardless of size, and any facilities anywhere in the United States that are of such a size or in such a market as to compete with Ford Park Entertainment Complex for booking events. Present a plan for preventing any conflict of interest in managing competing facilities.

5.9 Operations and Management

Provide an operations and management plan that describes the operating policies and procedures for managing and operating the Ford Park Entertainment Complex, including approaches related to labor supplier and management, security, customer service, repair and maintenance and other primary building functions, training programs offered to staff, financial management, risk management, life/safety management, employee

management, and administrative policies and procedures. Include the key elements of a management plan for the Ford Park Entertainment Complex to include considerations for cost containment/expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, enhanced economic impact generation for Jefferson County, improvements to building maintenance procedures, and other key Ford Entertainment Complex operational characteristics.

5.10 Financial Plan

Provide an explanation of the overall financial plan for the Ford Park Entertainment Complex including:

Summarize your proposed strategy for minimizing the annual operating expenses and maximizing the annual operating revenues of the Ford Park Entertainment Complex. Your strategy should be based on existing understanding of the Ford Park Entertainment Complex operations and/or your overall approach for maximizing revenues and minimizing expenses;

Understanding the Jefferson County will be financially responsible for and will have final approval of capital improvements, please provide a description of your entity's role with respect to identifying and prioritizing capital improvements, including approval, billing, purchasing, and letting of contracts.

6. Proposal Evaluation and Selection Process

6.1 Introduction

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

6.2 Compensation Proposal

All proposers are advised that the current Ford Park Management Company made a capital contribution to facility improvements when the original contract was executed. At the end of Fiscal 2016 Year, the present contract term with such management company the unamortized amount of **(\$23,333.00)** of such original capital contribution will be required to pay this amount to the current management company in the event their contract is not renewed and a new management firm is selected.

Please provide an outline of a potential compensation proposal that you may be willing to enter into if selected as the Ford Park Entertainment Complex manager. Jefferson County is seeking creative compensation proposals, which may include, but should not be limited to, the following basic structure:

- At Risk Operator Structure – in such a scenario, the selected entity would be solely responsible for the operations of the Ford Park Entertainment Complex, retaining all operating revenues and accepting all responsibility for all operating expenses, including any potential operating losses.
- Base and Incentive Fee Structure – under this plan, the selected entity would receive a base fee and potential incentive fee in exchange for operating the facility, while all operating revenues and expenses would be allocated to Jefferson County.
- Other Compensation Plan – please identify any alternative compensation plans related to the operation of the Ford Park Entertainment Complex that Jefferson County should consider as a part of your submission. This could include options for risk sharing, marketing participation or such options which could further promote the success of the Ford Park Entertainment Complex and limit Jefferson County's operating exposure.
- The intent of this request is to obtain a preliminary understanding of the potential compensation structures that may be required in a new management agreement for the Ford Park Entertainment Complex.

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee.

6.4 Evaluation Criteria (Total 100 Points)

Experience in the Industry Network of Promoters Ticket Master Sales	20 points
Experience in the region	20 points
Compensation (total 35 points)	
Management Fee	20 points
Food and Beverage Fee	10 points
Other fees	5 points
Quality of Management Team	10 points
Marketing Plan	5 points
Financial Soundness	10 points

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and make a recommendation to the Commissioners' Court.

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offeror s immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Offeror Must Complete and Return This Page With Offer.

Signature Page

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Date Received</div>
1	Name of vendor who has a business relationship with local governmental entity.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small>	
3	Name of local government officer about whom the information in this section is being disclosed. <hr style="width: 100%; border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="text-align: center; margin-bottom: 5px;">Name of Officer</div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; width: 100%; margin-bottom: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; width: 100%; margin-bottom: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; width: 100%; margin-bottom: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <hr style="width: 100%; border: 0; border-top: 1px solid black; margin: 10px 0;"/>	
4	<hr style="width: 100%; border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between; width: 100%;"> <div style="width: 45%;">Signature of vendor doing business with the governmental entity</div> <div style="width: 45%;">Date</div> </div>	

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

**Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		
<p>1 Name of Local Government Officer</p>		OFFICE USE ONLY <div style="border: 1px solid black; padding: 5px; height: 100px; vertical-align: top; margin-bottom: 10px;"></div> <p>Date Received</p>
<p>2 Office Held</p>		
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p style="text-align: center;">_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

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

Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?

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

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

Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why**.

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

Printed Name of Authorized
Representative

Signature

Title

Date

Offeror Must Complete and Return This Page With Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
 Street _____ City _____ State _____ Zip _____

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Offeror Must Complete and Return This Page With Offer.

Residence Certification/Tax Form

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

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

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

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Offeror Must Complete and Return This Page With Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

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

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

Name and address of bidder: _____

Fax: _____ Telephone# _____
by: _____ Title: _____
(print name)

Signature: _____

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

this the _____ day of _____, 2016.

Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.

APPENDIX A

4.6 Financials

SMG OPERATIONS – FORD PARK

AUDITED FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

SMG OPERATIONS – FORD PARK**TABLE OF CONTENTS****SEPTEMBER 30, 2014**

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Statement of Net Position	3
Statement of Revenues, Expenses and Changes in Net Position.....	4
Statement of Cash Flows	5
Notes to Financial Statements.....	6 – 7



INDEPENDENT AUDITORS' REPORT

To the Management of
 SMG/Ford Park
 Beaumont, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of SMG Operations – Ford Park as of and for the year ended September 30, 2014, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SMG Operations – Ford Park as of September 30, 2014, and the changes in financial position and cash flows thereof, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the operations managed by SMG Operations – Ford Park, and do not purport to, and do not, present fairly the financial position of Jefferson County, Texas, as of September 30, 2014, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Pathillo, Brown & Hill, L.L.P.

Waco, Texas
March 17, 2015

SMG OPERATIONS - FORD PARK**STATEMENT OF NET POSITION****SEPTEMBER 30, 2014****ASSETS**

Current assets:	
Cash and investments	\$ 897,102
Accounts receivable (note 2)	61,068
Prepaid expenses	2,914
Inventory, at cost	<u>31,768</u>
Total assets	\$ <u>992,852</u>

LIABILITIES AND NET POSITION

Current liabilities:	
Accounts payable	113,627
Accrued expenses	182,974
Deferred revenue (note 3)	80,100
Customer deposits	<u>42,655</u>
Total liabilities	<u>419,356</u>
Net position:	
Unrestricted	<u>573,496</u>
Total liabilities and net position	\$ <u>992,852</u>

The accompanying notes to the financial statements are an integral part of the statement.

SMG OPERATIONS - FORD PARK**STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION****FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014****OPERATING REVENUES**

Charges for services	\$ 3,018,785
Total operating revenues	<u>3,018,785</u>

OPERATING EXPENSES

Administrative	140,074
Contracted services	3,113
Insurance	430,855
Event expenses	1,539,575
Maintenance and repairs	217,975
Management fees	121,701
Materials and supplies	86,842
Operations expenses	61,034
Salaries and benefits	1,440,812
Utilities	910,003
Total operating expenses	<u>4,951,984</u>

OPERATING INCOME BEFORE TRANSFERS

(1,933,199)

TRANSFERS2,042,039**CHANGE IN NET POSITION**

108,840

NET POSITION, BEGINNING464,656**NET POSITION, ENDING**\$ 573,496

The accompanying notes to the financial statements are an integral part of the statement.

SMG OPERATIONS - FORD PARK

STATEMENT OF CASH FLOWS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers and users	\$ 3,075,559
Payments to employees	(1,426,274)
Payments to suppliers	(3,405,606)
Net cash used by operating activities	<u>(1,756,321)</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Transfers in	2,042,039
Net cash provided by noncapital financing activities	<u>2,042,039</u>

NET DECREASE IN CASH 285,718

CASH AND CASH EQUIVALENTS, BEGINNING 611,384

CASH AND CASH EQUIVALENTS, ENDING \$ 897,102

RECONCILIATION OF OPERATING LOSS TO NET CASH USED BY OPERATING ACTIVITIES

Operating loss	\$(1,933,199)
Net cash used by operating activities:	
Changes in assets and liabilities	
Accounts receivable	47,996
Prepaid expenses	(829)
Inventory	13,932
Customer deposits	11,061
Accounts payable	83,603
Accrued expenses	24,052
Deferred revenue	(2,937)
Total changes in assets and liabilities	<u>176,878</u>
Net cash used by operating activities	\$(<u>1,756,321</u>)

The accompanying notes to the financial statements are an integral part of the statement.

SMG OPERATIONS – FORD PARK

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2014

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Jefferson County, Texas (the “County”) was created in 1836 and organized in 1837 as one of the original counties of the Republic of Texas. The County operates under a Commissioners’ Court form of government. Some of the services of the County include operation of a detention system, construction and maintenance of roads, various levels of civil and criminal courts, a district attorney’s office, a county sheriff’s department, juvenile probation and detention, a mosquito control, a library, and other public health and social welfare services. The following is a summary of the most significant accounting and reporting policies and practices used by the County.

A. Reporting Entity

The accompanying financial statements include only the revenue and expenditures related to operations at Ford Park managed by SMG.

B. Special Purpose Financial Statements

The County owns Ford Park, which consists of an amphitheater, arena, midway, exhibition hall, agricultural barns, and softball diamonds. The County has engaged SMG to manage, operate, and promote the facilities which comprise Ford Park. SMG is responsible for paying the operating expenses at Ford Park from revenues generated by the facilities at Ford Park. In the event operating expenses exceed operating revenues, the County is required to fund this excess.

C. Basis of Presentation – Fund Accounting

Jefferson County uses funds and account groups to report its financial position and results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

D. Basis of Accounting

The financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned, and expenses when they are incurred. The operations are accounted for using a cost of service or “capital maintenance” measurement focus. This means that all assets and liabilities (whether current or non-current) associated with their activity are included in the fund’s statement of net position.

E. Capital Assets

Jefferson County has decided that all the capital assets relating to Ford Park should be accounted for by the County in order to maintain proper accountability and control.

F. Statement of Cash Flows

For purposes of the statement of cash flows, all highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

II. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following as of September 30, 2014:

Billed settlement charges -		
Rent and other event expenses	\$ 88,772	
Allowance	(27,704)	
		\$ <u>61,068</u>

III. DEFERRED REVENUE

Deferred revenue consists of income not yet earned on suites sold for Ford Park Arena, advanced ticket sales, and boxes sold for the amphitheater. It also includes deferred sponsorship income and naming rights.

APPENDIX B

4.6 Financials

SMG OPERATIONS – FORD PARK

AUDITED FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

SMG OPERATIONS – FORD PARK**TABLE OF CONTENTS****SEPTEMBER 30, 2015**

	<u>Page Number</u>
Independent Auditors' Report.....	1 – 2
Statement of Net Position	3
Statement of Revenues, Expenses and Changes in Net Position.....	4
Statement of Cash Flows	5
Notes to Financial Statements.....	6 – 7



INDEPENDENT AUDITORS' REPORT

To the Management of
 SMG/Ford Park
 Beaumont, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of SMG Operations – Ford Park as of and for the year ended September 30, 2015, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SMG Operations – Ford Park as of September 30, 2015, and the changes in financial position and cash flows thereof, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the operations managed by SMG Operations – Ford Park, and do not purport to, and do not, present fairly the financial position of Jefferson County, Texas, as of September 30, 2015, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
May 9, 2016

SMG OPERATIONS - FORD PARK**STATEMENT OF NET POSITION****SEPTEMBER 30, 2015****ASSETS**

Cash and investments	\$ 643,643
Accounts receivable (note 2)	130,417
Prepaid expenses	9,861
Inventory, at cost	49,833
	<hr/>
Total assets	833,754

LIABILITIES

Current liabilities:

Accounts payable	75,290
Accrued expenses	211,110
Unearned revenue (note 3)	109,572
Customer deposits	77,272
Total liabilities	473,244

NET POSITION

Unrestricted	\$ 360,510
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The accompanying notes to the financial statements are an integral part of the statement.

SMG OPERATIONS - FORD PARK

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

OPERATING REVENUES

Charges for services	\$ 3,359,698
Total operating revenues	<u>3,359,698</u>

OPERATING EXPENSES

Administrative	123,814
Contracted services	2,655
Insurance	439,105
Event expenses	1,732,250
Maintenance and repairs	341,197
Management fees	129,433
Materials and supplies	118,065
Operations expenses	106,072
Salaries and benefits	1,468,411
Utilities	896,190
Total operating expenses	<u>5,357,192</u>

OPERATING INCOME BEFORE TRANSFERS

(1,997,494)

TRANSFERS

1,784,508

CHANGE IN NET POSITION

(212,986)

NET POSITION, BEGINNING

573,496

NET POSITION, ENDING

\$ 360,510

The accompanying notes to the financial statements are an integral part of the statement.

SMG OPERATIONS - FORD PARK
STATEMENT OF CASH FLOWS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers and users	\$ 3,354,438
Payments to employees	(1,445,829)
Payments to suppliers	(3,946,576)
Net cash used by operating activities	<u>(2,037,967)</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Transfers in	<u>1,784,508</u>
Net cash provided by noncapital financing activities	<u>1,784,508</u>

NET DECREASE IN CASH

(253,459)

CASH AND CASH EQUIVALENTS, BEGINNING

<u>897,102</u>

CASH AND CASH EQUIVALENTS, ENDING

<u>643,643</u>

RECONCILIATION OF OPERATING LOSS TO NET**CASH USED BY OPERATING ACTIVITIES**

Operating loss	(1,997,494)
Net cash used by operating activities:	
Changes in assets and liabilities	
Accounts receivable	(69,349)
Prepaid expenses	(6,947)
Inventory	(18,065)
Customer deposits	34,617
Accounts payable	(38,337)
Accrued expenses	28,136
Deferred revenue	<u>29,472</u>
Total changes in assets and liabilities	<u>(40,473)</u>
Net cash used by operating activities	<u>\$ (2,037,967)</u>

The accompanying notes to the financial statements are an integral part of the statement.

SMG OPERATIONS – FORD PARK

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Jefferson County, Texas (the “County”) was created in 1836 and organized in 1837 as one of the original counties of the Republic of Texas. The County operates under a Commissioners’ Court form of government. Some of the services of the County include operation of a detention system, construction and maintenance of roads, various levels of civil and criminal courts, a district attorney’s office, a county sheriff’s department, juvenile probation and detention, a mosquito control, a library, and other public health and social welfare services. The following is a summary of the most significant accounting and reporting policies and practices used by the County.

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C. Basis of Presentation – Fund Accounting

Jefferson County uses funds and account groups to report its financial position and results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

D. Basis of Accounting

The financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned, and expenses when they are incurred. The operations are accounted for using a cost of service or “capital maintenance” measurement focus. This means that all assets and liabilities (whether current or non-current) associated with their activity are included in the fund’s statement of net position.

E. Capital Assets

Jefferson County has decided that all the capital assets relating to Ford Park should be accounted for by the County in order to maintain proper accountability and control.

F. Statement of Cash Flows

For purposes of the statement of cash flows, all highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

II. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following as of September 30, 2015:

Billed settlement charges -	
Rent and other event expenses	\$ 132,454
Allowance	(2,037)
	<u>\$ 130,417</u>

III. UNEARNED REVENUE

Unearned revenue consists of income not yet earned on suites sold for Ford Park Arena, advanced ticket sales, and boxes sold for the amphitheater. It also includes unearned sponsorship income and naming rights.

APPENDIX C

4.7 Staffing

SMG - Ford Park Administrative Salaries & Benefits Budget Summary

Dept	Title	
Executive		
	1 General Manager	
	1 Booking/Sales Administration	
	- Receptionist (PT)	
	Subtotal Executive	\$ 258,786.00
Finance		
	1 Director of Finance	
	1 Accounting Staff	
	1 Human Resource Coordinator	
	- AP Clerk (PT)	
	Subtotal Finance	\$ 241,347.00
Sales & Marketing		
	1 Director of Sales & Marketing	
	- Sales Coordinator	
	1 Marketing Coordinator	
	Subtotal Sales & Marketing	\$ 164,966.00
Operations		
	1 Operations Director	
	- Operations Manager	
	1 Housekeeping Supervisor	
	1 Changeover Supervisor	
	- Maintenance Tech/HVAC (PT)	
	1 Maintenance Supervisor	
	1 Fields Supervisor	
	- Laborers (PT)	
	Subtotal Operations	\$ 396,176.00
Event Services		
	- Event Services Director	
	- Event Manager	
	2 Event Coordinator	
	1 Bldg Security Supervisor	
	- Event Staff (PT)	
	Subtotal Event Services	\$ 165,010.00
Box Office		
	1 Box Office Manager	
	- Box Office Supervisor (PT)	
	- Box Office Staff (PT)	
	Subtotal Box Office	\$ 67,509.00
Food & Beverage		
	1 Director of Food & Beverage	
	1 Catering Manager	
	1 Concessions Manager	
	1 Executive Chef	
	1 F&B Finance Coordinator	
	- Lead Supervisors (PT)	
	Subtotal F&B	\$ 357,226.00
		\$ 1,651,020.00

APPENDIX D

4.8 Event History

FY14

Event Type	Quantity
Assembly	5
Banquet	9
Consumer/Public	11
Concert	4
Convention	7
Entertainment	4
Family Show	17
Meeting	10
Sporting	3
Softball/Baseball	78
Other	18
Tenant	8
	<hr/>

174

FY15

Event Type	Quantity
Assembly	3
Banquet	10
Consumer/Public	9
Concert	4
Convention	7
Entertainment	5
Family Show	6
Meeting	8
Sporting	6
Softball/Baseball	73
Other	30
Tenant	9
	<hr/>

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APPENDIX E

4.9 Marketing Plan

Approved FYE16 Operating Budget marketing allocations are as follows:

Website Maintenance	Ticketmaster Messenger	\$ 3,500	\$ 3,500
Travel	EAMC (Airfare/Hotel) - 2 ppl SMG National Marketing Summit (Airfare/Hotel) - 1 person Local (Mileage - Ticket Deliveries, Sign Hanging)	\$ 3,000 1,000 500	\$ 4,500
Meals & Entertainment	EAMC - 2 ppl SMG National Marketing Summit - 1 person Business Entertainment	\$ 500 250 250	\$ 1,000
Meetings & Conventions	EAMC Registration - 2 ppl SMG National Marketing Summit - 1 person	\$ 1,000 400	\$ 1,400
Dues & Subscriptions	Beaumont Enterprise Beaumont Rotary Club Beaumont Press Club	\$ - - 30	\$ 30
Office Supplies	Stationary & envelopes Business Cards	\$ 500 350 150	\$ 1,000
Advertising	Local PR/Advertising TVEyes - Media Monitoring Service	\$ 12,500 2,500	\$ 15,000
Photography Expense	Updated Overhead Facility Image Shots	\$ - -	\$ -
PR Activities		\$ -	\$ -
PR Firm/Agency Fees	Graphic Design Fees	\$ 500	\$ 500
Promotional	Promo items	\$ 1,000	\$ 1,000



"Strength in Construction"

Mailing Address: LA License # 54937

P.O. Box 20678

Beaumont, Texas 77720-0678 April 21, 2016

(409) 842-8181
 (409) 842-2274
 setex@setexconstruction.com
 setexconstruction.com

Mike Fuselier
Engineering Specialist
Jefferson County
1149 Pearl
Beaumont, TX 77701

General Contracting

Project: *Precinct 2 Service Center [Building 244]*

Construction Management

Subject: *"Proposal"*

Design-Build

Dear Mr. Fuselier:

Job Order Contracting

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Facilities Maintenance

Proposal Recap:

Commercial

1. Remove existing rock ballast from the roof.
2. Install ½" Duro Fold separator board
3. Install 50 mil Duro-Last thermoplastic membrane attached with mechanical fasteners.
4. Install new membrane flashings at all mechanical curbs and penetrations.
5. Provide roofing membrane, base flashings and component materials that comply with requirements for a class 1-120 roofing systems.
6. Provide owner with manufacturer's warranty for product membrane, material and accessories.
7. Remove coping cap, wrap membrane over the parapet wall, re-install existing coping.
8. Remove vent pipe over shop area.
9. Install curb cover.
10. Remove carpet and base in the supervisors and dispatch office.
11. Install VCT, vinyl base and associated reducers.

Industrial

Government

Healthcare

Infrastructure

Corporate

Exclusions:

Unforeseen items beyond specified scope listed above, overtime, sales tax, permits, and liquidated damages.

Education

Total Price This Proposal.....\$34,564.10

Performing Arts

This pricing is based on normal hours Monday thru Friday 7:00 am to 4:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to go over this estimate.

Historical

Respectfully submitted,
SETEX Construction Corp.

Michael Waidley
Project Manager

J16-0010



Preliminary Estimate, by line item
 Michael Waidley
SETEX Construction
15/041JN-11 - 2015 Choice Partners JOC Texas SETEX - Basic Contract Year
- 8/18/2015 to 8/17/2016
Pct 2 Service Center [Building 244] - J16-0010

Estimator: Michael Waidley

Division Summary (MF04)		Summary of tagged estimates...	
01 - General Requirements	26 - Electrical		
02 - Existing Conditions	27 - Communications		
03 - Concrete	28 - Electronic Safety and Security		
04 - Masonry	31 - Earthwork		
05 - Metals	32 - Exterior Improvements		
06 - Wood, Plastics, and Composites	33 - Utilities		
07 - Thermal and Moisture Protection	34 - Transportation		
08 - Openings	35 - Waterway and Marine Transportation		
09 - Finishes	41 - Material Processing and Handling Equipment		
10 - Specialties	44 - Pollution Control Equipment		
11 - Equipment	46 - Water and Wastewater Equipment		
12 - Furnishings	48 - Electric Power Generation		
13 - Special Construction	Alternate	\$44,056.79	
14 - Conveying Equipment	Trades		
21 - Fire Suppression	Assemblies		
22 - Plumbing	FMR		
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	MF04 Total (Without totalling components)	\$44,056.79	
Totalling Components			
Priced Line Items	\$44,056.79	Nonpriced Line Items	
RSMeans BEAUMONT, TX CCI 2015Q4, 86.00%	\$(6,167.95)	General Construction Bonding (2.5000%)	
2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$(4,167.77)		\$843.03
Material, Labor, and Equipment Totals (No Totalling Components)			
Material:	\$20,731.08		
Labor:	\$22,145.84		
Equipment:	\$479.88		
Other:	\$699.99		
Laborhours:	213.15		
Green Line Items:1	\$1,220.00		
Grand Total			\$34,564.10

Preliminary Estimate, by line item

Combined estimates...

Estimator: Michael Waidley

Item	Description	UM	Quantity	Unit Cost	Total	Book
Alternate						
1 01-11-31-30-1300	Engineering fees, structural, maximum	Project	28,000.0000	2.5000%	\$700.00	CUSTOM O&P P
2 01-31-13-20-0260	Field personnel, superintendent, average	Week	2.0000	\$3,450.00	\$6,900.00	CUSTOM L, O&P P
3 01-31-13-20-0260	Field personnel, superintendent, average	Week	0.1000	\$3,450.00	\$345.00	CUSTOM L, O&P P
4 01-54-33-60-4600-4	Rent per month for lifting and hoisting equipment rental, without operators, hoist and tower, personnel, electric, 2000 lb. capacity, 100' @ 125 FPM	Ea.	0.0000	\$9,790.00		CUSTOM E, O&P P
5 02-41-19-19-0122	Selective demolition, rubbish handling, the following are to be added to the demolition prices. The following are components for a complete chute system, regular chute, 36" diameter	Ea.	4.0000	\$470.00	\$1,880.00	CUSTOM M, L, E, O&P P
6 02-41-19-19-0154	Selective demolition, rubbish handling, the following are to be added to the demolition prices. The following are components for a complete chute system, bolt down frame and counter weights, 750 lb.	Ea.	1.0000	\$10,400.00	\$10,400.00	CUSTOM M, L, O&P P
7 02-41-19-19-0840	Selective demolition, rubbish handling, the following are to be added to the demolition prices. Dumpster, weekly rental, includes one dump per week, 40 C.Y. capacity, 10 tons	Week	1.0000	\$850.00	\$850.00	CUSTOM M, L, O&P P
8 05-15-16-70-0100	Temporary cable safety railing, each 100' strand includes, 2 eyebolts, 1 turnbuckle, 100' cable, 2 thimbles, 6 clips, one strand using 1/4" cable and accessories	C.I.F.	2.0000	\$610.00	\$1,220.00	CUSTOM Grn, M, L, O&P P
9 06-11-10-30-5920	Roof framing, roof cant, split, 4" x 4"	L.F.	66.0000	\$3.79	\$250.14	CUSTOM M, L, O&P P
10 07-05-05-10-2270	Selective demolition, thermal and moisture protection, roof edge, gravel stop	L.F.	66.0000	\$0.52	\$34.32	CUSTOM L, O&P P
11 07-05-05-10-3730	Selective demolition, thermal and moisture protection, roofing, built-up, embedded gravel removal	S.F.	2,507.0000	\$1.25	\$3,133.75	CUSTOM L, O&P P
12 07-22-16-10-0810	Roof deck insulation, excluding fastening, gypsum cover board, fiberglass mat facer, 1/2" thick $2180^{*}1.15 = 2,507.00$	S.F.	2,507.0000	\$1.08	\$2,707.56	CUSTOM M, L, O&P P
13 07-22-16-10-3010	Roof deck insulation, fastening alternatives, coated screws, 4" long $14^{*}25.07 = 350.98$	Ea.	350.9800	\$0.30	\$105.29	CUSTOM M, L, O&P P
14 07-22-16-10-3075	Roof deck insulation, fastening alternatives, 3" galvanized deck plates $14^{*}25.07 = 350.98$	Ea.	350.9800	\$0.08	\$28.08	CUSTOM M, L, E, O&P P
15 07-54-19-10-8880	Polyvinyl-chloride roofing (PVC), heat welded seams, reinforced, 60 mils, 0.40 Sq ft, partially adhered with mechanical fasteners $(2180+(208*3))^{*}1.15/100 = 32.25$		32.2460	\$206.00	\$6,642.68	CUSTOM M, L, E, O&P P
16 07-54-23-10-0220	Thermoplastic polyolefin roofing (T.P.O.), roofing, 60 mil membrane, heat welded Sq seams, mechanically attached		25.0700	\$84.15	\$2,109.64	CUSTOM L, E, O&P P

Preliminary Estimate, by line item

Estimator: Michael Waidley

Combined estimates...

Alternate	Item	Description	UM	Quantity	Unit Cost	Total	Book
		Labor used for attaching separator board					
17	07-65-10-10-0300	Sheet metal flashing and counter flashing, including up to 4 bends, aluminum, mill finish, .050" thick (62"2)*1.15 = 142.60	S.F.	142.6000	\$6.65	\$948.29 CUSTOM M, L, O&P	P
18	07-65-10-10-0300	R&R - Sheet metal flashing and counter flashing, including up to 4 bends, aluminum, mill finish, .050" thick Labor Adjustment: 150% of \$3.98 = \$5.97 ----- Using O&P Pricing (208-62)*2 = 292.00	S.F.	292.0000	\$5.97	\$1,743.24 CUSTOM L, O&P	P
19	07-65-10-10-0300	Demo - Sheet metal flashing and counter flashing, including up to 4 bends, aluminum, mill finish, .050" thick Labor Adjustment: 50% of \$3.98 = \$1.99 ----- Using O&P Pricing 62*2 = 124.00	S.F.	124.0000	\$1.99	\$246.76 CUSTOM L, O&P	P
20	07-65-10-10-0300-0400	Sheet metal flashing and counter flashing, painted finish, add (Modified using 07-65-10-10-0400) (62"2)*1.15 = 142.60	S.F.	142.6000	\$0.32	\$45.63 CUSTOM M, O&P	P
21	07-72-23-10-0100	Roof vents, mushroom shape, for built-up roofs, PVC, 6" high	Ea.	6.0000	\$42.50	\$255.00 CUSTOM M, L, O&P	P
22	07-72-33-10-9000	Roof hatch options, minimum labor/equipment charge	Job	1.0000	\$615.00	\$615.00 CUSTOM L, O&P	P
23	07-72-73-10-0200	Pitch pockets, variable sizes, adjustable, 4" to 7", side extenders, 6"	Ea.	8.0000	\$5.15	\$41.20 CUSTOM M, L, O&P	P
24	07-72-80-30-0100	Vent options, plastic, one way, for insulated decks, 1 per M.S.F., heavy duty	Ea.	4.0000	\$71.00	\$284.00 CUSTOM M, L, O&P	P
25	09-05-20-0400	Selective demolition, flooring, carpet, bonded, including surface scraping	S.F.	396.0000	\$0.49	\$194.04 CUSTOM L, O&P	P
		(12*18)+(12*15) = 396.00					
26	09-05-20-0850	Selective demolition, flooring, vinyl or rubber cove base	L.F.	114.0000	\$0.49	\$55.86 CUSTOM L, O&P	P
27	09-62-19-10-8370	Floating floor, floating floor, components, reducer moulding 3*3 = 9.00	L.F.	9.0000	\$6.25	\$56.25 CUSTOM M, O&P	P
28	09-65-10-10-3600	Latex underlayment, latex underlayment, cementitious for resilient flooring, 1/8" thick	S.F.	25.0000	\$4.69	\$117.25 CUSTOM M, L, O&P	P
29	09-65-13-13-1153	Resilient base, 1/8" rubber base, standard colors, corners, 4" high	Ea.	114.0000	\$3.98	\$453.72 CUSTOM M, L, O&P	P

Preliminary Estimate, by line item**Combined estimates...**

Estimator: Michael Waidley		
Item	Description	UM
30 09-65-19-19-7350	Vinyl composition tile flooring, vinyl composition tile, 12" x 12", 1/8" thick, S.F. marbleized $396 \times 1.15 = 455.40$	455.4000
	Alternate Total	\$44,056.79
	Estimate Grand Total	34,564.10



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: May 19, 2016

A handwritten signature in black ink, appearing to read "Deb Clark".

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

May 23, 2016

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	GATEWAY 460E LAPTOP	003485986	30725
<i>contact person: Peggy Coleman</i>			
COUNTY CLERK	CHAIR		
COUNTY CLERK	IBM WHEELWRITER 10 SERIES II	11-Z8346	7898
<i>contact person: Jessica Grammer</i>			
CONSTABLE PCT. 4	HP DESKJET 960C		32675
CONSTABLE PCT. 4	HP DESKJET 722C		23525
CONSTABLE PCT. 4	HP PSC 1315 ALL IN ONE FAX MACHINE		
<i>contact person: James Trahan</i>			
58th DISTRICT COURT	DESK CHAIR		
<i>contact person: Charley Anderson</i>			

Approved by Commissioners' Court: _____

**AGENDA ITEM****May 23, 2016**

Consider and possibly grant approval for the “Texas Raiders” Gulf Coast Wing of the Commemorative Air Force to use ramp space at the Jack Brooks Regional Airport on Saturday, June 11th, 2016 for a static display and rides to the public of a B-17 Flying Fortress Bomber.

The State of Texas
County of Jefferson

IMDEMNITY AGREEMENT

The Commemorative Air Force has requested the use of Jack Brooks Regional Airport for June 11th, 2016. The activities are static viewing and tour rides on a B-17, a T6 Texan and an N3N bi-plane. The area to be used for the event is depicted on Exhibit A. Event personnel and visitors are not to cross any safety fences or encroach upon any other airport property.

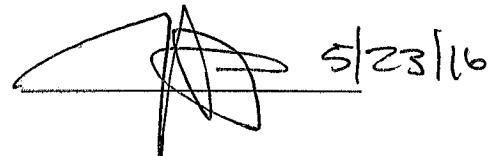
The Commemorative Air Force agrees to defend, indemnify and hold harmless Jefferson County and Jack Brooks Regional Airport for any and all claims and lawsuits for personal injuries, property damage, or any other damages arising from the static viewing and rides on the CAF aircraft at the Jack Brooks Regional Airport on June 11th, 2016.

The Commemorative Air Force also agrees to provide a copy of their Single Limit Bodily Injury and Property Damage policy in the amount of \$10,000,000 and \$250,000 for Passenger Liability occurring on June 11th, 2016 and naming Jefferson County and Jack Brooks Regional Airport as Additional Insureds. A copy of said policy will be given to the Airport Director, Alex Rupp no later than June 1, 2016.

IN WITNESS WHEREOF this 17 day of May 2016.



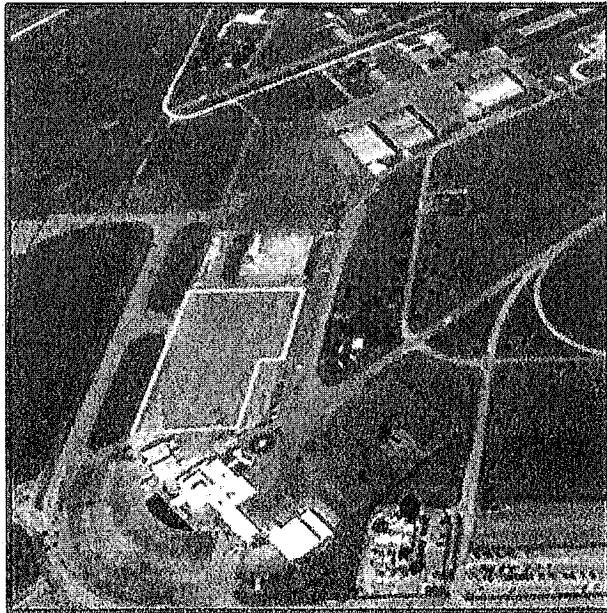
Nancy Kwiecien
Representative – Commemorative Air Force, Gulf Coast Wing



5/23/16

Alex Rupp, Airport Director

Exhibit A:



Area in Yellow on the left will be the area used for the event.



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

MEMORANDUM

To: Patrick Swain
County Auditor

From: Deborah Clark
Purchasing Agent

Date: May 16, 2016

Re: Purchasing Budget Amendment/2016

I am requesting a transfer \$600.00 from 12010224155001 to 12010224154052. This is for additional postage.

Thank you for your attention to this matter.

Don Rao

May 23
Agenda 80

From: Don Pitts <Don.Pitts@tpwd.texas.gov>
Sent: Wednesday, May 18, 2016 10:18 AM
To: Don Rao (drao@co.jefferson.tx.us)
Subject: Potential 2016 NFWF GEBF grant for the Salt Bayou Siphons
Attachments: GEBF_2016_Salt Bayou Siphon_final pre-proposal.docx; Salt Bayou Comments_Final.docx; Scope+of+Work+Management+Plan+and+Schedule+Narrative+Template_GEBF_2016.docx; Statement%2bof%2bLitigation (2).doc; 2016 GEBF Full Proposal Guidelines.pdf; Applicant Controls Questionnaire_GEBF_2016.docx; GEBF+Budget+by+Task+Template+2015.xlsx; Project+Overview+and+Natural+Resource+Benefits+Narrative+Template_GEBF_2016.docx

Don,

As we discussed, a full proposal for the Salt Bayou Siphons project has been requested by the NFWF GEBF program. To assist in the proposal preparation, we've attached a copy of the pre-proposal that was submitted for the project based on your application to one of the Deepwater Horizon restoration project websites and the related comments received from NFWF GEBF staff. As I indicated, because of a limited total budget for new projects this year, the Pre-proposal was written to include only the western most siphon. However, we have had one project fall out of our suite of initial proposals and, with the support of NFWF, we have decided to re-allocate funding such that approximately \$4.5 million is available to provide for the construction of both siphons.

I've also attached the 2016 Full Proposal Guidelines, an applicant questionnaire and submittal templates to ease the development of the full proposal. Please read through the Guidelines carefully before starting to assemble the full proposal.

Full proposal are due to NFWF on 6/13/2016. However, as I indicated, the **deadline for submitting the draft full proposal to TPWD is COB 6/6/2016**. The department wants to ensure that project activities and the associated budget remains consistent with the originally submitted pre-proposal. In addition, over the last several years of working through the process, we have learned how to craft proposals that address GEBF concerns up-front and make the application process easier and more successful.

Please utilize NFWF's online grant proposal management system, Easygrants, to prepare and submit the full proposal for consideration under the GEBF. Full proposal tasks in Easygrants will be assigned to current Easygrants point of contact for the lead organization unless otherwise directed. Please contact Paul Gaffney (paul.gaffney@nfwf.org / 202-595-2423) with any questions or issues regarding entering the full proposal in Easygrants. Below is a step-by-step sample of the process for starting a full proposal on Easygrants:

Sample full proposal invitation instructions:

Instructions for starting a full proposal in Easygrants for the "TX Gulf Environmental Benefit Fund 2016" funding opportunity:

- 1) Log in to <http://easygrants.nfwf.org>

- 2) Click **Apply for Funding**.
- 3) Click the link at the top of the instructions "**Click here to respond to an RFP or to a solicited request.**"
- 4) Enter the RFP Code (gebf2016tx) and click **Find**.
- 5) Select the cycle from the list and click **Continue**.
- 6) Click **Apply**.

If you anticipate that you will not be able to follow this application submittal process, encounter difficulties in getting an account set up or have any questions moving forward with the development of the full proposal, please contact me so we can provide some assistance.

Congratulations for reaching this phase in the application process. Do not hesitate to reach out to me if I can assist.

Thanks

Don

Don Pitts

Environmental Assessment Response and Restoration Program

Texas Parks and Wildlife Department

4200 Smith School Road

Austin, Texas 78744

512-389-8754 (office)

512-658-1309 (cell)

don.pitts@tpwd.texas.gov

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



Family Law Division
409-835-8653

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

**Jamie Smith
District Clerk**

Dear Fran,

I am requesting to transfer \$1,500.00 from account 120-2031-414-40-52 (postage) to account 120-2031-414-50-62 (travel) to cover expense for travel to the summer conference in Corpus Christi.

Respectfully,

Jamie Smith
Jefferson County District Clerk

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



Family Law Division
409-835-8653

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

**Jamie Smith
District Clerk**

Dear Fran,

I am requesting to transfer \$500.00 from account 120-2031-414-30-78 to account 120-2031-414-50-77 to cover expensse for extra coffee, etc. used for jurors during jury appreciation week and the time when the café was closed.

Respectfully,

Jamie Smith
Jefferson County District Clerk

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE	55.65	420891
DAWN DONUTS	85.00	421003
		140.65**

ROAD & BRIDGE PCT.#1

CARQUEST AUTO PARTS # 96	439.43	420828
ENTERGY	89.92	420841
M&D SUPPLY	78.68	420854
MUNRO'S	28.65	420861
PHILPOTT MOTORS, INC.	247.20	420865
UNITED STATES POSTAL SERVICE	47	420910
CINTAS CORPORATION	98.15	421012
		982.50**

ROAD & BRIDGE PCT.#2

TRIANGLE LOCKSMITH	75.00	420812
SPIDLE & SPIDLE	3,726.44	420813
APAC, INC. - TROTTI & THOMSON	258.40	420822
MUNRO'S	18.45	420861
RITTER @ HOME	55.43	420869
SETZER HARDWARE, INC.	8.24	420873
CENTERPOINT ENERGY RESOURCES CORP	40.07	420933
ACT PIPE AND SUPPLY	236.00	420950
SILSSEE FORD INC	299.00	420985
MIKE TRAHAN	10.50	420998
		4,727.53**

ROAD & BRIDGE PCT. # 3

SPIDLE & SPIDLE	1,477.98	420813
CITY OF PORT ARTHUR - WATER DEPT.	29.32	420831
FARM & HOME SUPPLY	52.48	420837
GULF COAST AUTOMOTIVE, INC.	24.97	420840
ENTERGY	27.57	420841
LOUIS' YAZOO SALES & SERVICE, LLC	17.90	420852
MUNRO'S	34.13	420861
HOWARD'S AUTO SUPPLY	63.20	420898
BILL WILLIAMS	200.00	420938
FELIX AAA AUTO & TRUCK PARTS LLC	185.22	420999
TRANSIT & LEVEL CLINIC LLC	49.90	421007
CINTAS CORPORATION	47.04	421012
		2,209.71**

ROAD & BRIDGE PCT.#4

SPIDLE & SPIDLE	1,144.22	420813
APAC, INC. - TROTTI & THOMSON	294.50	420822
RB EVERETT & COMPANY, INC.	42.11	420836
M&D SUPPLY	114.15	420854
MUNRO'S	59.25	420861
AT&T	75.26	420876
A-1 MACHINE & HYDRAULIC	165.00	420951
		1,894.49**

GENERAL FUND

TAX OFFICE

GUARDIAN FORCE	120.00	420811
OFFICE DEPOT	138.42	420863
ACE IMAGEWEAR	21.35	420874
UNITED STATES POSTAL SERVICE	1,606.22	420910
CINTAS CORPORATION	94.60	421012
		1,980.59*

COUNTY HUMAN RESOURCES

BEAUMONT FAMILY PRACTICE ASSOC.	330.00	420823
MOORMAN & ASSOCIATES, INC.	1,800.00	420859
PINNACLE EMPLOYEE TESTING	240.00	420866
PRE CHECK, INC.	873.75	420905
UNITED STATES POSTAL SERVICE	11.25	420910
		3,255.00*

AUDITOR'S OFFICE

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	17.06	420910	17.06*
COUNTY CLERK			
OFFICE DEPOT	71.32	420863	
UNITED STATES POSTAL SERVICE	260.81	420910	
WESTERN MICROGRAPHICS & IMAGING	546.00	420969	
RICOH USA INC	312.66	420971	
COUNTY JUDGE			1,190.79*
KEVIN PAULA SEKALY PC	500.00	420872	
CDW COMPUTER CENTERS, INC.	229.07	420899	
THOMSON REUTERS-WEST	116.58	420975	
JAN GIROUARD & ASSOCIATES LLC	400.00	421008	
RISK MANAGEMENT			1,245.65*
UNITED STATES POSTAL SERVICE	3.59	420910	3.59*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	199.60	420910	199.60*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	195.48	420864	
PURCHASING DEPARTMENT			195.48*
UNITED STATES POSTAL SERVICE	130.30	420910	
GENERAL SERVICES			130.30*
COTTON CARGO	50.50	420833	
OLMSTED-KIRK PAPER	1,170.00	420864	
SAM'S CLUB DIRECT	11.94	420970	
DYNAMEX INC	197.41	420983	
DATA PROCESSING			1,429.85*
GUARDIAN FORCE	36.00	420811	
SOUTHERN COMPUTER WAREHOUSE	660.48	420820	
OFFICE DEPOT	135.27	420863	
CDW COMPUTER CENTERS, INC.	373.64	420899	
MORSE COMMUNICATIONS INC	19,903.38	420944	
VOTERS REGISTRATION DEPT			21,108.77*
UNITED STATES POSTAL SERVICE	103.90	420910	
ELECTIONS DEPARTMENT			103.90*
UNITED STATES POSTAL SERVICE	21.14	420910	
SIERRA SPRING WATER CO. - BT	39.75	420914	
DISTRICT ATTORNEY			60.89*
CASH ADVANCE ACCOUNT	146.12	420851	
OFFICE DEPOT	619.32	420863	
CLERK - SUPREME COURT OF TEXAS	5,988.00	420881	
UNITED STATES POSTAL SERVICE	258.81	420910	
SUMMER TANNER	42.00	420936	
THOMSON REUTERS-WEST	3,121.25	420976	
CHRISTIE BEAUGH MS LPC LLC	345.00	421009	
MATT TURNER	259.76	421013	
DISTRICT CLERK			10,780.26*
UNITED STATES POSTAL SERVICE	394.13	420910	
CRIMINAL DISTRICT COURT			394.13*

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID GROVE	3,881.25	420814	
THOMAS J. BURBANK, P.C.	800.00	420826	
TRAVIS EVANS	3,250.00	420835	
LEAH HAYES	283.50	420843	
TERRENCE HOLMES	5,612.50	420844	
OFFICE DEPOT	115.56	420863	
KEVIN S. LAINE	800.00	420897	
UNITED STATES POSTAL SERVICE	12.80	420910	
ANTOINE FREEMAN	7,195.00	420942	
JAMES R. MAKIN, P.C.	100.00	420961	
STEVEN GREENE	288.87	420981	
THE DAWS LAW FIRM PLLC	3,225.00	420986	
SAMUEL & SON LAW FIRM PLLC	225.00	420993	
			25,789.48*
58TH DISTRICT COURT			
CLERK - SUPREME COURT OF TEXAS	235.00	420878	
136TH DISTRICT COURT			235.00*
CLERK - SUPREME COURT OF TEXAS	380.00	420878	
UNITED STATES POSTAL SERVICE	4.79	420910	
LEXIS-NEXIS	114.00	420912	
			498.79*
172ND DISTRICT COURT			
CLERK - SUPREME COURT OF TEXAS	55.00	420878	
UNITED STATES POSTAL SERVICE	19.40	420910	
			74.40*
252ND DISTRICT COURT			
TRAVIS EVANS	800.00	420835	
EDWARD B. GRIPON, M.D., P.A.	595.00	420839	
OFFICE DEPOT	144.64	420863	
NATHAN REYNOLDS, JR.	5,525.00	420868	
KEVIN PAULA SEKALY PC	750.00	420872	
CLERK - SUPREME COURT OF TEXAS	285.00	420878	
KEVIN S. LAINE	1,600.00	420897	
UNITED STATES POSTAL SERVICE	110.17	420910	
CAROLYN WIEDENFELD	800.00	420922	
KIMBERLY R. BROUSSARD	1,261.00	420948	
MATUSKA LAW FIRM	6,637.50	420989	
TENA MICHELLE ARGENBRIGHT	54.00	421014	
			18,562.31*
279TH DISTRICT COURT			
CLERK - SUPREME COURT OF TEXAS	370.00	420878	
UNITED STATES POSTAL SERVICE	.40	420910	
			370.40*
317TH DISTRICT COURT			
TERRENCE HOLMES	375.00	420844	
MARVA PROVO	325.00	420867	
CLERK - SUPREME COURT OF TEXAS	275.00	420879	
CLERK - SUPREME COURT OF TEXAS	275.00	420880	
KEVIN S. LAINE	650.00	420897	
CHARLES ROJAS	650.00	420902	
JOHN D WEST	500.00	420903	
GLEN M. CROCKER	575.00	420919	
JOEL WEBB VAZQUEZ	325.00	420931	
TONYA CONNELL TOUPS	500.00	420940	
RONALD PLESSALA	500.00	420947	
WILLIAM FORD DISHMAN	150.00	420982	
BRYAN E MCEACHERN PC	1,000.00	420984	
MELANIE AIREY	225.00	420994	
LAW OFFICE OF J SCOTT FREDERICK	75.00	420995	
MARK MAINWARING	195.00	421005	
ASHLEY CEDILLO	75.00	421011	
			6,670.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	63.48	420910	
JUSTICE COURT-PCT 1 PL 2			63.48*

NAME	AMOUNT	CHECK NO.	
UNITED STATES POSTAL SERVICE	.40	420910	.40*
JUSTICE COURT-PCT 4			
AT&T TEXAS MUNICIPAL COURT - JUSTICE	75.26 36.00	420876 420890	111.26*
JUSTICE COURT-PCT 6			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	271.40 22.33	420863 420910	293.73*
COUNTY COURT AT LAW NO.1			
CLERK - SUPREME COURT OF TEXAS UNITED STATES POSTAL SERVICE	235.00 3.92	420878 420910	
LEXIS-NEXIS	104.00	420911	
SIERRA SPRING WATER CO. - BT	110.28	420916	453.20*
COUNTY COURT AT LAW NO. 2			
CLERK - SUPREME COURT OF TEXAS UNITED STATES POSTAL SERVICE	235.00 16.82	420878 420910	
DANIEL CLAYTON	250.00	420918	
ASHLEY CEDILLO	250.00	421011	751.82*
COUNTY COURT AT LAW NO. 3			
DAVID GROVE	250.00	420814	
JACK LAWRENCE	300.00	420815	
TRAVIS EVANS	250.00	420835	
KEVIN PAULA SEKALY PC	250.00	420872	
UNITED STATES POSTAL SERVICE	14.03	420910	
LEXIS-NEXIS	55.00	420913	
CAROLYN WIEDENFELD	250.00	420922	
DANE DENNISON	250.00	420991	1,619.03*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.60	420910	1.60*
MEDIATION CENTER			
MARKET BASKET	103.37	420855	
OFFICE DEPOT	81.86	420863	
SOUTHEAST TEXAS WATER	36.75	420875	
UNITED STATES POSTAL SERVICE	8.38	420910	
UNIVERSITY OF TEXAS SCHOOL OF LAW	490.00	420962	
KARA HAWTHORN	519.54	420963	
TAMMY BOOKER	13.50	420972	
COLIN'S KITCHEN LLC	185.99	421000	1,439.39*
SHERIFF'S DEPARTMENT			
UNITED STATES POSTAL SERVICE	1,189.11	420910	
BEAUMONT OCCUPATIONAL SERVICE, INC.	98.85	420920	
TEXAS CODE BLUE LLC	270.00	420929	
SNAP-ON-TOOLS	2,089.06	420945	
RITA HURT	275.00	420968	3,922.02*
CRIME LABORATORY			
ACCUTOX, INC.	111.87	420810	
LYNN PEAVEY CO., INC.	73.00	420853	
CAYMAN CHEMICAL COMPANY	192.00	420956	376.87*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	3,657.44	420830	
ENTERGY	37,620.43	420841	
SAM HOUSTON STATE UNIVERSITY	1,290.00	420870	
AT&T	1,354.18	420877	
TEXAS GAS SERVICE	516.48	420925	

NAME	AMOUNT	CHECK NO.	TOTAL
WORLD FUEL SERVICES KROPP HOLDINGS INC	936.90 144.05	420955 420980	45,519.48*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE RASHUNDA FLETCHER	486.20 27.59 125.28	420851 420910 420946	639.07*
JUVENILE DETENTION HOME			
AMERICAN RED CROSS, INC. CITY OF BEAUMONT - WATER DEPT. HYDRO-CLEAN SERVICES, INC. OAK FARM DAIRY FLOWERS FOODS BEN E KEITH FOODS CENTERPOINT ENERGY RESOURCES CORP	81.00 616.03 385.00 708.84 238.52 2,517.65 335.39	420819 420830 420845 420896 420927 420928 420933	4,882.43*
CONSTABLE PCT 1			
CARPENTER'S TIME CENTER INC. TAC - TEXAS ASSN. OF COUNTIES TAC - TEXAS ASSN. OF COUNTIES UNITED STATES POSTAL SERVICE TEXAS CODE BLUE LLC	589.00 70.00 215.00 46.77 28.00	420827 420883 420885 420910 420929	948.77*
CONSTABLE-PCT 4	37.63	420876	37.63*
AT&T			
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	14.42	420910	14.42*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE HIGHTECH SIGNS DAVID OATES TEXAS A&M AGRILIFE EXTENSION SERVIC TEXAS A&M AGRILIFE EXTENSION SERVIC ALLEN HOMANN	1.60 24.00 180.30 58.00 255.00 276.84	420910 420937 421010 421015 421016 421017	795.74*
HEALTH AND WELFARE NO. 1			
ENTERGY OFFICE DEPOT UNITED STATES POSTAL SERVICE	38.87 693.93 61.97	420842 420863 420910	794.77*
HEALTH AND WELFARE NO. 2			
OFFICE DEPOT EXCEL MEDICAL WASTE LLC	151.14 79.80	420863 420997	230.94*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC SIERRA SPRING WATER CO. - BT	165.75 14.29	420901 420915	180.04*
ENVIRONMENTAL CONTROL			
AT&T	53.20	420876	53.20*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY LOCAL GOVERNMENT SOLUTIONS LP CARDINAL HEALTH 110 INC	1,003.73 3,773.00 58,390.65	420817 420943 420979	63,167.38*
MAINTENANCE-BEAUMONT			
BINSWANGER GLASS CO.	42.00	420825	

NAME	AMOUNT	CHECK NO.	TOTAL
CINTAS, INC.	573.01	420829	
CITY OF BEAUMONT - WATER DEPT.	28.29	420830	
W.W. GRAINGER, INC.	132.48	420838	
HYDRO-CLEAN SERVICES, INC.	435.00	420845	
M&D SUPPLY	279.90	420854	
MCCOWN PAINT & SUPPLY OF TEXAS	162.39	420856	
SANITARY SUPPLY, INC.	1,319.23	420871	
ACE IMAGEWEAR	390.42	420874	
WORTH HYDROCHEM	250.00	420894	
A1 FILTER SERVICE COMPANY	732.70	420966	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	169.59	420996	
MAINTENANCE-PORT ARTHUR			4,515.01*
ENTERGY	750.21	420841	
TIME WARNER COMMUNICATIONS	63.93	420888	
TEXAS GAS SERVICE	124.29	420925	
MAINTENANCE-MID COUNTY			938.43*
ACE IMAGEWEAR	29.12	420874	
LOWE'S HOME CENTERS, INC.	19.92	420921	
CENTERPOINT ENERGY RESOURCES CORP	68.22	420933	
SERVICE CENTER			117.26*
SPIDLE & SPIDLE	6,564.40	420813	
INTERSTATE BATTERIES OF BEAUMONT/PA	320.85	420846	
J.K. CHEVROLET CO.	363.59	420848	
M&D SUPPLY	72.54	420854	
MUNRO'S	41.70	420861	
PHILPOTT MOTORS, INC.	308.97	420865	
JEFFERSON CTY. TAX OFFICE	7.50	420906	
THE FRONT END SHOP	159.90	420924	
PETROLEUM SOLUTIONS, INC.	711.21	420930	
BUMPER TO BUMPER	286.51	420932	
AMERICAN TIRE DISTRIBUTORS	2,237.09	420949	
MIGHTY OF SOUTHEAST TEXAS	67.69	420964	
VETERANS SERVICE			11,141.95*
HILARY GUEST	114.26	420923	
MOSQUITO CONTROL FUND			114.26*
JACK BROOKS REGIONAL AIRPORT	775.02	420850	
MOTION INDUSTRIES, INC.	15.46	420860	
MUNRO'S	78.75	420861	
CENTERPOINT ENERGY RESOURCES CORP	29.59	420933	
AERO PERFORMANCE	1,521.72	420988	
J.C. FAMILY TREATMENT CT.			2,420.54**
BEAUMONT OCCUPATIONAL SERVICE, INC.	131.90	420920	
PATRICIA VELASCO	1,190.00	421004	
LAW LIBRARY FUND			1,321.90**
THOMSON REUTERS-WEST	262.96	420975	
O'CONNOR'S	401.50	421006	
EMPG GRANT			664.46**
AT&T	5.20	420821	
JUVENILE DETENTION - TJPC			5.20**
VERIZON WIRELESS	56.31	420907	
GRANT A STATE AID			56.31**
CASH ADVANCE ACCOUNT	222.25	420851	

NAME	AMOUNT	CHECK NO.	TOTAL
HAYS COUNTY YOUTH ADVOCATE PROGRAM	6,020.00 3,444.29	420895 420939	9,686.54**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP. CASH ADVANCE ACCOUNT OFFICE DEPOT TIME WARNER COMMUNICATIONS TEXAS CORRECTIONS ASSOCIATION UNITED STATES POSTAL SERVICE CLASSIC FORMS AND PRODUCTS ORION HEALTHCARE TECHNOLOGY LOCAL GOVERNMENT SOLUTIONS LP JCCSC EXCEL MEDICAL WASTE LLC LIONEL BERRY	2,713.73 629.55 3,870.31 160.02 550.00 70.03 744.40 3,420.00 6,965.00 101.58 234.50 77.22	420849 420851 420863 420886 420889 420910 420926 420935 420943 420960 420997 421002	19,536.34**
JEFF. CO. WOMEN'S CENTER			
SUPERIOR TIRE & SERVICE BELL'S LAUNDRY ECOLAB KIM MCKINNEY, LPC, LMFT OFFICE DEPOT AT&T SYSCO FOOD SERVICES, INC. BEN E KEITH FOODS ATTABOY TERMITE & PEST CONTROL MATERA PAPER COMPANY INC EXCEL MEDICAL WASTE LLC	18.95 1,213.65 82.95 375.00 369.81 131.30 2,470.60 1,240.90 50.00 903.07 39.90	420818 420824 420834 420857 420863 420876 420882 420928 420953 420974 420997	6,896.13**
MENTALLY IMPAIRED OFFEND.			
TRAZARRA STELLY	55.08	420941	55.08**
JAG GRANTS			
OFFICE DEPOT	101.19	420863	101.19**
DRUG INTERVENTION COURT			
CASH ADVANCE ACCOUNT SANITARY SUPPLY, INC. LAND MANOR, INC.	382.20 54.99 5,846.00	420851 420871 420900	6,283.19**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	698.90	420851	698.90**
J.P. COURTROOM TECH. FUND			
TAC - TEXAS ASSN. OF COUNTIES	355.00	420884	355.00**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE M&D SUPPLY MUNRO'S OFFICE DEPOT SANITARY SUPPLY, INC. TIME WARNER COMMUNICATIONS WHOLESALE ELECTRIC SUPPLY CO.	475.00 84.20 89.00 64.82 631.08 110.53 76.20	420816 420854 420861 420863 420871 420887 420893	1,530.83**
2011 REFUNDING BONDS			
THE BANK OF NEW YORK MELLON	500.00	420977	500.00**
AIRPORT FUND			
SPIDLE & SPIDLE COASTAL WELDING SUPPLY ISI COMMERCIAL REFRIGERATION	648.28 9.91 621.23	420813 420832 420847	

NAME	AMOUNT	CHECK NO.	TOTAL
RITTER @ HOME	459.58	420869	
SANITARY SUPPLY, INC.	389.39	420871	
WHITE TUCKER COMPANY INC	287.21	420892	
E. SULLIVAN ADVERTISING & DESIGN	200.00	420904	
UNITED STATES POSTAL SERVICE	5.19	420910	
LOWE'S HOME CENTERS, INC.	43.52	420921	
CENTERPOINT ENERGY RESOURCES CORP	151.73	420933	
INTERSTATE ALL BATTERY CENTER - BMT	119.88	420952	
UNIFIRST HOLDINGS INC	117.95	420954	
DELTA INDUSTRIAL SERVICE & SUPPLY	250.00	420965	
LOFTIN EQUIPMENT	141.67	420973	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	18.42	420987	
EASTERN AVIATION FUELS INC	59,473.64	420992	62,937.60**
AIRPORT IMPROVE. GRANTS			
ALLCO, INC.	22,695.26	420908	
GARVER LLC	760.00	420957	
TOLUNAY-WONG ENGINEERS INC	427.50	420958	23,882.76**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	111,101.81	420959	111,101.81**
LIABILITY CLAIMS ACCOUNT			
MEHAFFY & WEBER	20,505.99	420858	
CALVERT EAVES CLARKE & STELLY LLP	4,567.97	421001	25,073.96**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	6,903.06	420934	6,903.06**
SHERIFF'S FORFEITURE FUND			
NIGHT FLIGHT CONCEPTS INC	350.00	420967	
U S MARSHALL	9,714.00	420990	10,064.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,009.00	420783	
CLEAT	324.00	420784	
JEFFERSON CTY. TREASURER	18,833.07	420785	
RON STADTMUELLER - CHAPTER 13	932.50	420786	
INTERNAL REVENUE SERVICE	475.00	420787	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,020.00	420788	
JEFFERSON CTY. COMMUNITY SUP.	10,025.03	420789	
JEFFERSON CTY. TREASURER - HEALTH	456,043.57	420790	
JEFFERSON CTY. TREASURER - GENERAL	25.00	420791	
JEFFERSON CTY. TREASURER - PAYROLL	1,587,493.69	420792	
JEFFERSON CTY. TREASURER - PAYROLL	639,946.26	420793	
MONY/MLOA	198.74	420794	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,115.71	420795	
UNITED WAY OF BEAUMONT & N JEFFERSON	55.31	420796	
JEFFERSON CTY. TREASURER - TCDRS	607,697.70	420797	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,906.65	420798	
JEFFERSON COUNTY TREASURER	2,611.91	420799	
JEFFERSON COUNTY - TREASURER -	6,682.59	420800	
NECHES FEDERAL CREDIT UNION	58,293.86	420801	
JEFFERSON COUNTY - NATIONWIDE	55,400.34	420802	
TENNESSEE CHILD SUPPORT	115.38	420803	
SBA - U S DEPARTMENT OF TREASURY	168.49	420804	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	420805	
WILLIAM E HEITKAMP	748.86	420806	
JOHN TALTON	1,560.77	420807	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	420808	
UNITED STATES TREASURY	2,446.30	420809	3,474,296.81**
GUARDIANSHIP FEE			
KEVIN PAULA SEKALY PC	200.00	420872	
DANE DENNISON	200.00	420991	400.00**
MARINE DIVISION			
SIERRA SPRING WATER CO. - BT	98.49	420917	98.49**
			4,012,244.80***



STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**INDEPENDENT CONTRACTOR AGREEMENT FOR COUNTY
HEALTH AUTHORITY**

WHEREAS, it is in the best interests of the citizens of Jefferson County to contract for medical services to help ensure that medical services for the indigent are available; and

WHEREAS, Dr. A.C. Walkes is a duly licensed physician and is fully qualified to provide such services as an Independent Contractor; and

THEREFORE, the County of Jefferson, by and through its Commissioners Court ("County") and Dr. A.C. Walkes (hereinafter "Doctor") hereby contract and agree as follows

ARTICLE I - TERM

1. This contract shall, replace any prior contracts with Dr. Walkes and shall be effective on the 23rd day of May, 2016, and shall continue until the first anniversary date hereof in 2017. This contract may be renewed by mutual agreement for successive one-year periods and shall renew automatically unless terminated as allowed herein.

ARTICLE II—INDEPENDENT CONTRACTOR

2. Doctor agrees to provide the professional services described herein as an independent contractor. It is mutually understood and agreed that Doctor is at all times acting and performing these duties and functions in the capacity of an independent contractor; that County shall neither have nor exercise any control or direction over the methods by which Doctor performs services, nor shall Doctor and County be deemed partners. County shall have the right to determine what services shall be provided, but not the manner in which services shall be provided. It is expressly agreed by the parties hereto that no work, act, commission or omission by Doctor pursuant to the terms and conditions of this Agreement shall be construed to make or render Doctor the agent, employee or servant of County. Doctor shall be responsible for the payment of all federal, state and local taxes incurred as a result of this Agreement as well as all personal medical license fees, certifications and dues.

ARTICLE III – SERVICES: DUTIES OF DOCTOR

3. Doctor shall perform all duties, as a licensed medical doctor, which are necessary to implement and enforce any law to protect the public health and all duties as may be prescribed by the Texas Board of Health. Such duties shall include:

- (1) As the Infection Control Director for Jefferson County, establishing,

maintaining and enforcing quarantine within Jefferson County when necessary, (2) assisting and aiding the Texas Board of Health in all matters of local quarantine, inspection, disease prevention and suppression, birth and death statistics and general sanitation within Jefferson County, (3) prescribing to the Texas Board of Health, in such a manner and form and at such times as it shall prescribe, the presence of contagious, infectious, and dangerous epidemic diseases within Jefferson County,

(4) reporting to the Texas Board of Health on all matters as may be proper for it to direct,

(5) aiding the Texas Board of Health at all times in the enforcement of all sanitation laws, quarantine regulations, and vital statistics collections in Jefferson County

3.1 Administer the Indigent Health Care and Treatment Act to provide primary non-obstetric health care to qualified citizens of Jefferson County that are within 21% of the poverty level in accordance with Chapter 61, Texas Health & Safety Code

3.2 In addition to the above duties Doctor shall perform the following

Establish and provide Primary Care to Qualified County Residents,
 Establish criteria and supervise the daily Juvenile Probation health physicals program, Initiate and oversee the Restaurant Inspection Program,
 Develop local and regional health care networks with local and regional health departments, to improve public health in the County,
 Provide medial assessment of patients on the "Basic Needs Program,"
 Make assessment of current and future public health issues and needs,
 Supervise immunization services, and
 Perform other duties that may be mandated and funded by the Commissioners' Court

ARTICLE IV— CONTRACT RATE

4. County agrees to pay, and Doctor agrees to accept the amount of \$140,764-annual compensation' for his services. Compensation is payable in semi-monthly payments of \$5,865.16 The Doctor shall be paid \$6,900 per year automobile allowance, payable monthly at the rate of \$575.00.

4.1 County agrees to pay Doctor for medical workshops, continuing medical education classes, and subscriptions that are necessary for Doctor to fulfill his duties under this Agreement. Doctor understands that such expense have to be presented to Jefferson County Commissioners Court for approval prior to incurring expenses.

ARTICLE V- LICENSURE AND PROFESSIONAL LIABILITY INSURANCE

5. As a condition of this Agreement, Doctor shall maintain all applicable licenses and certification requirements and shall at all times during the term of this Agreement, meet all requirements of the State of Texas or other regulatory entity for such licensing, certification or credentialing. Doctor shall maintain in force throughout the term of this Agreement such policies of professional liability insurance that has limits of \$200,000 per person, \$600,000 per incident. Doctor shall have Jefferson County listed as an additional insured on said medical malpractice insurance and shall provide County a copy of said policy and all renewals. County will reimburse Doctor, by paying the billing as presented to the County, for the cost of said insurance policy. However, Doctor is solely responsible for the costs of any claims against him or the health clinic based on his professional care including but not limited to any deductible, legal fees, costs of court or payment of claims. Doctor understands that County will not pay the cost for any legal fees or claims associated with the services of Doctor. Doctor has the

right to obtain additional medical malpractice insurance at his sole cost.

ARTICLE VI — TERMINATION

6. Either party may terminate this agreement upon the giving of 30 days written notice. Notice is sufficient if mailed by certified mail, return receipt requested, to

County Judge: Jeff R. Branick, County Judge
 Jefferson County Courthouse, 4th Floor
 Beaumont, Texas 77701

Doctor: A. C. Walkes, MD
 P. O. Box 2886
 Port Arthur, Texas 77640

In addition, this contract may be terminated immediately if any of the following conditions exist or occur:

1. The County fails to pay, in accordance with this agreement and in a timely manner, any invoice to which there is no reasonable dispute; or
2. The Doctor fails to give the duties required by this agreement priority over all other business of the Doctor; or
3. The Doctor loses his licensing privileges; or
4. The Doctor becomes physically unable to perform as required

ARTICLE VII — MISCELLANEOUS

7. Medical Records: Doctor agrees to complete all required charting in the medical record in a prompt and timely manner and in accordance with any applicable laws. The ownership and right of control of all reports, records and supporting documents prepared in connection with the services contemplated herein shall vest exclusively with the Jefferson County Health Clinic and shall remain, at all times, the clinic where services are provided; provided, however, that Doctor shall have such right of access to such reports, records and supporting documentation as necessary for the provision of professional services hereunder.

7.1. No Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without the prior written consent of the non-assigning party.

7.2. Entire Agreement: This agreement constitutes the entire understanding between the parties with respect to the matters contained herein, and supersedes any and all other discussions, statements and understandings regarding such matters. This Agreement shall be amended only upon the execution of a written agreement by both parties hereto. Any attempt to amend or modify this Agreement in any manner other than by written instrument executed by the parties shall be void.

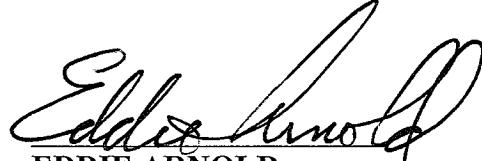
7.3. No Third Party Beneficiaries: Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

7.4. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.5. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas.



JEFF R. BRANICK
County Judge



Eddie Arnold

EDDIE ARNOLD
Commissioner Precinct No. 1



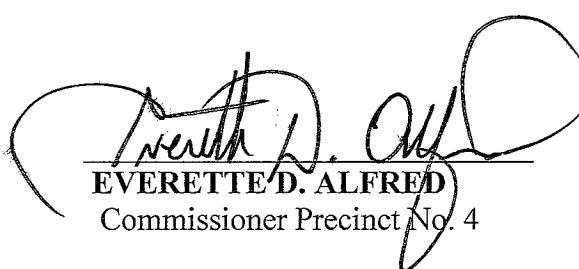
Michael S. Sinegal

MICHAEL S. SINEGAL
Commissioner Precinct No. 3



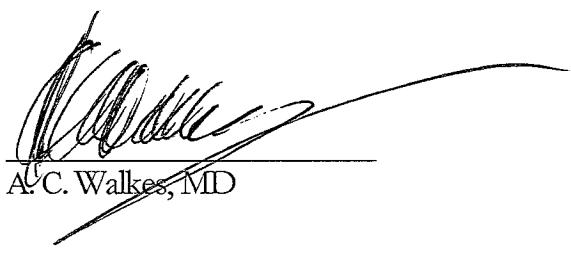
Brent A. Weaver

BRENT A. WEAVER
Commissioner Precinct No. 2



Everett D. Alfred

EVERETTE D. ALFRED
Commissioner Precinct No. 4



A.C. Walkes, MD



**AGENDA ITEM****May 23, 2016**

Consider and possibly approve granting a 30-day extension for the Jefferson County Emergency Service District No. 3 to file its FY 2014-15 annual audit report in accordance with Section 775.082 of the Texas Health & Safety Code.

Consider and possibly approve granting a 30-day extension for the Jefferson County Emergency Service District No. 3 to file its FY 2014-15 annual audit report in accordance with Section 775.082 of the Texas Health & Safety Code.

BENKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
 BBVA COMPASS BANK BUILDING
 3535 CALDER AVENUE, SUITE 300
 BEAUMONT, TEXAS 77706
 TELEPHONE: (409) 833-9182
 TELEFAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

May 17, 2016

Via Email

Jefferson Co. Commissioners Court
 c/o Hon. Jeff Branick, County Judge
 Jefferson County Courthouse
 1001 Pearl St.
 Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 3
 Extension for Filing Annual Report
 B&O File No. 86971

Dear Judge Branick and Commissioners,

Be advised that the Board of Commissioners for Jefferson County Emergency Services District No. 4 (the "District") has already retained an independent accountant who is currently in the process of auditing the District's accounts and records for the fiscal year 2014-15 and preparing a report for same, which, upon completion, is to be filed with the Jefferson County Commissioners Court in accordance with Section 775.082(b) of the Texas Health & Safety Code.

Pursuant to Section 775.082(d) of the Texas Health & Safety Code, we respectfully request the District be allowed a thirty (30) day extension from the June 1, 2016 deadline during which to file its audit report. *See Tex. Health & Safety Code § 775.082(b), (d).* If the foregoing extension request is approved, the District's audit report for the fiscal year 2014-15 would be due on or before Friday, July 1, 2016.

Thank you in advance for your consideration of the foregoing request, and please advise if you have any questions or require additional information.

Sincerely,

BENKENSTEIN & OXFORD, L.L.P.

By:

Joshua C. Heinz

JCH/jcr
 Enclosure

BENCKENSTEIN & OXFORD, L.L.P.

Hon. Jeff Branick
May 17, 2016
Page - 2 -

cc: *Via Email*
Mr. Fred Jackson
County Judge's Office
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Via Email
Jefferson Co. ESD No. 3
Board of Commissioners
District Chief

**AGENDA ITEM****May 23, 2016**

Consider and possibly approve granting a 30-day extension for the Jefferson County Emergency Service District 4 to file its FY 2014-15 annual audit report in accordance with Section 775.082 of the Texas Health & Safety Code.

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW

BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300
BEAUMONT, TEXAS 77706
TELEPHONE: (409) 833-9182
TELEFAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

May 17, 2016

Via Email

Jefferson Co. Commissioners Court
c/o Hon. Jeff Branick, County Judge
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 4
Extension for Filing Annual Audit Report
B&O File No. 87102

Dear Judge Branick and County Commissioners,

Be advised that the Board of Commissioners for Jefferson County Emergency Services District No. 4 (the "District") has already retained an independent accountant who is currently in the process of auditing the District's accounts and records for the fiscal year 2014-15 and preparing a report for same, which, upon completion, is to be filed with the Jefferson County Commissioners Court in accordance with Section 775.082(b) of the Texas Health & Safety Code.

Pursuant to Section 775.082(d) of the Texas Health & Safety Code, we respectfully request that the District be allowed a thirty (30) day extension from the June 1, 2016 deadline during which to file the District's audit report. *See Tex. Health & Safety Code § 775.082(b), (d).* If the foregoing extension request is approved, the District's audit report for the fiscal year 2014-15 would be due on or before Friday, July 1, 2016.

Thank you in advance for your consideration of the foregoing request, and please advise if you have any questions or require additional information.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____

Joshua C. Heinz

JCH/jcr

BENCKENSTEIN & OXFORD, L.L.P.

Hon. Jeff Branick
May 17, 2016
Page - 2 -

cc: *Via Email*
Mr. Fred Jackson
County Judge's Office
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Via Email
Jefferson Co. ESD No. 4
Board of Commissioners
District Manager

**AGENDA ITEM****May 23, 2016**

Consider, possibly approve, authorize the County Judge to execute, receive and file GLO Contract No. 16-272-00-9786, Community Development Block Grant-Hurricane Rita Funding Disaster Recovery Program for construction of a portion of the clay berm and dune restoration.



**NON-HOUSING GRANT AGREEMENT
GLO CONTRACT NO. 16-272-000-9786**

**COMMUNITY DEVELOPMENT BLOCK GRANT – HURRICANE RITA FUNDING
DISASTER RECOVERY PROGRAM**

This Community Development Block Grant Disaster Recovery (“CDBG-DR”) grant agreement (the “Contract”) is entered into by and between the **GENERAL LAND OFFICE** (“the GLO”), a Texas state agency, and **COUNTY OF JEFFERSON** (“Grantee”), hereinafter referred to collectively as “the Parties,” to provide financial assistance with funds appropriated by the Department of Defense Appropriations Act (Public Law 109-148) enacted on December 30, 2005, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by Hurricanes Katrina and Rita, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

ARTICLE 1 - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND GRANT AWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of a Grant from the GLO to Grantee under the CDBG Disaster Recovery program (“CDBG-DR”). In strict conformance with the terms and conditions of this Contract, Grantee shall construct, or cause to be constructed, a clay berm at a length of approximately twenty-four thousand sixty linear feet (24,060 l.f.), install select sand fill, and dune vegetation over an approximate project length of seventy-six thousand seven hundred seventy linear feet (76,770 l.f.) (Inclusive of the length above) and install drainage structures (the “Project”). The Project shall be conducted in strict accordance with the terms of this Contract, and any Amendments or Technical Guidance Letters issued by the GLO, including all Contract Documents in **SECTION 1.02**, below.

(b) Grant Award

Grantee submitted a Grant Application for grant under the Program, and the GLO is entering into this Contract based on Grantee’s Application.

Subject to the terms and conditions of this Contract and Grantee’s Application, the GLO agrees to make a grant to Grantee in an amount not to exceed **FORTY-FIVE THOUSAND DOLLARS (\$45,000.00)**, payable as reimbursement of allowable expenses incurred by Grantee, to be used in strict conformance with the terms of this Contract, and the Project Budget in **Attachment B**.

The GLO is not liable to Grantee for any costs incurred by Grantee before the effective date of this Contract or after the expiration or termination of this Contract.

However, the GLO in its sole discretion, may reimburse Grantee for allowable program costs incurred prior to the effective date of this Contract.

1.02 CONTRACT DOCUMENTS

The GLO and Grantee hereby agree that this document and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: Performance Statement and Implementation Schedule

ATTACHMENT B: Project Budget

ATTACHMENT C: Nonexclusive list of Applicable Laws, Rules, and Regulations

ATTACHMENT D: General Affirmations

ATTACHMENT E: Federal Assurances – Construction Programs SF-424D (Rev. 7-97,)

ATTACHMENT F: Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)

ATTACHMENT G: Special Conditions

1.03 GUIDANCE DOCUMENTS

Grantee shall be deemed to have read and understood and agrees to abide by all guidance documents applicable to the CDBG-DR program including but not limited to:

the CDBG-DR Project Implementation Manual found at:

<http://www.glo.texas.gov/GLO/disaster-recovery/index.html>

the State of Texas Action Plan for Disaster Recovery found at;

<http://texasrebuilds.org/Pages/State-Action-Plans.aspx>;

and the Conciliation Agreement between: the Texas Low Income Housing Information Service and Texas Appleseed, and the State of Texas, by and through the Texas Department of Rural Affairs and the Texas Department of Housing and Community Affairs, as approved by HUD in its letter dated May 26, 2010, to the Office of the Attorney General of Texas.

1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 *et seq.*); and Public Law 109-148.

“Activity” means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Grantee Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“Administrative and Audit Regulations” means the regulations included in Title 24, CFR, Part 85. Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency,

the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, with regard to any state funding, state agencies with the necessary legal authority include: the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office.

“Amendment” means a written agreement, signed by the parties hereto, which documents alterations to the Contract other than those permitted by Work Orders, Technical Guidance Letters, or Revisions, as herein defined.

“Application” or “Grant Application” means the information provided by Grantee, which is the basis for the award of funding under this Contract.

“Budget” means the budget for the Project funded by the Contract, a copy of which is included in **Attachment B**.

“CDBG-DR” means the U.S. Department of Housing and Urban Development’s Community Development Block Grant Disaster Recovery program.

“Certificate of Construction Completion” means a document to be executed by the construction contractor, Engineer, and Grantee, for each construction project which, when fully executed, indicates acceptance of the completed Project.

“Construction Documents” means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO under the Contract, if any.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“Contract Documents” means the documents listed in **SECTION 1.02**.

“C.F.R.” means the United States Code of Federal Regulations.

“Deliverable(s)” means the work product(s) required to be submitted to the GLO as set forth in the Project Implementation Manual, including all reports and other project documentation.

“Equipment” means tangible personal property have a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit.

“Event of Default” means the occurrence of any of the events set forth in **SECTION 3.03** herein.

“Federal Assurances” means Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction programs) in **Attachment E**.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (Rev 12-04), “Certifications Regarding Lobbying - Lower Tier Covered Transactions,” and Standard Form LLL (Rev. 7-97), Disclosure of Lobbying Activities, in **Attachment F**.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “generally accepted accounting principles” as applicable.

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the affirmations in Attachment D, to which Grantee certifies by the signing of this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HUB” means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Implementation Schedule” means the schedule by which various project milestones must be met by Grantee, and is attached hereto as part of Attachment A.

“Performance Statement” means the statement of work contained in Attachment A.

“PMC” means the GLO’s Project Management Company, HNTB Corporation.

“Program” means the Community Development Block Grant—Disaster Recovery Program administered by HUD, in cooperation with the GLO.

“Project” means the work to be performed under this Contract, as described in **SECTION 1.01(a)** above, **SCOPE OF PROJECT**, and as detailed in Attachment A.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-DR grant, and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-DR Program.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Revision” means written approval by the GLO to allow changes to Deliverable due dates, movement of funds among Budget categories, and other Contract adjustments that may be approved outside the GLO’s formal Amendment process.

“Technical Guidance Letter or “TGL” means an instruction, clarification, or interpretation of the requirements of the CDBG-DR, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

“U.S.C.” means the United States Code.

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1.05 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;
- (c) The term "including" is not limiting, and means "including without limitation" and, unless otherwise expressly provided in this Contract,
- (d) References to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and
- (e) References to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (f) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (g) All attachments within this Contract, including those incorporated by reference, and any amendments, are considered part of the terms of this Contract;
- (h) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (i) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in the sole discretion of the GLO." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (j) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (k) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
- (l) Time is of the essence in this Contract.
- (m) In the event of conflicts or inconsistencies between this Contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract, Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, and Attachment G.

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ARTICLE 2 – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in Word or WordPerfect format via email.

2.02 REQUESTS FOR REIMBURSEMENT UNDER THIS CONTRACT MUST BE RECEIVED BY THE GLO NOT LATER THAN SIXTY (60) DAYS FROM THE DATE GRANTEE INCURS THE EXPENSE. NOTWITHSTANDING THE PRECEDING, REQUESTS FOR REIMBURSEMENT FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR MUST BE RECEIVED BY THE GLO NOT LATER THAN THIRTY (30) DAYS FROM THE DATE THE GRANTEE RECEIVES THAT INVOICE FROM A SUBCONTRACTOR. FAILURE BY GRANTEE TO COMPLY IN A TIMELY MANNER WITH THESE TWO REQUIREMENTS MAY, AT THE GLO'S SOLE DISCRETION, RESULT IN DENIAL OF THE REQUEST FOR REIMBURSEMENT.

2.03 ADVANCE PAYMENTS

If necessary and if allowed by law, Grantee's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Grantee shall establish procedures to minimize the time elapsing between the transfer of funds from the GLO to Grantee, and shall ensure that such funds are disbursed as soon as administratively possible.

2.04 BUDGET VARIANCE

Amendments to decrease or increase the Budget, or to add or delete a Grantee Activity may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

GRANTEE SHALL SUBMIT AN ACTUAL BUDGET AND A CERTIFICATE OF EXPENDITURES TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE CERTIFICATE OF EXPENDITURES SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL BE ACCOMPANIED BY A FINAL PROJECT COMPLETION REPORT OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.05 INCOME

Grantee shall maintain records of the receipt and accrual of all Program income in the same manner as required for all other funds under this Contract, and Grantee shall provide reports of Program income to the GLO with each form submitted by Grantee in

accordance with **ARTICLE 4** of this Contract. All Program income must be returned to the GLO on at least a quarterly basis and must be reported to the GLO, as requested.

2.06 GRANT OFFER SUBJECT TO CANCELLATION

IF GRANTEE DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN THIRTY (30) DAYS OF TRANSMITTAL OF THE CONTRACT TO GRANTEE, GRANT FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION.

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ARTICLE 3 -- CONTRACT PERIOD, TERMINATION, AND DEFAULT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last party, and shall terminate on August 31, 2017 ("Contract Period"). Notwithstanding the preceding sentence, Grantee must adhere to all Project milestones in Attachment A, as may be revised; failure to meet any milestone may result in termination under SECTION 3.02, below.

Upon receipt of a written request and acceptable justification from Grantee, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of such notice, Grantee shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Grantee's failure to comply with any term, covenant, or provision contained in this Contract; (ii) Grantee makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) if at any time, Grantee makes any representation or warranty that is incorrect in any material respect to the Performance Statement, any request for payment submitted to the GLO, or any report submitted to the GLO related to the Contract.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or the GLO's failure to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

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ARTICLE 4 - GRANT ADMINISTRATION

4.01 SUBMISSIONS - GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.11** of the Contract, **NOTICES**; and all other reports and documentation as required by the Project Implementation Manual, as may be revised; any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

4.02 FORMS

Grantee must execute the forms included as **Attachments E and F**, and certifies by the execution of this Contract to all affirmations in **Attachment D**, confirming compliance with required state and federal laws applicable to the Contract.

- (a) General Affirmations are found in **Attachment D**, and Grantee certifies by the execution of this Contract to all statements therein.
- (b) The Federal Assurances for Construction Programs (Standard Form 424D), as applicable to the Project, is found in **Attachment E**, and must be executed by Grantee.
- (c) Certifications Regarding Lobbying Lower Tier covered Transactions (Form CD-512) is found at Page 1 of **Attachment F**, and must be executed by Grantee.
- (d) If any funds granted under this Contract have been used for lobbying purposes, Grantee must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 2 of **Attachment F**.

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ARTICLE 5 - FEDERAL AND STATE FUNDING, RECAPTURE, RETAINAGE, AND OVERPAYMENT OF FUNDS

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Department of Defense Appropriations Act (Public Law 109-148) enacted on December 30, 2005, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Katrina and Rita (CFDA 14.228), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. **ALL EXPENDITURES UNDER THIS CONTRACT MUST BE MADE IN ACCORDANCE WITH THIS CONTRACT, THE RULES AND REGULATIONS PROMULGATED UNDER THE CDBG-DR PROGRAM, AND ANY OTHER APPLICABLE LAWS. FURTHER, PROVIDER ACKNOWLEDGES THAT ALL FUNDS ARE SUBJECT TO RECAPTURE AND REPAYMENT FOR NON-COMPLIANCE.**
- (b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Texas Constitution, Article III, Section 49. In compliance with Texas Constitution, Article VIII, Section 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

5.03 RECAPTURE OF FUNDS

Grantee shall conduct, in a satisfactory manner as determined by the GLO, the Project, as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under this Article; notwithstanding, it is expressly understood and agreed by Grantee that the GLO shall have the right to terminate the Contract and recapture, and be reimbursed for, any payments made by the GLO that Grantee has not used in strict accordance with the terms and conditions of this Contract.

5.04 RETAINAGE

To ensure full performance, the GLO may retain an amount equal to five percent (5%) of Grantee's grant amount until completion and acceptance by the GLO of the Project. The GLO shall make a final disbursement only upon receipt of documentation sufficient to determine that Grantee has completed the Project in accordance with the Contract Documents, and that all requirements of the Contract; all relevant provisions of the Grant; and all applicable law, rules, and regulations have been fulfilled by Grantee.

5.05 OVERPAYMENT

Grantee understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE 6 - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The parties to this Contract expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract shall be jointly owned by the parties with each party having the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the other party and without expense or charge.
- (b) The GLO and HUD are granted a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NONENDORSEMENT BY STATE AND THE UNITED STATES

Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or U.S. Government, or government employee, endorsement of a product, service, or position that the Grantee represents. No release of information relating to this Grant may state or imply that the State of Texas or the U.S. Government approves of Grantee's work products, or considers Grantee's work product to be superior to other products or services.

6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Prior to publication, Grantee must submit to the GLO, for HUD approval, any public information releases concerning this Grant Award that refer to HUD or any bureau or employee. The specific text, layout photographs, and so forth, of the proposed release must be submitted with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Grantee are set forth in the Contract Documents.

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ARTICLE 7 - RECORDS, AUDIT, PROPRIETARY INFORMATION, AND PUBLIC DISCLOSURE

7.01 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes including, but not limited to, the applicable laws and regulations provided in **Attachment C**.

7.02 INSPECTION AND AUDIT

Grantee agrees that all relevant records related to this Contract or any work product produced, including those of its subcontractors, shall be subject at any reasonable time to inspection, examination, review, audit, and copying at any location where such records may be found, with or without notice by the Texas State Auditor's Office, the GLO, its contracted examiners, or the Texas Attorney General's Office. In addition, HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S Government shall also have this right of inspection.

The GLO reserves the right to perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Contract, assurance of non-duplication of beneficiaries and of the adequacy and timeliness of Grantee's performances under this Contract. After each monitoring visit, the GLO shall provide Grantee with a written report of the findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for suspension or termination of this Contract.

Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. **GRANTEE SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

Grantee will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules, including, but not limited to those identified in **Attachment C**, governing audit requirements pertaining to the Project.

7.03 GRANTEE SELF-AUDIT AND TARGETED AUDITS

(a) Grantee Self-Audit

Grantee, on approval of the GLO and/or HUD may conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Grantee may utilize funds budgeted under this Contract to pay for that

portion of the cost of such audit services properly allocable to the activities funded by the GLO under this Contract, provided however that the GLO shall not make payment for the cost of such audit services until the GLO has received from Grantee a satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement should clearly show the percentage of cost relative to the total cost of the audit services. Therefore, Grantee shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, an explanation shall be submitted with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits

In addition, the GLO shall have the right at any time to perform, or to instruct the performance of, an annual program and/or fiscal audit, or to conduct a special or targeted audit of any aspect of the operation of Grantee, using an auditor of the GLO's choice. Grantee shall maintain such financial records and other records as may be prescribed by the GLO or by applicable federal and state laws, rules, and regulations. These records shall be made available during the term of this Contract and the subsequent retention for examination, transcription, and audit.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the overall State of Texas CDBG-DR grant program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

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ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Grantee shall not commence work on the Project until it has obtained the requisite licenses and/or permits, if applicable. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

8.02 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF GRANTEE, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF GRANTEE, THEN, IN SUCH EVENT, GRANTEE AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT GRANTEE IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND GRANTEE'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY GRANTEE, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY GRANTEE TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF GRANTEE MUST BE APPROVED BY GRANTEE.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Grantee is authorized pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," to self-insure, Grantee shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

- (b) Grantee shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of Project in the types and amounts customarily carried by a person or entity providing such goods or services, for the duration of the Contract. Any person or entity required to obtain insurance under this Section must also be required to complete and file the declaration pages from the insurance policies with Grantee whenever a previously identified policy period expires during the term of Grantee's contract with the person or entity, as proof of continuing coverage. Grantee's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Grantee shall not relieve or decrease the liability of the person or entity. Persons or entities shall be required to update all expired policies prior to Grantee's acceptance of an invoice for monthly payment from such parties.
- (c) Grantee shall require performance and payment bonds to the extent they are required under Chapter 2257 of the Texas Government Code.
- (d) **Grantee shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall timely complete SF-424D, entitled "Assurances – Construction Programs," and Grantee shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

(a) Grantee shall not convey any grant obligations or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Grantee may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Grantee shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Grantee as specified in this Contract. Nothing in this Contract shall be construed to relieve Grantee of the responsibility for ensuring that the goods delivered and/or the services rendered by Grantee and/or any of its subcontractors comply with all the terms and provisions of this Contract.

8.05 PROCUREMENT

Grantee must follow all federal, state, and local procurement procedures and laws applicable to this Project, and must confirm that no vendor is debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program:

http://www.window.state.tx.us/procurement/prog/vendor_performance;

and the Federal General Services Administration's Excluded Parties List System at <https://www.epls.gov/>.

8.06 PURCHASES AND EQUIPMENT

Grantee shall not seek reimbursement for any Equipment or computer software not included as a reimbursable item in **Attachment B**. Any purchase of equipment or

computer software shall be made in accordance with all applicable laws, regulations, and rules including, but not limited to those listed in **Attachment C**. Title and possession of any Equipment or computer software will remain the property of Grantee unless and until transferred to the GLO, upon written request of the GLO. Grantee shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with grant funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including but not limited to those listed in **Attachment C**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in **ARTICLE 7** herein.

8.08 RELATIONSHIP OF THE PARTIES

Grantee is associated with the GLO only for the purposes and to the extent specified in this Contract and, with respect to Grantee's performance pursuant to this Contract, Grantee shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other party.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, those listed in **Attachments C, D, E, and F**. Grantee shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. **Grantee will be deemed to have knowledge of these laws and regulations and be deemed to understand them.**

In addition, the GLO and Grantee mutually certify to that each party is in compliance with Notice of Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantees Under 2008 Supplemental CDBG Appropriations 74 Fed. Reg. 7,244-7,255 (2009).

8.10 CITIZEN PARTICIPATION

- (a)** Grantee must have written procedures to respond to written complaints within fifteen (15) business days of receipt of such complaint. Citizens must be made aware of the location and the days and hours the location is open for business so they may obtain a copy of these written procedures.

- (b) When requested, Grantee shall provide technical assistance to a representative of a group of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The level and type of assistance shall be determined by the Grantee based upon the specific needs of the community's residents.
- (c) Grantee shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the "Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for CDBG Disaster Recovery Grantees Under the Department of Defense Appropriations Act, 2006" Notice, 71 Fed. Reg. 7666 (Feb. 13, 2006), Grantee's complaint procedures; any technical assistance provided by Grantee; and public notices, minutes, and attendance lists for public hearings, if any.

8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Office of General Counsel

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: CDBG Community Development and Revitalization

Grantee

County of Jefferson
1149 Pearl Street, Fourth Floor
Beaumont, Texas 77704
Attention: County Judge

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or

any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.13 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.14 DISPUTE RESOLUTION

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.15 PUBLIC INFORMATION

Pursuant to the Public Information Act, records received from Grantee may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Public Information Act. Grantee may clearly label any individual records as a "trade secret," provided that Grantee, to the extent permitted by law, agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Grantee of the request in accordance with the Public Information Act.

Grantee shall release, to any requestor, the following information:

The amount of CDBG-DR funds expected to be made available;

The range of activities that may be undertaken with CDBG-DR funds;

The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and

The proposed CDBG-DR activities likely to result in displacement and the Grantee's anti-displacement and relocation plan.

8.16 SIGNAGE

Public buildings, facilities, and centers constructed with the CDBG-DR funds shall have permanent signage placed in a prominent, visible public area with wording provided

below. The formatting of the required signage will be at Grantee's discretion to best fit the architectural design of the facility, but shall be legible from no less than three (3) feet.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, utilizing CDBG-DR funds, shall have temporary signage erected in a prominent location at the Project site or along a major thoroughfare within the locality, as directed by Grantee, with the wording provided below:

"This project is funded by the Texas General Land Office to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds for the project were allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Recovery Program."

8.17 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the Budget, or to add or delete a Grantee Activity, or to increase the term of the Contract may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

Pursuant to **SECTION 2.04** hereof, a final **Project Completion Report** of all activities performed under this Contract shall be submitted and shall include all such informal revisions approved over the life of the Project.

8.18 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its integrated Attachment(s), and any Work Order, Technical Guidance Letter, or Revision issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Work Order, Technical Guidance Letter, or Revision shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Work Order, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.19 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Grantee acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Grantee after the Contract terminates is performed at the sole risk of Grantee.

8.20 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

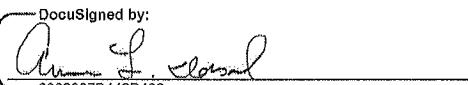
8.21 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.04, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, 8.16, AND 8.17** of this Contract, and any other continuing obligations of Grantee shall survive the termination or expiration of this Contract.

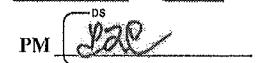
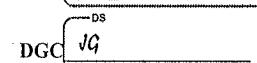
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE
FOR GLO CONTRACT No. 16-272-000-9786
GRANTEE - ROUND 1.0 FUNDING

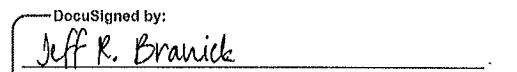
GENERAL LAND OFFICE

DocuSigned by:

 Anne L. Idsal, Chief Clerk
 Deputy Land Commissioner

Date of execution: 5/19/2016

DS 
 PM 
 DS 
 SDD 
 DGC 
 GC 

COUNTY OF JEFFERSON

DocuSigned by:

 Name: Jeff R. Branick
 Title: County Judge, Jefferson County

Date of execution: 5/19/2016**ATTACHMENTS TO GLO CONTRACT No. 16-272-000-9786**

- ATTACHMENT A:** Performance Statement and Implementation Schedule
- ATTACHMENT B:** Project Budget
- ATTACHMENT C:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT D:** General Affirmations
- ATTACHMENT E:** Federal Assurances – Construction Programs SF-424D (Rev. 7-97,)
- ATTACHMENT F:** Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
- ATTACHMENT G:** Special Conditions

ATTACHMENTS FOLLOW

PERFORMANCE STATEMENT

County of Jefferson

Grantee shall carry out the following activity in the target area identified in this statement to aid an area impacted and distressed by Hurricane Rita. The persons benefiting from the activity described will benefit from the use of the improved facilities for the contract obligations to be fulfilled. Jefferson County shall ensure that the amount of funds expended for this activity does not exceed the amount specified for such activity in Exhibit B, Budget.

As a result of Hurricanes Rita and Ike, the County sustained high winds, heavy rains and storm surge which led to failure to function of the natural resources of the Jefferson County coastal area including storm surge overtaking a large section of shoreline and the natural dune structure, which is a barrier to saltwater inundation, causing impacts to the community such as a threat to freshwater wetlands of the McFaddin Refuge. The failure to function threatened the public health, safety and welfare of all served.

Flood and Drainage Facilities-5

Dune Restoration Project

As a supplement to their Hurricane Ike recovery grant DRS220219/GLO#12-544-000-6819, Grantee shall construct a clay berm at a length of approximately twenty-four thousand sixty linear feet (24,060 l.f.), install select sand fill, and dune vegetation over an approximate project length of seventy-six thousand seven hundred seventy linear feet (76,770 l.f.) (Inclusive of the length above) and install drainage structures. Proposed improvements will protect the healthy marshland areas from salt water inundation, slow the rate of shoreline retreat and marshland destruction and protect residents from dangerous storm surges in the future.

<u>Flood and Drainage Facilities:</u>	<u>Location:</u>	<u>HUD Performance Measure:</u>	<u>Approximate Units:</u>
On: Jefferson County Coastline	From: Western Boundary of McFaddin National Wildlife Refuge to Perkins Levee	Linear Feet	76,770

These activities shall benefit two hundred thirty-six thousand nine hundred twelve (236,912) persons, of which one hundred two thousand four hundred seventy-eight (102,478) or forty-three percent (43%) are of low to moderate income.

Engineering-30

Grantee understands that no funding for engineering services is included in this award as per Exhibit B, Budget.

Planning / Project Delivery-33

Grantee understands that no funding for “planning / project delivery” administration activities is included in this award as per Exhibit B, Budget.

Project Delivery (Environmental)-35

Grantee understands that no funding for “project delivery” environmental activities is included in this award as per Exhibit B, Budget.

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Attachment A
 GLO Contract No. 16-272-000-9786
 Page 2 of 2

Grantee: County of JeffersonGrantee Contract No: N/AGrantee Contract Start: 03/01/16Grantee Contract End: 08/31/17

Grantee Contract XXXXXXXXXX
 Year 16 XXXXXXXXXX 17 XXXXXXXXXX 18 XXXXXXXXXX

Description:	Cal. Days	Start	End	Milestone/ Submittal Dates	Year 16																														
					M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J			
Activity: 5 Project: Dune Restoration Project				Description:	Grantee shall extend the current dune and shoreline restoration project, install select sand fill, dune vegetation and drainage structures.																														
Engineering Procurement/Contracting		3/2/2016	3/2/2016	03/02/16 - 03/02/16																															
30% Design & Submittal		3/2/2016	3/2/2016	03/02/16 - 03/02/16																															
Environmental Procurement/Contracting ¹		3/2/2016	3/2/2016	03/02/16 - 03/02/16																															
Environmental ERR Preparation & Submittal		3/2/2016	3/2/2016	03/02/16 - 03/02/16																															
60% Design & Submittal ³		3/2/2016	3/2/2016	03/02/16 - 03/02/16																															
100% Design & Submittal (Plans/Specs/Permits) ⁴		3/2/2016	3/2/2016	03/02/16 - 03/02/16																															
Design Acceptance	1	3/2/2016	3/2/2016	03/02/16																															
Construction ⁵	180	3/2/2016	8/29/2016	03/02/16 - 08/29/16																															
Closeout Completion ⁶	30	10/29/2016	10/29/2016	10/29/16																															

¹ Environmental procurement/contracting is assumed to start the day following the 30% design submittal.² Acquisition is assumed to start the day following the 30% design submittal.³ 60% design is assumed to start two (2) weeks after the 30% design submittal for review.⁴ 100% design is assumed to start two (2) weeks after the 60% design submittal for review.⁵ Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.⁶ Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

EXHIBIT B

BUDGET

County of Jefferson

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
5.	Flood and Drainage Facilities	\$ 45,000	\$ 4,801,182 ¹	\$ 4,846,182
30.	Engineering/Architectural Serv. (Total for all construction accounts)	\$ 0	\$ 0	\$ 0
33.	Planning / Project Delivery	\$ 0	\$ 0	\$ 0
35.	Environmental	\$ 0	\$ 0	\$ 0
	TOTALS	\$ 45,000	\$ 4,801,182 ¹	\$ 4,846,182

¹ Hurricane Ike Disaster Recovery grant DRS220219/GLO#12-544-000-6819

NONEEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Grantee must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Grantee acknowledges that this list may not include all such applicable laws, rules, and regulations.

Grantee and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Act and Regulations specified in **SECTION 1.03** of this Contract;

Department of Defense Appropriation Act (Public Law 109-148);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery;

Guidance Documents: Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for CDBG Disaster Recovery Grantees Under the Department of Defense Appropriations Act, 2006" Notice, 71 Fed. Reg. 7666 (Feb. 13, 2006),

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;"

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063." The failure or refusal of Grantee to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Grantee understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5): 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (18 U.S.C. 874): 41 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327A and 330);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5);

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations (24 C.F.R. Part 84);

Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments (24 C.F.R. Part 85);

OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments);

OMB Circular A-133 – Revised as of June 27, 2007 (Audits of States, Local Governments, and Non-Profit Organizations);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning;

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b));

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs;

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1);

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347);

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.);

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5;

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d));

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e));

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.);

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536);

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c));

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d));

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93);

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202);

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658);

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58);

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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GENERAL AFFIRMATIONS

Grantee agrees without exception to the following affirmations:

1. The Grantee has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Grantee has not received compensation from the GLO for preparing any part of this Contract.
3. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Grantee subject to this section must include names and Social Security numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.
4. Grantee certifies that the individual or business entity named in this Contract: i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity; ii) is in compliance with the State of Texas statutes and rules relating to procurement; and iii) is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>. Grantee acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
5. Grantee agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
6. Grantee certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Grantee will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Grantee: _____

Date of Employment with Grantee: _____

7. Grantee agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
8. Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Grantee will ensure that this clause is included in any subcontract it awards.
9. Grantee certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
10. The Grantee shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Grantee shall include the above provisions in all subcontracts pertaining to the work.

11. Grantee understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Grantees are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or tracey.hall@glo.state.tx.us
12. Grantee must take steps to avoid or mitigate occurrences of fraud, abuse, and mismanagement, especially with respect to the financial management of the Contract and pronouncements made under this Contract, whether so directed by the GLO or at Grantee's initiative. Upon discovery of any alleged or suspected fraud, abuse of power, kickbacks, the embezzlement or loss of funds under this Contract, or the theft of any assets provided for under this Contract, the Grantee immediately shall notify the GLO and appropriate law enforcement authorities and cooperate in any investigation and enforcement action that follows.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

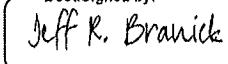
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
 SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§489a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by: 		TITLE County Judge, Jefferson County	
APPLICANT ORGANIZATION Jefferson County, Texas		DATE SUBMITTED 5/19/2016	

FORM CD-512
 (REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

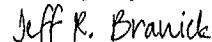
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME	
Jefferson County, Texas	GLO Contract No. 16-272-000-	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Jeff R. Branick		
SIGNATURE	DocuSigned by:	DATE
		5/19/2016

1BCA244768A7473...

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by OMB
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: 4c	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING
LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SPECIAL CONDITIONS

IF APPLICABLE TO THE PROJECT, GRANTEE MUST BE IN COMPLIANCE WITH THE FOLLOWING SPECIAL CONDITIONS AND ANY OTHER STATE, FEDERAL, OR LOCAL LAWS, RULES, AND REGULATIONS AS MAY BE APPLICABLE, THROUGHOUT THE TERM OF THE CONTRACT, PRIOR TO THE RELEASE OF ANY GRANT FUNDS FOR THE PROJECTS ANTICIPATED.

GRANTEE AND IS DEEMED TO HAVE READ AND TO UNDERSTAND THE REQUIREMENTS OF EACH OF THE FOLLOWING, IF APPLICABLE TO THE PROJECT UNDER THIS CONTRACT:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 110-329, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Grantee shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Grantee must provide documentation which indicates that it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Grantee to be eligible to participate in the NFIP have been adopted.
- (2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Grantee shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Grantee acknowledges and agrees that if any property that is the subject of a Project under this Contract located within a floodplain, that the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001–4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program (“NFIP”) (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Grantee is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

- c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, or replacement or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.
- d. Grantee understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Grantee shall require and maintain copies in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Grantee shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served has been issued by the TCEQ.
- (3) Prior to Grantee submission of the Project Completion Report for any water system improvements described in Attachment A, Grantee shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290 – Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Grantee shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the TCEQ review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Grantee shall provide notification of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Grantee shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

- (1) Grantee shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
- (2) Grantee shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Grantee shall provide a copy of its proposed program guidelines for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Grantee shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If the estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Grantee shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Grantee shall ensure that the primary purpose of the facility, as described in **Attachment A**, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition Grantee shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Governor's Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for

evacuees during and immediately after an emergency situation. Grantee shall submit a copy of Grantee's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Grantee shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Grantee shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Grantee shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Grantee will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at <http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Grantees disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Grantee must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES

Prior to the selection of program recipients, Grantee shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

HOUSING REHABILITATION OR RECONSTRUCTION ASSISTANCE:

- (1) The housing rehabilitation or reconstruction assistance provided by Grantee shall be in the form of a five-year deferred payment loan (DPL), at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the DPL will be forgiven at a rate of 20 percent per year, effective on the anniversary date of completion of the Project, evidenced by the date of the Certificate of Final Completion or Final Completion Form.
- (2) The full amount of the assistance provided shall be secured by a fully executed promissory note and Deed of Trust (DOT) filed against the property and recorded in the land records of each applicable county. The DPL may be in a first position (no existing indebtedness) or in a second position, subject or inferior only to an existing first mortgage.
- (3) If the homeowner occupies the home for the full five-year term, the note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the

property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the five-year lien term, the repayment provisions of the promissory note and DOT shall be enforced.

- (4) If, during the five-year lien term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by city council or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (5) The national objective will be considered met only when the city council or county commissioners court determines that a low to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. Grantee is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the five-year forgivable loan, if the national objective was not achieved.
- (6) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Grantee from the sales proceeds. Notwithstanding the preceding, Grantee shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the five-year occupancy or repayment of the assistance (in full or in part), the Grantee shall prepare and record a release of lien document in the land records of the applicable county.
- (7) In instances where another occupant proposes to occupy a previously assisted unit, the locality must document that the new applicant is income eligible and has been informed of the terms and conditions under which the assistance is being provided. The new homeowner(s) must acknowledge, in writing, that they have been informed of these terms and conditions and that they are subject to all of the provisions for the full remaining term of the DPL.

N. COASTAL MANAGEMENT

Grantee acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

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Certificate Of Completion

Envelope Id: 66A2314197064703B19C1201ECB1CF85

Status: Sent

Subject: RUSH: New K Under 50K: 16-272-000-9786 County of Jefferson (Texas General Land Office)

Source Envelope:

Document Pages: 47

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 7

David Villafranca

AutoNav: Enabled

1700 N Congress Ave

EnvelopeD Stamping: Enabled

Ste 935

Time Zone: (UTC-06:00) Central Time (US & Canada)

Austin, TX 78701-1495

david.villafranca@glo.texas.gov

IP Address: 204.65.210.230

Record Tracking

Status: Original

5/16/2016

Holder: David Villafranca

david.villafranca@glo.texas.gov

Location: DocuSign

Signer Events

David Villafranca

Signature



Timestamp

Sent: 5/16/2016

david.villafranca@glo.texas.gov

Viewed: 5/16/2016

Texas General Land Office

Signed: 5/16/2016

Security Level: Email, Account Authentication
(None)

Using IP Address: 204.65.210.230

Electronic Record and Signature Disclosure:

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ID:

Anthony Vargas

anthony.vargas@glo.texas.gov

Texas General Land Office



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Signed: 5/16/2016

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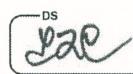
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ID:

Edward Check

contractsteam@glo.texas.gov

Texas General Land Office



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Viewed: 5/16/2016

Signed: 5/16/2016

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Pete Phillips

Pete.Phillips@glo.texas.gov

Texas General Land Office



Sent: 5/16/2016

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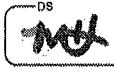
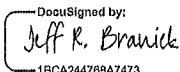
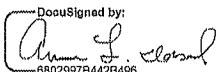
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Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
Ken Wislan ken.wislan@glo.texas.gov Senior Deputy Director - Coastal Protection and Disaster Recovery Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 5/17/2016 Viewed: 5/17/2016 Signed: 5/17/2016 Using IP Address: 204.65.210.169
Jeff Gordon jeff.gordon@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 5/17/2016 Viewed: 5/17/2016 Signed: 5/17/2016 Using IP Address: 204.65.210.2
Mark Havens mark.havens@glo.texas.gov Director of Oil and Gas Legal Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 5/17/2016 Viewed: 5/17/2016 Signed: 5/17/2016 Using IP Address: 204.65.210.48
Jeff R. Branick jbranick@co.jefferson.tx.us County Judge, Jefferson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 5/17/2016 Resent: 5/19/2016 Viewed: 5/19/2016 Signed: 5/19/2016 Using IP Address: 71.40.211.74
Anne Idsal anne.idsal@glo.texas.gov Chief Clerk Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 5/19/2016 Viewed: 5/19/2016 Signed: 5/19/2016 Using IP Address: 204.65.210.58
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Kerri Danieli kerri.danieli@glo.texas.gov Information Architect Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> <p>Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> <p>Cynthia Hudson cynthia.hudson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> <p>Diane Cates diane.cates@glo.texas.gov Lease Processor Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> <p>Shanna Starkey shanna.starkey@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> <p>Fred Jackson fjackson@co.jefferson.tx.us Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> <p>Debby French debby.french@glo.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	Sent: 5/16/2016
		Sent: 5/16/2016
		Sent: 5/16/2016 Viewed: 5/16/2016
		Sent: 5/17/2016 Viewed: 5/17/2016

Notary Events	Timestamp	
Envelope Sent		
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/17/2016

Enveloped
Processed

Permit No. 04-4-16Precinct No. 3

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date 5/16/16

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

West Jefferson Municipal

Water District (Company) does hereby make application to use
lands belonging to Jefferson County, for the purpose of constructing, maintaining or
repairing a utility or common carrier pipeline for the distribution of

potable water, location of which is fully described as
follows: Approx. 3800 LF of 8" x 6" waterline, 5' from road shoulder, starting at the
intersection of Hampshire & Cliff Drive, heading down the west side of Cliff,
North side of Powers, terminating at Hampshire & Powers Road.

8 pages of drawings attached.

Construction will begin on or after April 187, 2016.

It is understood that all work will comply with the requirements of the Utility and
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
_____, and all subsequent revisions thereof to date.

Company West Jefferson MWD

By Daniel Hidalgo

Title District Manager

Address 7824 Glenbrook Dr.

Beaumont TX 77705

Telephone 409 - 794 - 2338

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

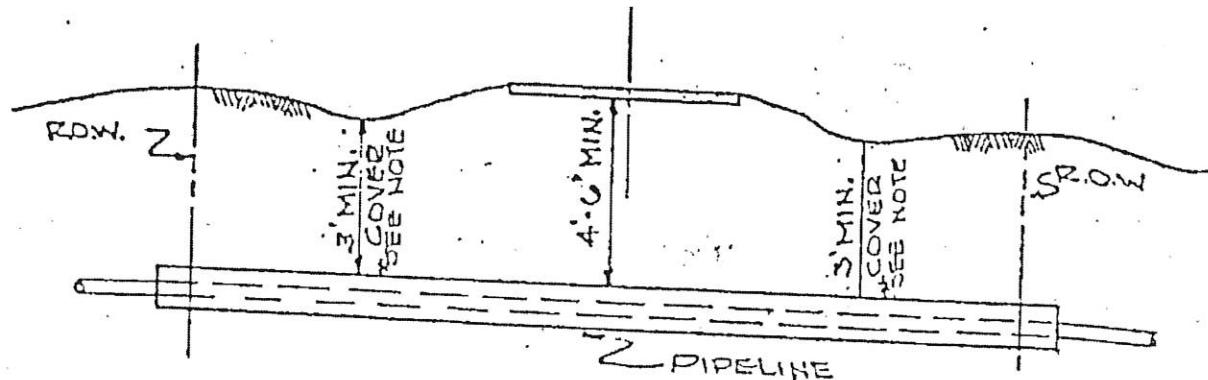
Enclosed, please find the required application fee:

4 road crossing @ \$100.00 _____ \$ N/A

3800 FEET miles parallel @ \$150.00/mile or fraction _____ \$ N/A

TOTAL _____ \$ N/A

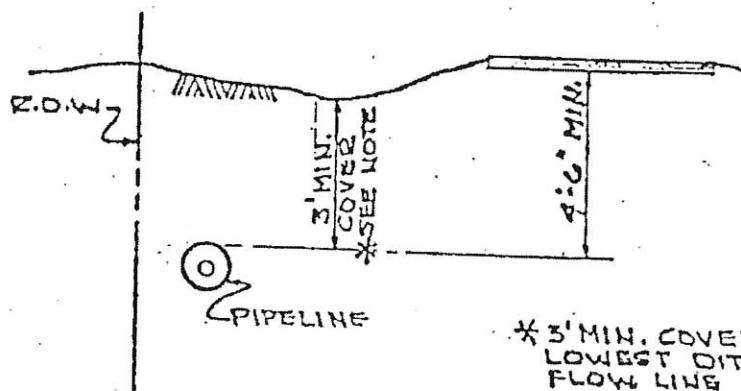
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



* 3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

NOTE: CASING TO EXTEND
1'-0" OUTSIDE R.O.W. EACH
SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



* 3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY	
ENGINEERING DEPARTMENT	
PIPELINE DETAILS (STD.)	
12-7-79	NO SCALE

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

Donald W. Rose
Director of Engineering

May 18, 2016
Date

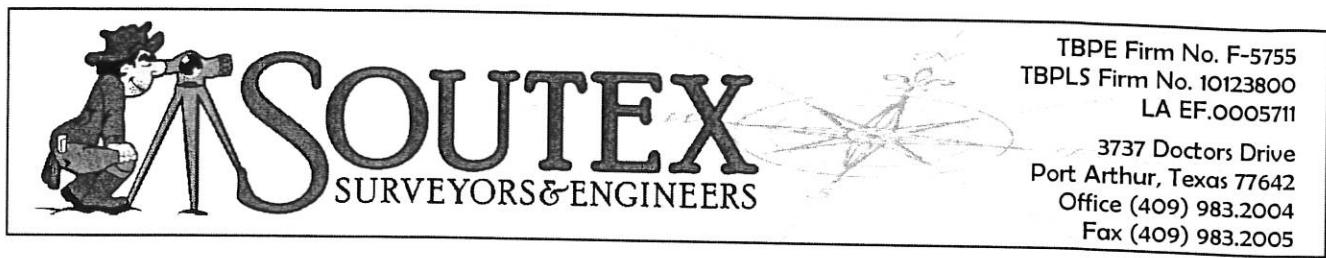
COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By


County Judge



May 16th, 2015

Ernest Clement Jr.
Engineering Specialist
Jefferson County Engineering Dept.
1149 Pearl Street, 5th Floor
Beaumont, Texas 77701

Re: Permit for the proposed appox. 3000lf of 6" & 8" waterline within Jefferson County right-of-way at Cliff Drive & Powers Road.

Mr. Clement,

Attached in quintuplicate is the common carrier pipeline permit application and copies of the construction planset. The project consists approximately 3000lf of 6" & 8" waterlines, 5' off the road shoulder with 3' of cover along the west side Cliff Drive & north side of Powers Road. Mr. Jacque Bergeron is the Developer for the project. Upon completion and acceptance of the project the waterlines will be turned over to West Jefferson County Municipal Water District.

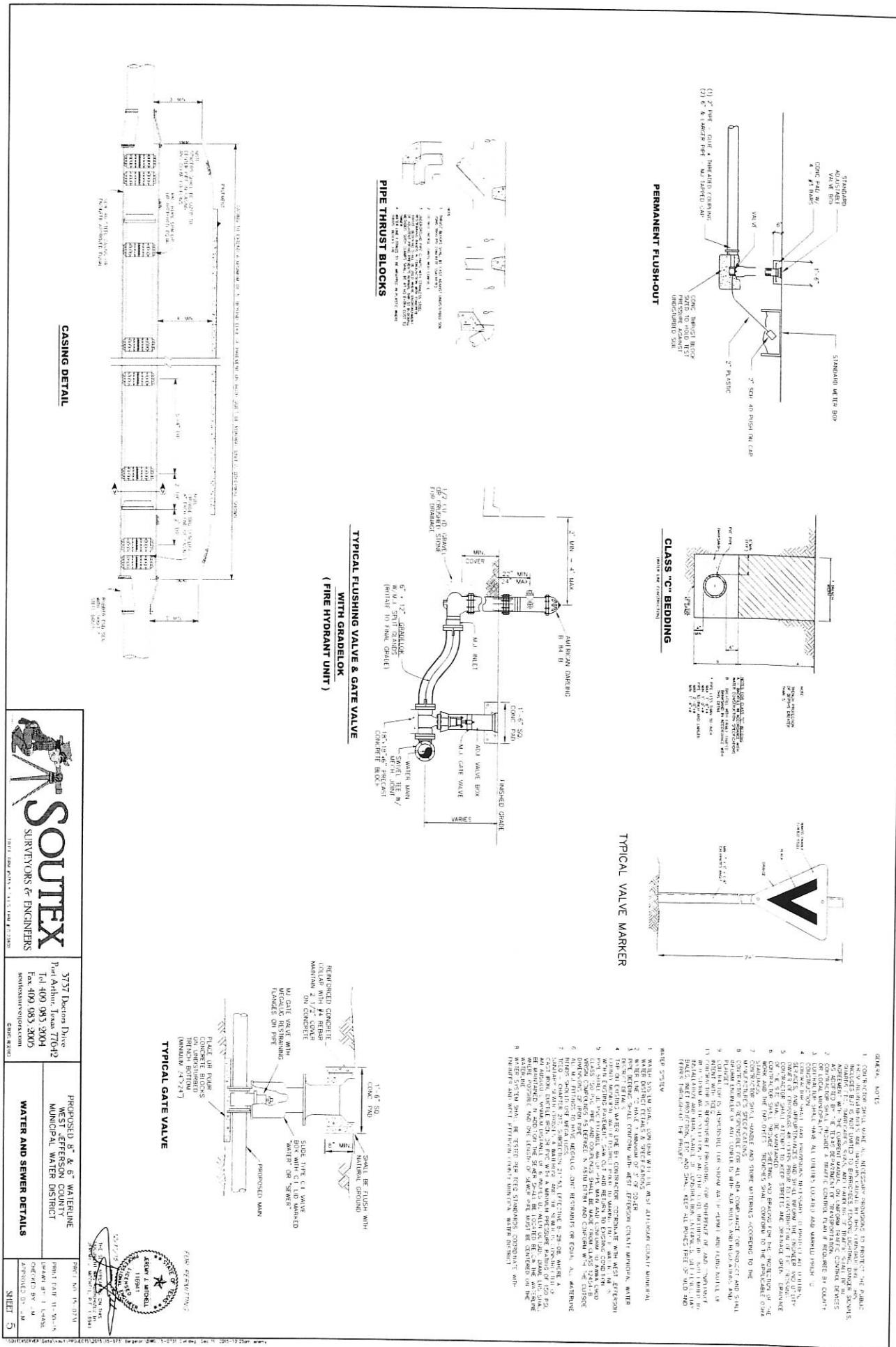
This project requires crossing Hamshire Road and Cliff Drive to connect to the existing waterlines.

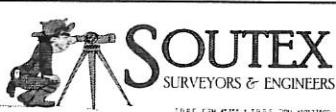
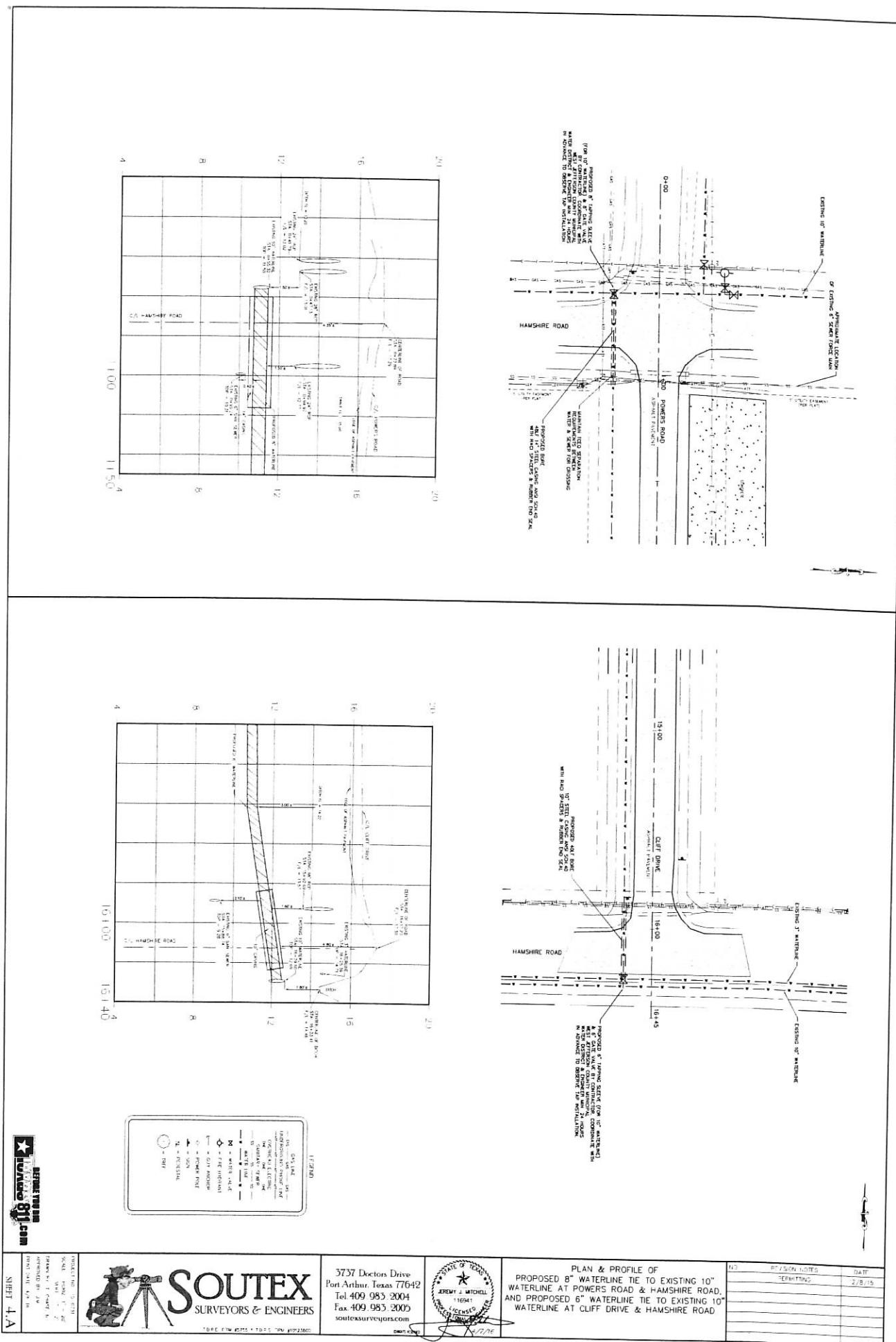
- On Hamshire Road at Powers Road the existing waterline is on the west side of Hamshire Road near the shoulder. To conform with TCEQ requirements and to be able to connect into the existing 10" waterline, while staying above an existing 6" sewer line in the shoulder on the east side of Hamshire road, we proposed a bore with a steel casing that will put the new waterline crossing approximately 1.5' below the flowline of the ditch on the east side of Hamshire Road, approx. 4.35' below the centerline of Hamshire Road.
- On Hamshire Road at Cliff Drive, the existing waterline is on the south side of Hamshire Road near the shoulder. To conform with TCEQ requirements and to be able to connect into the existing 10" waterline, while staying above the existing 6" sewer line in the shoulder of the north side of Hamshire road, we proposed a bore with a steel casing that will put the new waterline crossing approximately 1.6' below the flowline of the ditch on the north side of Hamshire Road, approx. 4.80' below the centerline of Hamshire Road.

An As-Built will be supplied to Jefferson County and to West Jefferson County Municipal Water District showing final location and depths of line including the roadway crossings.

If you have any questions, please contact our office.

Respectfully submitted,
Jeremy Mitchell, P.E.



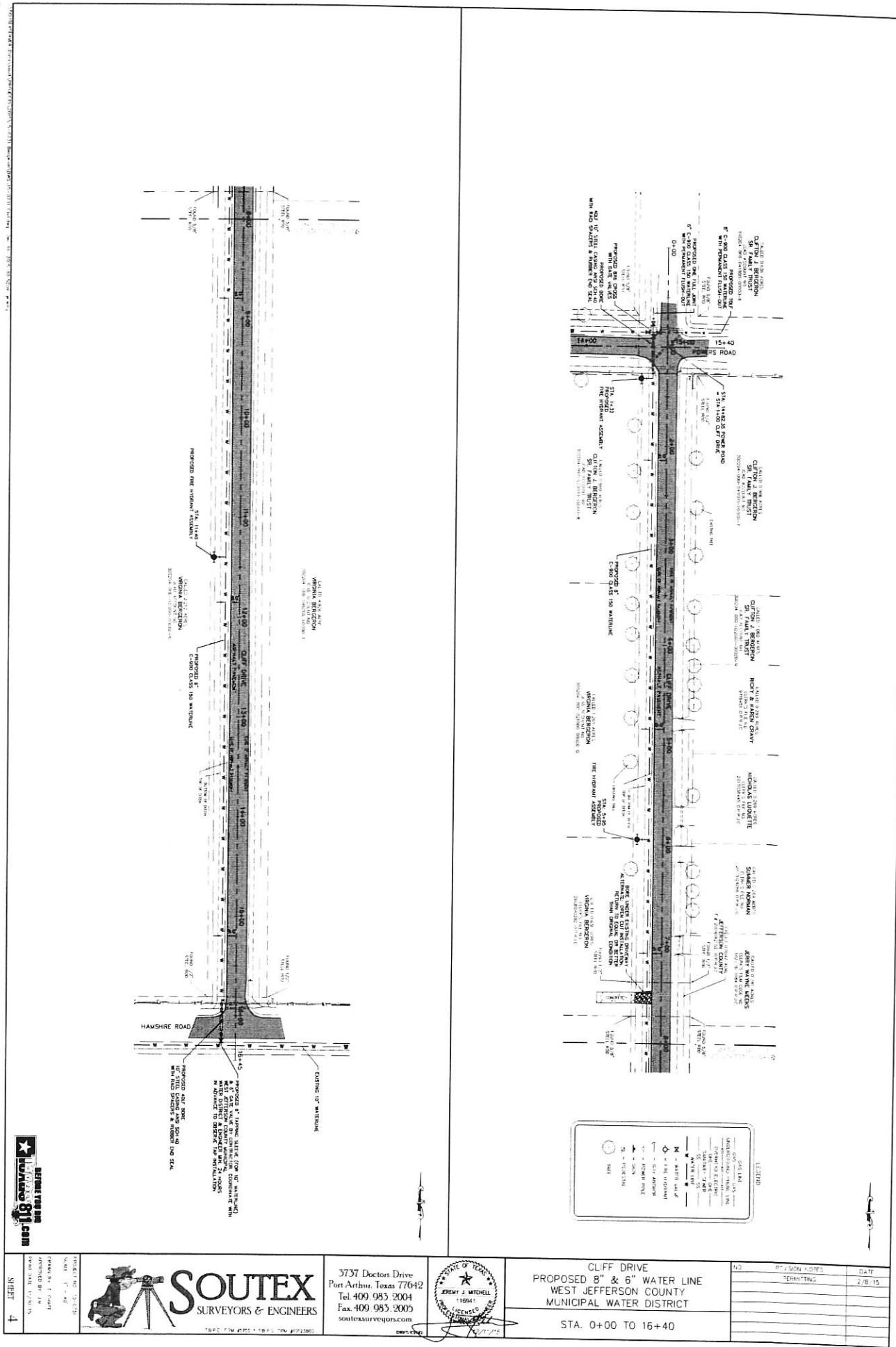


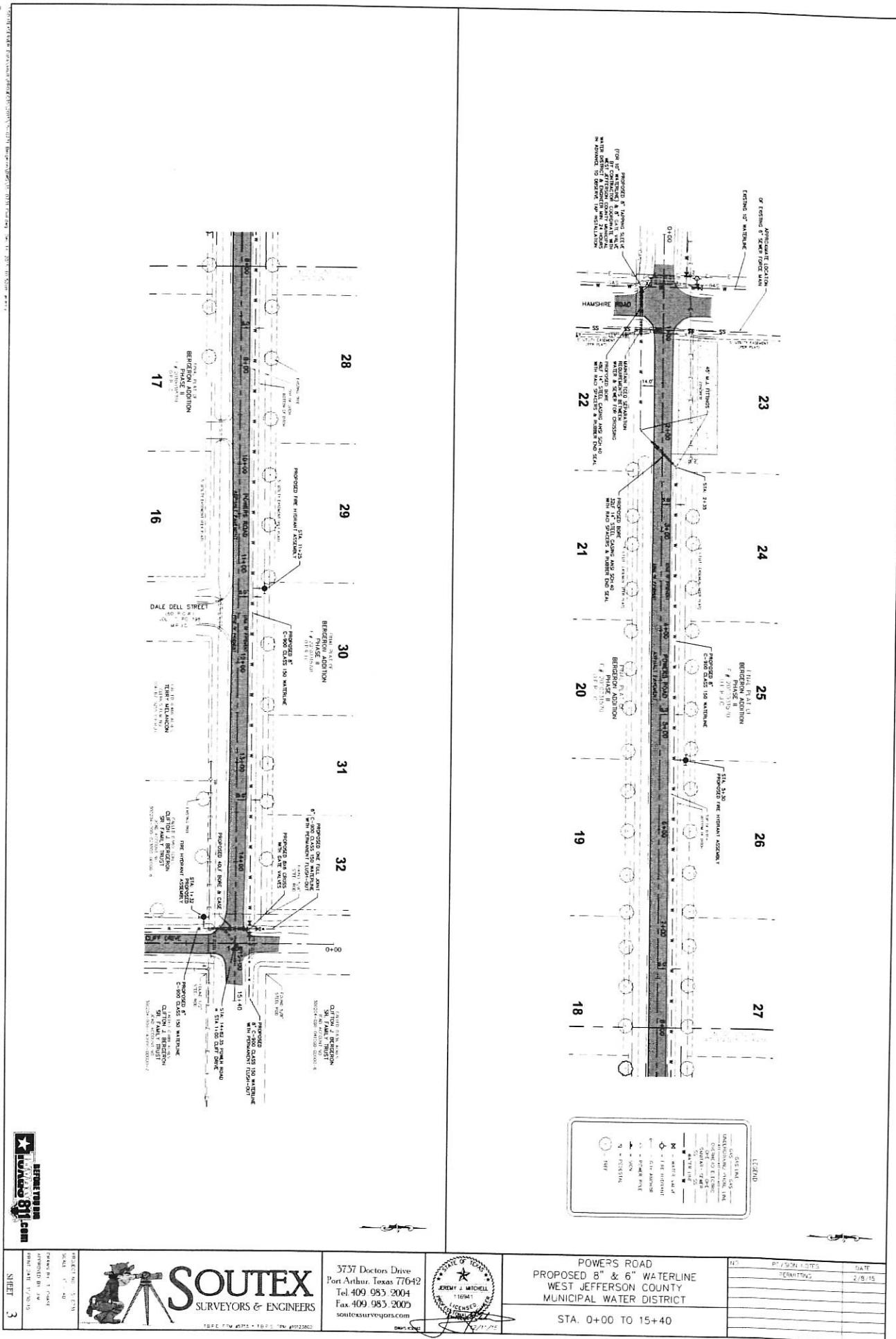
3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com



PLAN & PROFILE OF
PROPOSED 8" WATERLINE TIE TO EXISTING 10"
WATERLINE AT POWERS ROAD & HAMSHIRE ROAD,
AND PROPOSED 6" WATERLINE TIE TO EXISTING 10"
WATERLINE AT CLIFF DRIVE & HAMSHIRE ROAD

PERMITTING





SOUTEX

SURVEYORS & ENGINEERS

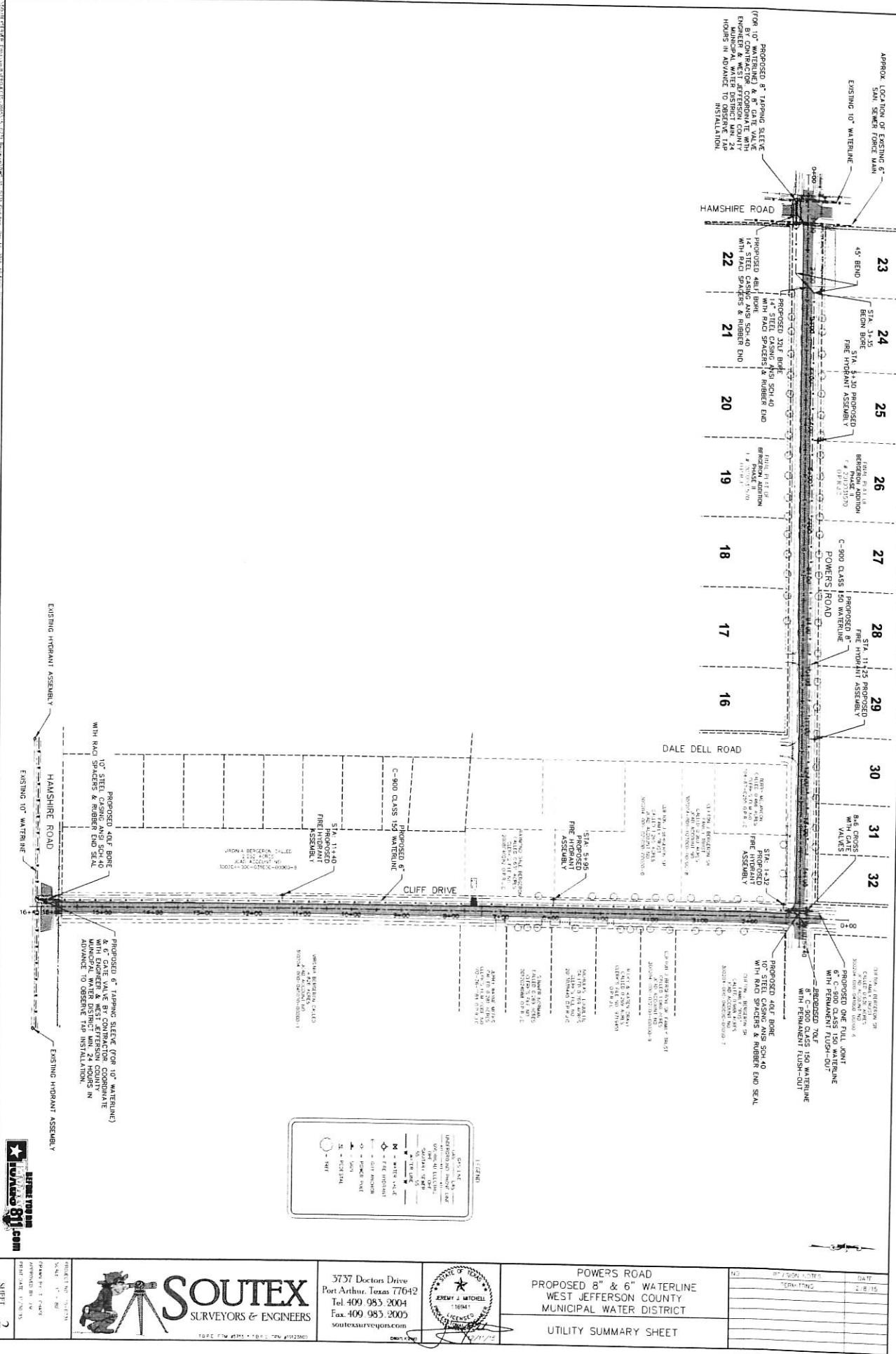
3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005

~~12/11/14~~

POWERS ROAD
PROPOSED 8" & 6" WATERLINE
WEST JEFFERSON COUNTY
MUNICIPAL WATER DISTRICT

STA. 0+00 TO 15+40

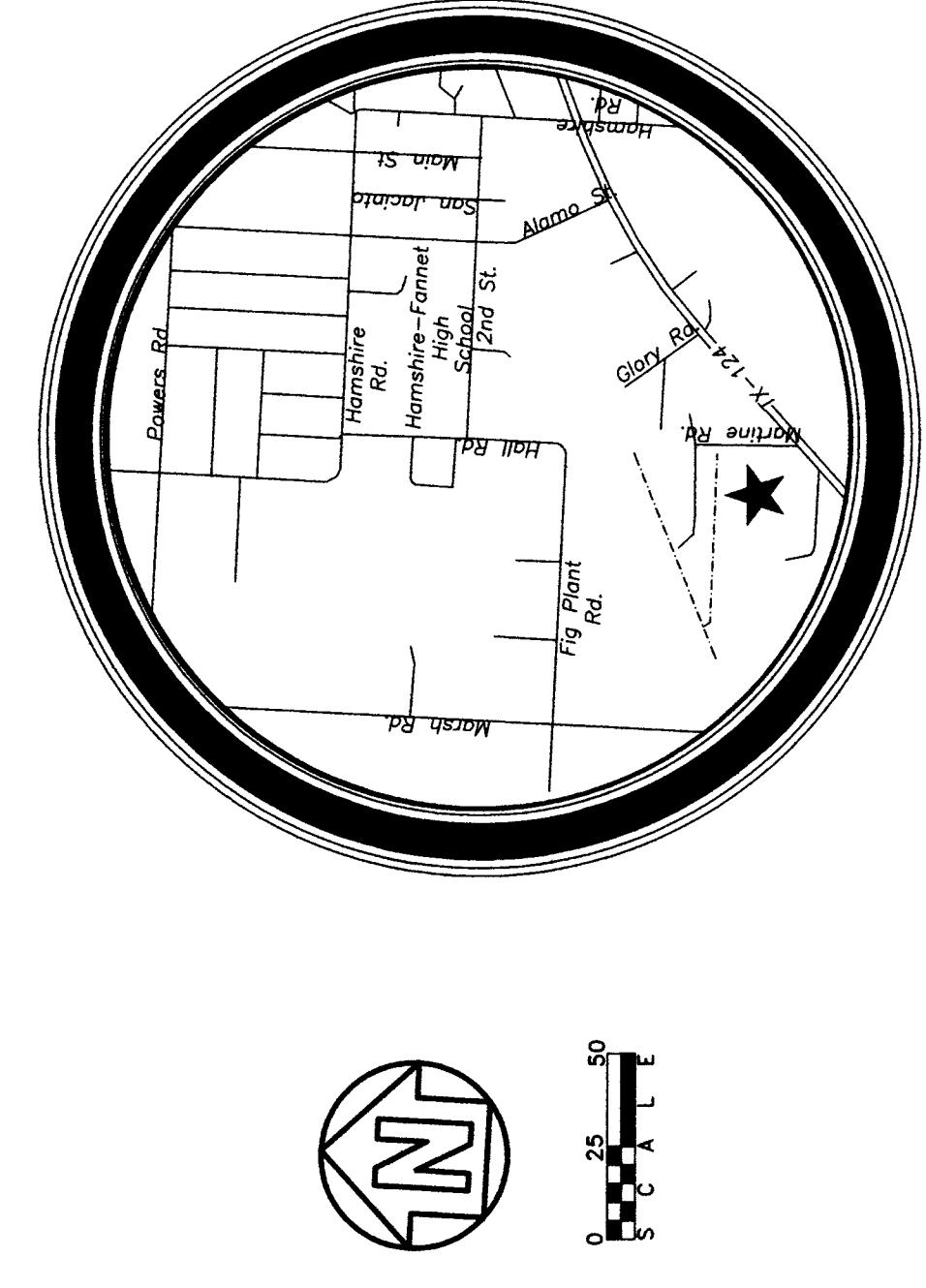
PERMITTING



3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

POWERS ROAD
PROPOSED 8" & 6" WATERLINE
WEST JEFFERSON COUNTY
MUNICIPAL WATER DISTRICT

UTILITY SUMMARY SHEET



LOCATION MAP

Not to Scale

FIELD NOTE DESCRIPTION:

Being c. 588 acre tract of land lying in the T. & NO. RR Survey, Section 136, Abstract No. 20130, 3198, OPR/CT, in County, Texas, being out of and a portion of record that certain 13 1/2 acre tract, described as Tracts 1, 2 and 3 in an instrument of record to Leon Hopson and Michelle Hopson of record in County Clerk's File No. 201026434 of the Official Public Records of Jefferson County, Texas, said 5.888 acres more being particularly described as follows:

BEGINNING at a Capped Rod marking the West right-of-way line of Martine Road (a public roadway) the South line of which is a Capped Rod, and running thence N 86°20'49" W over and across the said 13.805 acre tract, along and with the North line of the residual of said Tracts 1, 2 and 3 the South line of the herein described tract for a distance of 777.80 to a 1/2" Rod set marking the East line of that certain 13.805 acre tract of land described in an instrument to Jeffrey B. Burdick and wife, Cheryl M. Matthews and son, Robert J. Matthews and wife, Amanda Cope, James and wife, Amanda Cope, James of record in County Clerk's File No. 2015011698 of the Official Public Records and being the most Northern corner of the herein described tract;

THENCE N 86°20'51" E along and with the West right-of-way line of the herein described tract the East line of the said 13 1/2 acres and the East line of the herein described tract for a distance of 100.00 to a 1/2" Rod set marking the Northeast corner of the residual of said Tracts 1, 2 and 3 to a point on the Southeast corner of the herein described tract;

THENCE S 86°20'49" W over and across the said 13.805 acre tract, along and with the North line of the South line of that certain 4.77 acre tract of land described in an instrument to Robert J. Matthews and wife, Cheryl M. Matthews and son, Robert J. Matthews and wife, Amanda Cope, James of record in County Clerk's File No. 2015011698 of the Official Public Records and being the Southeast corner of the herein described tract;

THENCE N 86°20'36" W along and with the East line of 4.77 acre tract of land described in an instrument to Beaumont Contractors Manufacturing Home, Ltd. of record in County Clerk's File No. 201026434 of the Official Public Records and being the most Northern corner of the herein described tract;

THENCE N 86°20'32" E along and with the South line of that certain 1.595 acre tract of land described in an instrument to Leon and Michelle Hopson in County Clerk's File No. 201026434 of the Official Public Records and being the most Southern corner of the herein described tract;

THENCE S 86°20'32" E along and with the West line of the herein described tract for a distance of 321.50 to a Capped Rod found marking an angel point on the South line of that certain 0.981 acre tract of land described in an instrument to Travis J. Stark and wife, Cheryl M. Matthews and son, Robert J. Matthews and wife, Amanda Cope, James of record in County Clerk's File No. 2015011698 of the Official Public Records and being the Southwest corner of the herein described tract;

THENCE N 86°20'49" E along and with the South line of the said Matthews 1.000 acre tract and the Southeast North line of the herein described tract for a distance of 5.888 acres of land, 256.16 to the point and place of beginning on area of 5.888 acres of land, more or less.

NOTES:

1. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
2. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR OF EXTRATERRITORIAL JURISDICTION.
3. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE FANNETT SCHOOL DISTRICT.
4. PLATTED PARCELS OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF FLOOD ZONE X AS DEFINED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, TEXAS COMMUNITY PANEL NO. 480385 C, DATED AUGUST 6, 2002, FEMA FLOOD ZONE "X".
5. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY ENERGY TEXAS, INC.
6. GAS UTILITY SERVICE WILL BE PROVIDED BY (NAME OF UTILITY).
7. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
8. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
9. WEST JEFFERSON COUNTY MUNICIPAL WATER UTILITY SERVICE WILL BE PROVIDED BY (NAME OF UTILITY).
10. ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.
11. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
12. BENCHMARKS: NORTHEAST CORNER OF THIS SUBDIVISION.
13. COORDINATES ARE REFERENCED TO TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE #4204.

WATER SUPPLY REPRESENTATIVE

10. ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.
11. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
12. BENCHMARKS: NORTHEAST CORNER OF THIS SUBDIVISION.
13. COORDINATES ARE REFERENCED TO TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE #4204.

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12. BENCHMARKS: NORTHEAST CORNER OF THIS SUBDIVISION.
13. COORDINATES ARE REFERENCED TO TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE #4204.

MINOR PLAT
of
OUT OF THE
T&NO RR SURVEY, SECTION 136
ABSTRACT NO. 620 (dka J. W. WEBB SURVEY)
JEFFERSON COUNTY, TEXAS

Fitz & Shipman
Surveyors
Engineers and Land Surveyors
14200 CORPUS CHRISTI, TEXAS
78229
T 361.6522 E 27.2320
FAX 361.6522 E 27.2320

OWNER: Leon and Michelle Hopson

OWNERSHIP OF DOCUMENTS
THIS DOCUMENT IS THE PROPERTY OF THE CORPORATION. IT IS NOT TO BE COPIED, REPRODUCED, OR OTHERWISE USED, IN WHOLE OR IN PART, WITHOUT THE WRITTEN AUTHORIZATION OF THE CORPORATION.

JOB # 16003-0015-m
MAY 2016

Special, May 23, 2016

There being no further business to come before the Court at this time,
same is now here adjourned on this date, May 23, 2016