

*Notice of Meeting and Agenda and Minutes  
May 15, 2017*

**SPECIAL, 5/15/2017 1:30:00 PM**

BE IT REMEMBERED that on May 15, 2017, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief'Ej ctrkg'Porter

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

Theresa Goodness, Chief Deputy

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

**Notice of Meeting and Agenda and Minutes**  
**May 15, 2017**

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 15, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **15th day of May 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

**INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four**

**PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One**

*Notice of Meeting and Agenda and Minutes*  
*May 15, 2017*

**PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 17-016/YS), Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County.

**SEE ATTACHMENTS ON PAGES 8 - 43**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Consider, approve, and execute an agreement with Entergy for five (5) additional street lights for Precinct No. 2 for a one-time wiring/installation fee of \$1,200.00, with electrical service to be provided to all five lights for a cost of \$73.00 per month, for a total cost of \$876.00 annually, as shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 44 - 45**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**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 46 - 47**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**ADDENDUMS**

**Notice of Meeting and Agenda and Minutes**  
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4. Consider and approve a proposal with Total Safety for Asbestos Air Monitoring and Related Activities for the Jefferson County Downtown Jail – Above Ceiling in the amount of \$3,063.30. This is in accordance with the Region V Purchasing Cooperative Contract. Funds available through Capital Projects.

**SEE ATTACHMENTS ON PAGES 48 - 52**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

5. Consider and approve, execute, receive and file an addendum to the Master Agreement TX2012.004 and Schedules TX2012.004.02 with Manatron, Inc.-a Thomson Reuters Business for the purchase of seven (7) Receipt Printers for the County Clerk's Office, in the amount of \$5,147.38. This is in accordance with DIR Contract Number DIR-LGL-CALIR-02

**SEE ATTACHMENTS ON PAGES 53 - 53**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

6. Consider and approve budget transfer - Jail - repairs to floor in kitchen area.

120-3062-423-6014	BUILDINGS AND STRUCTURES	\$18,000.00	
120-3062-423-3033	FOOD		\$18,000.00

**SEE ATTACHMENTS ON PAGES 54 - 54**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

7. Consider and approve budget transfer - Constable Pct.4 - purchase of in car Decatur radar system.

120-3068-425-3084	MINOR EQUIPMENT	\$2,000.00	
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120-3068-425-1005	EXTRA HELP	\$2,000.00
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**SEE ATTACHMENTS ON PAGES 55 - 55**

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

8. Consider and approve applying for COPS Hiring Program Grant for Constable Precinct Four. This grant will provide 75% funding for a Deputy Constable position to work as a school resources officer for Hamshire Fannett ISD. All cost not covered by the 75% grant funding will be covered by Hamshire Fannett ISD.

**SEE ATTACHMENTS ON PAGES 56 - 76**

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

9. Consider and approve acceptance of National Fish and Wildlife Foundation Grant in the amount \$4,500,000 for construction of two siphons to provide freshwater inflows for the Salt Bayou Watershed . Matching contribution of \$1,200,000 will be provided from settlement funds from BP Oil Spill.

**SEE ATTACHMENTS ON PAGES 77 - 147**

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

10. Regular County Bills - check #433395 through checks #433753.

**SEE ATTACHMENTS ON PAGES 148 - 159**

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

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**COUNTY COMMISSIONERS:**

11. Consider, possibly approve, receive and file the Annual Audit for Jefferson County Emergency Services District #3 in accordance with the Texas Health & Safety Code, Sec. 775.082.

**SEE ATTACHMENTS ON PAGES 160 - 197**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

12. Consider and possibly approve a Resolution in support of the Downtown Beaumont Cultural Arts District.

**SEE ATTACHMENTS ON PAGES 198 - 198**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

13. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for an emergency grant request. Ford Park Spectra Promotion and Marketing- Requested \$75,000- Recommended \$75,000

**Motion by: Commissioner Arnold**

**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 a Special Warranty Deed from Jefferson County to Jacque Bergeron, Trustee of the Clifton Bergeron, Sr. Caring Trust to abandon property that Jefferson County, Texas no longer wishes to possess, pursuant to the Texas Transportation Code, Chapter 251.051.

**SEE ATTACHMENTS ON PAGES 199 - 201**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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**May 15, 2017**

15. Consider and approve an Amendment to Sec.V11 (e) of the Jefferson County Amended Uniform Tax Abatement Policy 2016.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

SEE ATTACHED PAGE 203

16. Consider and approve extension of time for preparation of Ford Park Operating budget for fiscal year 2017/2018.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**CRIME LAB:**

17. Consider and approve Resolution to apply for the Coverdell Forensic Sciences Improvement Program Grant. This grant is available through the CJD (Criminal Justice Division), with no grant match for the 2018 project year. Grant application number: 3419501

**SEE ATTACHMENTS ON PAGES 202 - 202**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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**Jeff R. Branick**  
**County Judge**



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

May 15, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-016/YS, Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

**It is highly recommended that bidders contact David Knight or Greg Keller at 409-835-8511 for a walk through of the facilities prior to submission of bid.** Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

<b>BID NAME:</b>	<b>Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County</b>
<b>BID NO:</b>	<b>IFB 17-016/YS</b>
<b>DUE DATE/TIME:</b>	<b>11:00 AM CDT, Tuesday, June 13, 2017</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Purchasing Department 1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, Texas 77701</b>

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

A handwritten signature of Deborah L. Clark in black ink. Below the signature is a faint, circular watermark of the Jefferson County Seal.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 17, 2017 & May 24, 2017

**IFB 17-016/YS**  
**Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression**  
**and Halon 1301 Fire Suppression Inspection**  
**for Jefferson County**  
**Bids due: 11:00 AM CDT, Tuesday, June 13, 2017**

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**Bid Submissions:**

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

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

## Instructions to Bidders

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### 1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

**Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked “SEALED BID.” The outside of the envelope or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder’s Name and Address; and shall be addressed to the Purchasing Agent.**

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

### 2. Bid 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 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.

### 3. 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.

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

## 5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

## 6. County Holidays – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

## 7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

## 8. 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.

## 9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **10. Contract**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

#### **11. Waiver of Subrogation**

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

#### **12. Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

#### **13. Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

#### **14. Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

#### **15. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any

unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

#### **16. Delivery**

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

#### **17. Interpretation of Bid and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

#### **18. Currency**

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

#### **19. Pricing**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

#### **20. Notice to Proceed/Purchase Order**

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

#### **21. Certification**

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

#### **22. Definitions**

“County” – Jefferson County, Texas.

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

#### **23. 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.

## General Conditions of Bidding and Terms of Contract

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By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

### 1. Bidding

**1.1 Bids.** All bids must be submitted on the bid form furnished in this package.

**1.2 Authorized Signatures.** The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

**1.3 Late Bids.** Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

**1.4 Withdrawal of Bids Prior to Bid Opening.** A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

**1.5 Withdrawal of Bids after Bid Opening.** Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

**1.6 Bid Amounts.** Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

**1.7 Exceptions and/or Substitutions.** All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

**1.8 Alternates.** The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

**1.9 Descriptions.** Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 Bid Alterations.** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**1.11 Tax Exempt Status.** Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

**1.12 Quantities.** Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

**1.14 Silence of Specifications for Complete Units.** All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

**1.15 Addenda.** Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

**1.16 General Bid Bond/Surety Requirements.** Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.17 General Insurance Requirements.** Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.18 Responsiveness.** A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**1.19 Responsible Standing of Bidder.** To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**1.20 Proprietary Data.** Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

**1.21 Public Bid Opening.** Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

## 2. Performance

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

**2.2 Age and Manufacture.** All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

**2.3 Delivery Location.** All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

**2.4 Delivery Schedule.** Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

**2.5 Delivery Charges.** All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

**2.6 Installation Charges.** All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.7 Operating Instructions and Training.** Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

**2.8 Storage.** Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.9 Compliance with Federal, State, County, and Local Laws.** Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.10 OSHA.** The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

**2.11 Patents and Copyrights.** The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 Samples, Demonstrations and Testing.** At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

**2.13 Acceptability.** All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items

and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.14 Maintenance.** Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**2.15 Material Safety Data Sheets.** Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

**2.16 Evaluation.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### 3. Purchase Orders and Payment

**3.1 Purchase Orders.** A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

**3.2 Invoices.** All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

**3.3 Prompt Payment.** In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

**3.4 Funding.** Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

### 4. Contract

**4.1 Contract Definition.** The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and,

upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

**4.3 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.4 Price Re-determination.** A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

**4.5 Termination.** Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

**4.6 Conflict of Interest.** Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

**4.7 Injuries or Damages Resulting from Negligence.** Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

**4.8 Interest by Public Officials.** No public official shall have interest in this contract, in accordance with Texas Local Government Code.

**4.9 Warranty.** The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**4.10 Uniform Commercial Code.** The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.11 Venue.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

**4.12 Sale, Assignment, or Transfer of Contract.** The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

**4.13 Silence of Specifications.** The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

**Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.**

**All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.**

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

### 2. 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>

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

### 3. 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

#### 4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

#### 5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

#### 6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

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

#### 7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

#### 8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

#### **Minimum Insurance Requirements**

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

#### Property Insurance (policy below that is applicable to this project):

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

Workers' Compensation

Statutory Coverage (see attached)

## 9. Workers' Compensation Insurance

### 9.1 Definitions:

- 9.1.1 **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.
- 9.1.2 **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.
- 9.1.3 **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.

- 9.2 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.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 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.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 9.5.1 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
  - 9.5.2 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.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 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.
- 9.8 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.

- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 9.9.1 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.
  - 9.9.2 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.
  - 9.9.3 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.
  - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.9.4.2 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.
  - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.9.6 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
  - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 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.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 17-016/YS.

### Scope

The intent of this invitation to bid and resulting contract is to obtain the services of qualified security firms/vendors to provide fire sprinkler, fire pump, kitchen hood suppression and halon 1301 suppression system inspections at various County locations for an annual term contract. Bidders may bid on any or all lots.

### Annual Testing Service

- The Contractor shall make one regularly scheduled testing service call at twelve month intervals. **All testing and inspections shall be performed within ninety (90) days after contract award.** One copy of the annual inspection report shall be left at each site.
- The following services shall be performed:
  - Clean, adjust, and test all control equipment
  - Inspect and test outlying field equipment
  - Inspect and test to assure proper function of each device
- The regularly scheduled testing shall be established at a time mutually convenient to the County and Contractor. The Contractor shall give at least five days' notice. Some sites may require work to be performed on weekends or evening hours.
- The Contractor shall inform the County of any deficiencies to the system within 24 hours after test.
- The County shall provide a list of "Points of Contacts" for each destination to be tested.
- Within 120 days after contract award, the Contractor shall provide a list of all systems, types of equipment, installers, programmers, codes, numbers, zones and devices for each location including manufacturer, make and model number.
- Any material used under this section will be billed to the County at cost. The Contractor shall submit a copy of the invoice for the parts when submitting bill.
- **The Contractor shall train County employees in the operation, maintenance and overview of entire systems. This class shall be held at a site chosen by the County during normal business hours. The class shall be a minimum of six hours. The class shall be conducted by a qualified instructor knowledgeable in fire/burglar alarm repairs and maintenance. The Contractor shall submit a syllabus of said class, for approval, to the Purchasing Agent at least two weeks prior to class. Training certificates shall be provided to those attending all six hours of training.**
- The Contractor shall load test all batteries annually and replace as necessary and report all such replacements noting locations and reason for replacement. Contractor shall bill County for replacement batteries.
- The Contractor shall comply with all current local, state, federal code and regulations concerning the testing and maintenance of fire alarm systems.

### Systems

**Cooking Vent Hood Fire Suppression Systems:** Semi-annually inspect and tag system.

**Fire Pump Systems:**

Fire Pumps: Annually inspect and conduct flow test of all fire pumps. Test as required.

Water Storage Tanks: Frequency and test method varies with type of tank.

**Standpipe Systems:**

Standpipe Fire Hoses: Semi-annually re-rack and replace gaskets. Every third year after installation, conduct pressure test (test pressure dependent on type of hose).

Fire Department Standpipe and Sprinkler Connections: Five (5) year inspection and flow test of all fire department connections, piping and check all valve assemblies.

Wet System: Inspect and flow test at required volume of water at design pressure for each zone of the system.

Dry System: Conduct hydrostatic test at 200 psi for two (2) hours or 50 psi over maximum working pressure on dry pipe standpipe systems and dry portions of wet pipe system.

**Scheduling**

Within thirty (30) days of award, the Contractor shall provide a proposed inspection schedule for all locations for approval by the designated representative of the Maintenance Department. Hours of service are from 8:00 am to 5:00 pm, Monday through Friday. All services and inspections shall be coordinated with the designated Jefferson County representative forty-eight (48) hours prior to arrival. A Jefferson County designated representative must sign all inspection and service reports after completion of work. All locations require an escort, which shall be designated by the Maintenance Department.

**Inspection Reporting**

Inspection reporting shall specifically identify each device inspected/tested, including type, building floor and location, zone, and rating (if applicable). Within ten (10) working days of the inspection, the Contractor shall provide a line item written proposal estimating the cost (labor and materials) to correct deficiencies noted in the report. Within one hundred twenty (120) days after contract award, the Contractor shall provide a list of all systems, types of equipment, installers, programmers, codes, numbers, zones, and devices for each location, including manufacturer, make, and model number.

**Contractor Qualifications**

The Contractor shall be fully licensed and accredited for the work performed as well as for Uniform Code (UC) standards 1971, 300 and 864 and be SCR (Sprinkler Certificate of Registration) licensed with the State Fire Marshall's Office. Copies of all applicable licenses and certificates should be provided with the bid. Forfeiture of any said license or certification during the term of this contract can be cause for immediate cancellation of contract. Proof of insurance shall be submitted with bid as required in Attachment E, Minimum Insurance Requirement.

**Maintenance/Repair Service**

- The contractor shall provide all materials and labor necessary to perform renovations, repairs, installation, or alteration of fire alarm systems to maintain the systems in good repair at all times as required by code. Contractor shall be prepared to work on all fire alarm systems at all County Owned and leased facilities. If the contractor requires a

third party provider to complete the maintenance/repair, the hourly rates shall not exceed the fixed hourly rates provided by the contractor and billed through the contractor.

- The contractor shall respond to calls placed for emergency service within one (1) hour from receipt of notification from the County, unless otherwise instructed by the General Maintenance Manager or his authorized representative(s). The County will determine what constitutes an emergency (i.e., inability to reset an alarm at a critical care facility such as a detention center). **THE REQUIREMENT TO PROVIDE EMERGENCY REPAIRS MEANS THAT THE CONTRACTOR MUST HAVE A 24-HOUR POINT OF CONTACT (NAME AND PHONE NUMBER) AND THE CAPABILITY TO RESPOND TO THE SITE WITHIN ONE HOUR AFTER CONTACT IS MADE (AS STATED ABOVE).**
- The County shall provide a list of "Point of Contacts" for each destination to be serviced. All maintenance shall be scheduled through the Maintenance Superintendent, David Knight (835-8511) or his authorized representative(s).
- All work shall be scheduled at the convenience of the County as not to interfere with the County's conduct of business. An hourly rate for maintenance/repair service call shall be quoted. In the event the contractor is required to perform work other than Monday through Friday from 7:30 a.m. to 5:00 p.m., and emergency calls, contractor shall charge no more than 1½ times the fixed hourly rate for the individual performing the service. This rate shall only be charged with prior authorization from the General Maintenance Supervisor or his authorized representative(s) acting within their authority for the County.
- Man hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate. **The County shall accept no bid with a minimum charge stipulation.**
- The contractor shall comply with all current Jefferson County Code and Regulations concerning the testing and maintenance of fire alarm systems.
- In the event the contractor is unable to repair any alarm panel within a reasonable amount of time, the County may contact another firm to repair the problem and charge full increase in cost to the contractor.

### Estimates

- Contractor shall provide written "Not to Exceed" estimates on all non-emergency projects over \$500.00. This estimate shall include the estimated number of hours, hourly rate, number and type of employees required, estimated material cost and completion date. Contractor shall respond to requests for estimates within two (2) days and provide written estimates within five (5) days of the original request.
- It shall be the contractor's responsibility to ensure they have all information to prepare accurate estimates.
- Non-emergency work shall only be performed with the authorization of the County General Maintenance Manager or his authorized representative(s). Upon authorization actual work shall not exceed the contractor's estimate unless special arrangements have been made prior to completion of the work.
- Materials shall be billed to the County at Contractor cost. Contractor shall supply upon invoicing their suppliers bill of materials.
- Unreasonable estimates shall be deemed cause to terminate this contract.

## Locations/Equipment

The following is a list of locations where monitoring and maintenance services shall be required.  
**Actual equipment verification shall be the responsibility of the bidder.**

Courthouse (Old Building)  
 1149 Pearl Street  
 Beaumont TX 77701  
 Attn: David Knight  
 (409)835-8511

Courthouse (New Building)  
 1085 Pearl Street  
 Beaumont TX 77701  
 Attn: David Knight  
 (409)835-8511

Annex I  
 1225 Pearl Street  
 Beaumont TX 77701  
 Attn: David Knight  
 (409)835-8511

Annex II  
 1295 Pearl Street  
 Beaumont TX 77701  
 Attn: David Knight  
 (409)835-8511

Sheriff's Department  
 1001 Pearl Street  
 Beaumont TX 77701  
 Attn: David Knight  
 (409)835-8511

Correctional Facility  
 5030 Highway 69 South  
 Beaumont TX 77705  
 Attn: Lt. Kenneth Harrell  
 (409)726-2500

Juvenile Probation  
 5326 Highway 69 South  
 Beaumont TX 77705  
 Attn: Chief Ed Cockrell  
 (409)722-7474

Jack Brooks Regional Airport  
 4875 Parker Drive  
 Beaumont TX 77705  
 Attn: Duke Youmans  
 (409)722-0251

Subcourthouse  
 709 Lakeshore Drive  
 Port Arthur TX 77640  
 Attn: Mark Bernard  
 (409)983-8307

Road & Bridge, Precinct 2  
 7759 Viterbo Road  
 Beaumont TX 77705  
 Attn: Mike Trahan  
 (409)727-2173

## Bidder Information Form

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Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

**Bid Name & Number:** IFB 17-016/YS, Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Mailing Address (Please provide a physical address for bid bond return, if applicable):** \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

## OFFER AND ACCEPTANCE FORM

# OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Name \_\_\_\_\_

## Phone

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Signature of Person Authorized to Sign**

---

## E-mail

Printed Name

---

**Title**

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

---

The Offer is hereby accepted for the following items: Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 17-016/YS, Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

---

Jeff R. Branick  
County Judge

---

Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

## Bid Form

**Instructions:** Bidder should complete the Unit Price below.  
The Total Price will be calculated by Jefferson County upon award.

Item	Unit	Description	Unit Price
1	Semi Annually	Sprinkler Systems (Wet Pipe System Inspection)	\$
2	Semi Annually	Sprinkler Systems (Dry Pipe System Inspection)	\$
3	Semi Annually	Cooking Vent Hood Fire Suppression Systems	\$
4	Semi Annually	Halon 1301 System	\$
5	Annually	Fire Pump Systems (Fire Pump Flow Test to be performed after hours or weekends only)	\$
6	Semi Annually	Standpipe Systems	\$

Total \$

Sprinkler Certificate of Registration (SCR) attached? ..... **Yes**  **No**

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

### Addendum 3 Date Received

## **Bidder Shall Return Completed Form with Offer.**

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Signature Page

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

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

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

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

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

---

Bidder (Entity Name)

---

Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<b>CONFFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>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>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; padding: 5px; width: 100%; height: 100%;"> <p>Date Received</p> </div>
1	<b>Name of vendor who has a business relationship with local governmental entity.</b>	
2	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> <p style="margin-top: 5px;">(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.)</p>	
3	<b>Name of local government officer about whom the information in this section is being disclosed.</b> <p style="text-align: center; margin-top: 10px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; 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> <p style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No     </p> <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> <p style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No     </p> <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> <p style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No     </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	<hr style="margin-bottom: 5px;"/> <p style="margin-bottom: 5px;">Signature of vendor doing business with the governmental entity</p> <hr style="margin-bottom: 5px;"/> <p style="margin-bottom: 5px;">Date</p>	

Adopted 8/7/2015

### **Bidder Shall Return Completed Form 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><b>1</b> <input type="text"/> Name of Local Government Officer</p> <p><b>2</b> <input type="text"/> Office Held</p> <p><b>3</b> <input type="text"/> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <p><b>4</b> <input type="text"/> Description of the nature and extent of employment or other business relationship with vendor named in item 3</p> <p><b>5</b> <input type="text"/> 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 style="margin-left: 20px;">Date Gift Accepted _____ Description of Gift _____</p> <p style="margin-left: 20px;">Date Gift Accepted _____ Description of Gift _____</p> <p style="margin-left: 20px;">Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p> <p><b>6</b> <input type="text"/> AFFIDAVIT</p> <p style="margin-left: 20px;">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><b>OFFICE USE ONLY</b></p> <p>Date Received _____</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>_____ Signature of Local Government Officer</p> <p>_____ Signature of officer administering oath</p> <p>_____ Printed name of officer administering oath</p> <p>_____ Title of officer administering oath</p>		

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

Yes  No

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

### Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

**Bidder Shall Return Completed Form with Offer.**

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

***This information must be submitted with your bid.***

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

Yes  No

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

---

Contractor Name: \_\_\_\_\_ HUB:  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: \_\_\_\_\_

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Printed Name of Contractor Representative

Signature of Representative

Date

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Printed Name of HUB

Signature of Representative

Date

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

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

**Bidder Shall Return Completed Form with Offer.**

## **Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form**

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**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 SUBCONTRACTOR 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: \_\_\_\_\_

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**Bidder Shall Return Completed Form with Offer.**

## **Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form**

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**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: \_\_\_\_\_

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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: \_\_\_\_\_

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

**Bidder Shall Return Completed Form with Offer.**

## **Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form**

**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: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## **Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form**

**PAGE 4 OF 4**

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Residence Certification/Tax Form

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

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

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

---

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

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

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

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

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

**Bidder Shall Return Completed Form with Offer.**

## **Bid Affidavit**

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

after being by me duly sworn, did depose and say:

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

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

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone#: \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## ATTACHMENT A

Craigen road and Patterson road at the intersection.	LED Equivalent Streetlight Type	MONTHLY COST	ANNUAL COST	Number of Span Wire Needed	Cost of Wire Span(s)
Hillibrandt Rd-Dead Man's Curve	140w	\$ 14.60	\$ 175.20	4	\$ 60.00
Garnet Road near Labelle Road and Burrell Wingate intersection	140w	\$ 14.60	\$ 175.20	1	\$ 150.00
Burrell Wingate road near Boondocks road and Burrell Wingate road intersection	140w	\$ 14.60	\$ 175.20	1	\$ 150.00
Craigen road and Patterson road at the intersection.	140w	\$ 14.60	\$ 175.20	1	\$ 150.00
Burrell Wingate road near Craigen road and Burrell Wingate road intersection	140w	\$ 14.60	\$ 175.20	1	\$ 150.00
<b>Sub Total:</b>		<b>\$ 73.00</b>	<b>\$ 876.00</b>	<b>8</b>	<b>\$ 1,200.00</b>

First Month Cost-Includes the one time cost for span(s) of wire: \$ 1,273.00

2nd Month and beyond: \$ 73.00



# Entergy

## TEXAS STREET LIGHT REQUEST FORM

(Applicable for municipalities, incorporated cities, recognized unincorporated communities and subdivisions having an incorporated home owner association.)

Unless directed otherwise by your ETI contact, email this form to [builder@entergy.com](mailto:builder@entergy.com) or fax it to 1-800-898-3143.

Inquiries Contact: Lighting Coordinator Erin Soto (409) 785-2181 (Beaumont, TX office) or [esoto@entergy.com](mailto:esoto@entergy.com)

Date:	4/25/2017	Phone:	
Account Name:	Jefferson County	Email or Fax#:	
Account Number:		Name (Printed):	

Authorized Signature (must be provided):

REMOVALS and/or NEW INSTALLATIONS			UPGRADES OF EXISTING FIXTURES		
REMOVE(#)	INSTALL(#)	Fixture	FROM(#)	TO(#)	Fixture
		100w HPS (4PG)			100w HPS (4PG)
		150w HPS (4PP)			150w HPS (4PP)
		250w HPS (4PA)			250w HPS (4PA)
		400w HPS (4PC)			400w HPS (4PC)
		67w LED (4LA) = 100w HPS			67w LED (4LA) = 100w HPS
		110w LED (4LB) = 150w HPS			110w LED (4LB) = 150w HPS
5		140w LED (4LC) = 250w HPS			140w LED (4LC) = 250w HPS
		213w LED (4LD) = 400w HPS			213w LED (4LD) = 400w HPS
5		Total (#)			Total (#)

Will installed lights requested above be installed on an existing pole with available facilities (transformer and service wires) to serve the light? Please answer YES, NO, or NOT SURE below.

**Note: Existing functioning lights upgraded to a higher wattage or to any wattage LED will be billed a \$25 per light replacement fee.**

Yes, installed on existing poles

Wattage Upgrade/LED Charges

SPECIAL INSTRUCTIONS (Below please provide locations, directions, maps, nearby addresses, etc.):

Specific locations for each streetlight will be provided.

All lights shall be subject to the applicable rate schedule(s) and the Company's Terms and Conditions Applicable to Electric Service, which are subject to change from time to time by the company.

Company Use Only

Order Generated: YES \_\_\_\_\_

Sent To: Construction \_\_\_\_\_ Engineering \_\_\_\_\_

Estimated completion date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



Name: *Jeff R. Branick, Jefferson County Judge*  
 Date: *5/15/2017*

Attest: *A. Ford, Chief Deputy*  
*5/15/17*



**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 *DLC*  
Purchasing Agent

Date: May 10, 2017

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 15, 2017

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COUNTY CLERK	CHAIR		
COUNTY CLERK	CHAIR		
<i>contact person: Jessica Grammer</i>			
COURT AT LAW #3	BLUE OFFICE CHAIR	12608	
<i>contact person: Cynthia Jackson</i>			
CORRECTIONAL FACILITY	BROTHER EM 605 TYPEWRITER	5528	
CORRECTIONAL FACILITY	BROTHER EM 811 TYPEWRITER	18852	
CORRECTIONAL FACILITY	IBM TYPEWRITER	7744	
CORRECTIONAL FACILITY	FARGO DIRECT CARD 550 PRINTER	BO131062	
CORRECTIONAL FACILITY	CANON CAMERA FLASH		
CORRECTIONAL FACILITY	NIKON COOLPIX DIGITAL CAMERA		
<i>contact person: Mistey Reeves</i>			
TAX OFFICE - BEAUMONT	CANON CP 1213D CALCULATOR	303547	
TAX OFFICE - BEAUMONT	SHARP EL-1197P II CALCULATOR	3D134811	
TAX OFFICE - BEAUMONT	SHARP EL-1197P III CALCULATOR	4D010846	
TAX OFFICE - BEAUMONT	SHARP EL-1197P III CALCULATOR	1D119481	
TAX OFFICE - BEAUMONT	DELL KEYBOARD	KB212-B	
TAX OFFICE - BEAUMONT	BROTHER INTELLIFAX 2820	U61325FBN561976	
TAX OFFICE - BEAUMONT	ATIVA CS14W SHREDDER	070240282	
TAX OFFICE - BEAUMONT	BLACK OFFICE CHAIR	32295	
<i>contact person: Cheryl Ellis</i>			



Building HEROES. Protecting HEROES.

May 11, 2017

Jefferson County  
 1149 Pearl St., 1<sup>st</sup> Floor-Purchasing  
 Beaumont, Texas 77701  
 Attn: Ms. Deborah L. Clark, Purchasing  
 409-835-8599  
[syphrett@co.jefferson.tx.us](mailto:syphrett@co.jefferson.tx.us)

**Subject:** **Proposal for Services:** Asbestos Air Monitoring & Related Activities

**Project Site:** Jefferson County Jail – Above Ceiling

**Proposal No.:**P5606-17A

Total Safety U.S. Inc., (Total Safety) is pleased to present this proposal to Jefferson County for the asbestos monitoring activities scheduled for the Jefferson County Jail located at 1001 Pearl Street in Beaumont, Texas. This proposal is being sent per your request. **Total Safety is an accepted vendor for the Region 5 ESC's "Environmental Services (excludes engineering services) #20160404" category by the Southeast Texas Cooperative Purchasing Organization for the contract year of June 1, 2016 to May 31, 2017.**

### **Scope of Work**

Based on our review and understanding of the project, the following tasks are included in the Scope of Work:

- Prepare abatement plans and specifications
- Attend necessary construction meetings and conferences
- Provide on-site air monitoring during the abatement work
- Interface with regulatory agencies as required for the abatement
- Provide a final closeout report at the project completion

A description of the proposed tasks is provided in the following paragraphs.

### **Technical Specifications**

Successful asbestos abatement projects include well-written, practical specifications/scope of work, and a good, qualified contractor. The technical specifications will set out the requirements for abatement activities. The initial task for abatement projects involves a comprehensive review of available documentation including asbestos survey reports, previous abatement work, and the existing building drawings, if applicable.

## Total Safety U.S. Inc.

### Abatement Monitoring

Proper abatement monitoring is essential to reducing the owner's liability on asbestos abatement projects. Total Safety proposes to monitor the abatement project on a full-time basis utilizing fully accredited and licensed asbestos field personnel. Tasks to be performed as part of the day-to-day abatement monitoring activities include:

- Provide oversight for compliance with project specifications, state and federal regulations and be available for on-site resolution of problems or emergency situations
- Collection of air samples during the abatement activities
- Provide Phase Contrast Microscopy (PCM) analysis of asbestos air samples
- Provide daily documentation of abatement activities
- Assist in dispute resolution

### Final Report

Upon completion of the entire abatement project, a final report will be prepared which will provide all supporting documentation, including results of daily air sampling inside and outside the containment, daily field reports, final clearance procedures and all relevant supporting documentation.

### Proposed Fees

Total Safety will provide the services described in this proposal on a time and materials basis. Table 1 provides an estimate for the costs associated with providing services related to this project. Total Safety will make every attempt to complete the project within the estimated fee. Total Safety will not perform any work associated with the project which will exceed the maximum estimated project cost without permission from the client.

Project Element	Unit Cost	Estimated Number Required	Total Estimated Cost
Technical Specifications/Pre-Bid Walkthrough	\$390.00	1	\$390.00
Asbestos Consultant (Project Management)	\$93.10/hour	3 hours	\$279.30
Asbestos Air Monitoring Technician	\$55.10/hour	40 hours	\$2,204.00
Final Report	\$190.00	1	\$190.00
<b>Estimated Total (BUDGET ESTIMATE ONLY)</b>			<b>\$3,063.30</b>

Our terms for payment are net 30 days. Payment in excess of 30 days will be subject to interest in accordance with the Total Safety Standard Terms and Conditions. Our Terms and Conditions are attached and incorporated herein by reference, which, together with this letter, will constitute the entire agreement between us.

**Total Safety U.S. Inc.****Qualifications*****Client Responsibilities***

Client to provide access to the work area and will notify proper authorities of our presence.

If this proposal is deemed satisfactory, please sign below and return a copy (via facsimile) to me at (409) 723-7485. An email to Daniel R. Ward (dward@totalsafety.com) referencing the proposal is also acceptable. Should you have any questions, please contact me at 409-727-8227.

We look forward to the opportunity to work with you on this project.

Sincerely,



Daniel R. Ward  
Regional Manager EHS Services  
DSHS License No. 10-5479

ATTACHMENTS:      Total Safety Terms and Conditions

## TERMS AND CONDITIONS

### WARRANTY AND LIMITATION OF LIABILITY

Total Safety, U.S., Inc., (Total Safety) warrants that work will be performed in accordance with sound practice and professional standards ordinarily exercised by members of the profession practicing at the same time in the same location, but makes no other warranty, whether statutory, expressed or implied. **All other warranties are disclaimed, including, without limitation, the warranty of merchantability or fitness for a particular purpose.** In the event of an error, omission or other professional negligence or any breach of the above warranty occurring within one (1) year from the substantial completion of the project, the sole and exclusive responsibility of Total Safety shall be to re-perform the deficient work at its own expense. The remedy set forth herein is the client's sole and exclusive remedy for any breach of warranty or failure by Total Safety to comply with the terms of this Agreement.

### REPORTS

Reports and recommendations made by Total Safety are only advisory in nature and are intended to assist the Customer in evaluating Customer's facility or operations. They are not intended to imply that no other defects or hazards exist or that all aspects and areas of the facility or operations are clear of hazards at the time of inspection. Final responsibility for the condition and operation of the facility lies with the Customer.

### INDEMNITY

Each of Total Safety and Customer shall, to the extent permitted by law, indemnify, defend, and hold harmless the other from and against any and all claims, demands, complaints or actions of third parties (including employees of the parties or government agencies) arising from or relating to the Services (including personal injury, death, property damage or damage to the environment), to the extent caused or arising out of the negligence, willful misconduct, breach of these terms and conditions, or violation of law of or by the Indemnitor. Further, in the event the parties are jointly at fault or negligent, they agree to indemnify each other in proportion to their relative fault or negligence. The claims, demands, complaints, and actions covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorney's fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

In no event shall either Party have any liability to the other Party for any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however caused, and whether in contract, tort, or under any other theory of liability.

### PRICES AND PAYMENT TERMS

Unless otherwise agreed by Total Safety, terms are FOB shipping point, net 30 days from date of Total Safety's invoice in U.S. currency. The purchase price and rental price for Equipment and/or Services are as set forth on the Proposal, which does not include sales tax or shipping, and is subject to adjustment annually. Customer shall pay all shipping and handling charges, as quoted or invoiced, regardless of the actual amount of shipping and handling charges applicable at time of shipment.

**INSURANCE**

Upon request of Customer, Customer shall be named as an additional insured on Total Safety's policies of insurance to the extent of Total Safety's indemnity obligations under this Agreement.

**APPLICABILITY**

These terms and conditions shall be binding on and inure to the benefit of the personal representatives, the successors, or the assigns of the parties. No waiver or statements by any representative of the service provider will be valid unless contained in this agreement. These terms and conditions constitute the entire agreement between Total Safety and Customer and shall not be amended except in a writing signed by both Parties.

**FORCE MAJEURE**

Total Safety shall not be responsible for failure to render work due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God.

**SEVERABILITY**

If any provision of this Agreement is held by a court or other competent authority to be void or enforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**GOVERNING LAW, VENUE AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed therein, exclusive of the choice of law or conflict of laws provisions thereof. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Texas, County of Harris, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Texas, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

*Total Safety Terms & Conditions Accepted for Client*

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_



## LETTER OF AUTHORIZATION

May 11, 2017

Ms. Carolyn Guidry, County Clerk  
 Jefferson County  
 1001 Pearl Street  
 Beaumont, TX 77704

Dear Ms. Guidry:

This Letter of Authorization ("LOA") will confirm Jefferson County's request for the following hardware at the price indicated. This LOA will be an addendum to Jefferson County's existing Master Agreement No. TX2012.004 and Schedules TX2012.004.02 with Manatron, Inc. – a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov"). All the terms and conditions of those agreements will pertain.

### HARDWARE

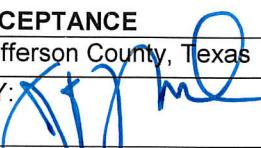
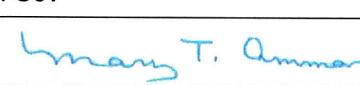
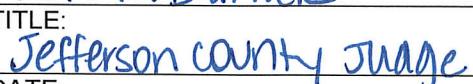
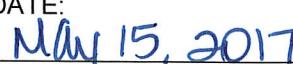
Quantity	Description	Unit Price*	Total Price
7	Ithaca POSjet 1500 Receipt Printer (monochrome - ink-jet) <small>*includes shipping and handling</small>	\$735.34	\$5,147.38

The County is consenting to have the printers ordered and installed in coordination with the scheduled server and workstation tech refresh. No additional Technical Services fees are required for installation provided the printers are installed as part of the project. TRTA Gov will invoice the total fees upon shipment of the requested hardware. Any additional fees are due upon delivery at the actual expense. All invoices are due within 30 days of receipt. Approval of this letter of authorization will allow TRTA Gov to provide the products described herein. Upon approval and signing, please return this letter to TRTA Gov via one of the following methods:

- Email a scanned image of the signed LOA to [mary.ammar@thomsonreuters.com](mailto:mary.ammar@thomsonreuters.com);
- Fax a signed copy to the attention of Mary Ammar at (269) 567-2930; or
- Return a signed copy to Manatron, Inc. – a Thomson Reuters Business, Contract Administration, 510 East Milham Avenue, Portage, MI 49002.

If you have any questions, please feel free to contact Contract Administration at TRTA Gov's corporate office at (269) 388-2604.

### ACCEPTANCE

Jefferson County, Texas	TRTA Gov
BY: 	BY: 
PRINTED NAME: 	PRINTED NAME: Mary T. Ammar
TITLE: 	TITLE: Senior Contract Administrator
DATE: 	DATE: May 11, 2017

Manatron, Inc. – A Thomson Reuters Business

Letter of Authorization No. TX051117JC  
 Expiration Date: June 11, 2017

ATTEST  
 DATE   
 Page 



**JEFFERSON COUNTY SHERIFF'S OFFICE**  
**SHERIFF ZENA STEPHENS**

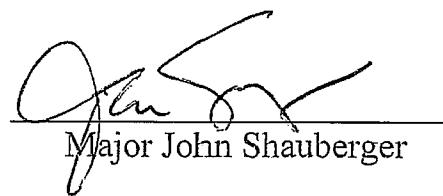
TO: Fran Lee  
Jefferson County Auditing Department

FROM: Major John Shauberger  
Jefferson County Sheriff's Department

RE: Transfer Funds

DATE: May 9, 2017

Please transfer \$18,000 from budget account 120-3062-423-30-33 (Food) to budget account 120-3062-423-60-14 (Building & Structures). This is for the repair of the floor in the Kitchen area at the Correctional Facility. Pictures available upon request.



Major John Shauberger



Phone (409) 434-5450  
Fax (409) 794-3156

19217 Hwy 365  
Beaumont, TX 77705

**Bryan Werner**  
CONSTABLE, PRECINCT FOUR

May 9, 2017

To: Loma

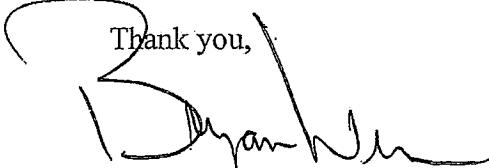
From: Constable Bryan Werner, Precinct 4

Re: Money Transfer for Radar

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Could you please put on Commissioners Court for Monday May 15, 2017? Please consider and approved budget transfer monies from account Extra Help 120-3068-425.10-05 to account Minor Equipment 120-3068-425.30-84. It's for the purchase of an "In car Decatur Radar System". \$2,000

Thank you,

  
Constable Bryan Werner, Precinct 4

5/15/17 56  
Agenda

## COPS Hiring Program Grant (CHP)

The CHP is a grant sponsored by the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office). The grant provides funding directly to law enforcement agencies to hire or rehire career law enforcement officers for the advancement of public safety through an increase in their community policing capacity and crime prevention efforts. One option for implementation is funding a school resource officer, or SRO:

The anticipated CHP award for 2017 will cover up to 75 percent of the approved entry-level salary and fringe benefits of each newly hired or rehired full-time sworn career law enforcement officer over the three-year (36-month) award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position. Through a memorandum of understanding, Hamshire-Fannett ISD's board of trustees has committed to funding the 25% local match to fund the SRO, which would be approximately \$31,000.

### Anticipated Timeline

- April 2017 Grant will open mid-month
- June 2017 CHP grant due
- September 2017 Notice of grant award
- November-December 2017 Implementation

Enclosures: SRO Training Fact Sheet  
Safe School-based Enforcement through Collaboration, Understanding, and Respect  
(SECURE)  
Hamshire-Fannett ISD Board Agenda Item  
Hamshire-Fannett ISD Board Minutes



# Fact Sheet

[www.cops.usdoj.gov](http://www.cops.usdoj.gov)

## 2016 COPS Hiring Program School Resource Officer Mandatory Training

### Overview

The Office of Community Oriented Policing Services (COPS Office) is committed to ensuring student success in supportive, safe environments by providing a variety of resources, including award funding, to deploy School Resource Officers (SRO). The fiscal year (FY) 2016 COPS Hiring Program (CHP) includes awards for agencies to deploy SROs to school districts across the country.

To ensure COPS Office–funded SROs have the resources and knowledge necessary for their position, the COPS Office enacted a new FY 2016 CHP training requirement. All SRO officers funded by FY 2016 CHP awards are required to attend the Basic School Resource Officer Course conducted by the National Association of School Resource Officers (NASRO) as part of their training. To support this requirement, the COPS Office will pay the training fee directly to NASRO and pay allowable travel costs (transportation, hotel, and per diem) up to \$1,000 per COPS Office–funded SRO.

### Award Condition

All COPS–funded SRO(s) are required to complete a National Association of School Resource Officers (NASRO) basic training course no later than nine months after the date shown on the award congratulatory letter. If a COPS–funded SRO leaves the recipient agency after completing the NASRO training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a NASRO basic training course. This new SRO must complete the training no later than nine months after being placed in the schools.

### How to Receive Funding

All agencies funding SROs through a FY 2016 CHP award will receive information about the SRO training requirement in their award terms and conditions, as well as in the CHP Award Owner's Manual (AOM). The COPS Office requires that law enforcement agencies and schools first develop a Memorandum of Understanding (MOU) to clearly document the roles, responsibilities, and expectations of the individuals and partners involved, including SROs, school officials, law enforcement, education departments, students, and parents. The MOU must be submitted within 90 days of the date shown on the award congratulatory letter. The CHP MOU Fact Sheet describing the contents of this MOU can be found on the COPS Office website at [http://cops.usdoj.gov/pdf/2016AwardDocs/chp/2016\\_CHP\\_MOU\\_FactSheet\\_v4.pdf](http://cops.usdoj.gov/pdf/2016AwardDocs/chp/2016_CHP_MOU_FactSheet_v4.pdf).

After an SRO is selected for the COPS Office–funded position, the agency should register for training on the NASRO website (<https://nasro.org/training/>) and note in the comments section that the position is funded by an FY 2016 CHP award. NASRO will then notify the COPS Office for payment. After the course is successfully completed, the officer or agency can submit itemized expenses to NASRO for reimbursement—up to \$1,000 for each SRO position. All expenses must be documented in writing and comply with agency travel policy or federal travel regulations as described in the Federal Travel Regulation web page, <http://www.gsa.gov/portal/content/104790>. A travel checklist will be provided to participants to assist with documentation. Agencies with travel policies that differ from federal travel regulations must submit a copy of the alternative travel policy in writing. After completing the training, the SRO or agency

representative should email a copy of the NASRO Basic School Resource Officer Course certificate to [COPS-SRO@usdoj.gov](mailto:COPS-SRO@usdoj.gov).

If the COPS Office–funded SRO previously completed the NASRO Basic School Resource Officer Course within the last 12 months, the recipient should contact the COPS Office Response Center by phone at 800-421-6770 or by email at [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov) and provide the location and date of the training, so that the COPS Office can confirm with NASRO and determine if the training requirement has been satisfied.

## About NASRO

NASRO is an organization for school-based law enforcement officers, school administrators, and school security and safety professionals working as partners to protect students, school faculty and staff, and the schools they attend. NASRO is a not-for-profit organization founded in 1991 that assists communities and school districts to develop effective programs that further high-functioning community partnerships and ultimately result in safer schools. NASRO's training focuses on the special nature of school campuses, student needs and characteristics, and the educational and custodial interests of school personnel.

### *Basic School Resource Officer Course*

This is a 40-hour block of instruction designed for school administrators and any law enforcement officer with two years or less experience working in an educational environment. The course emphasizes three main areas of instruction:

1. Functioning as a police officer in the school setting
2. Working as a resource and problem solver
3. Developing teaching skills

### *Contact the COPS Office*

For more information about CHP, please call the COPS Office Response Center at 800-421-6770, or visit the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov).

## ADDITIONAL INFORMATION

### **Supporting safe schools**

The COPS Office is committed to supporting safe schools—places where students can learn and teachers can educate—by providing a variety of resources, including award funds, to help deploy SROs. <http://www.cops.usdoj.gov/supportingsafeschools>

### **National Association of School Resource Officers**

The National Association of School Resource Officers (NASRO) is dedicated to making schools and children safer by providing the highest quality training to school-based law enforcement officers. <https://nasro.org/>

### **School Discipline Consensus Report**

The School Discipline Consensus Report is a comprehensive set of consensus-based and field-driven recommendations for improving learning conditions for all students and educators, better supporting students with behavioral needs, improving police-schools partnerships, and keeping students out of the juvenile justice system for minor offenses. <https://csgjusticecenter.org/youth/school-discipline-consensus-report/>

### **Youth.gov**

Youth.gov provides information to create, maintain, and strengthen effective youth programs. Developed by representatives from 19 federal agencies, these programs and services focus on youth by promoting positive, healthy outcomes for children, teens, and young adults. <http://youth.gov>

### **Defending Childhood Initiative**

The Defending Childhood Initiative helps prevent, address, reduce, and more fully understand childhood exposure to violence. They provide resources to stop child abuse and trauma in the United States and give information on the eight Defending Childhood Initiative communities across the country. <http://www.defendingchildhood.org/>

### **School Safety CD-ROM**

The School Safety CD-ROM provides more than 110 documents and links related to school violence, gangs, bullying, and property crime as a resource to local policymakers, law enforcement, school administrators, parents, and students. Bullying, stalking, and other interpersonal crimes affect our nation's children at an alarming rate. This CD-ROM provides school safety information addressing bullying and interpersonal violence, youth violence prevention, alcohol and substance abuse, community partnerships, property crime and nuisance violations, school resource officers, and emergency preparedness and management. <http://rc-zai-inc.com/ric.php?page=detail&id=COPS-CD010>



## Safe School-based Enforcement through Collaboration, Understanding, and Respect

# SECURE

## State and Local Policy Rubric

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### What is the SECURE State and Local Policy Rubric?

The U.S. Departments of Education (ED) and Justice (DOJ) have designed the **SECURE State and Local Policy Rubric** to provide information for **States and local governments** looking to develop or revise **statutes, regulations, and written agreements** related to the appropriate incorporation of school-based law enforcement officers—commonly referred to as school resource officers (SROs)—into school learning environments, with the goal of preventing unnecessary or inappropriate arrests, referrals to law enforcement, contact with the juvenile justice system, and violations of civil rights laws. The SECURE State and Local Policy Rubric provides examples of policies in place throughout the country that help communities establish responsible school-police partnerships. These examples are not an exhaustive list, and other State and local laws and policies may provide helpful guidance to govern the role of SROs in the school learning environment.

### What are the SECURE Rubric Action Steps?

The **SECURE Rubric** includes five common-sense action steps that can help ensure that SROs are incorporated responsibly into school learning environments. These action steps are:

1. Create sustainable partnerships and formalize memoranda of understanding (MOUs) among school districts, local law enforcement agencies, juvenile justice entities,<sup>1</sup> and civil rights and community stakeholders.
2. Ensure that MOUs meet constitutional and statutory civil rights requirements.<sup>2</sup>
3. Recruit and hire effective SROs and school personnel.
4. Keep your SROs and school personnel well trained.
5. Continually evaluate SROs and school personnel, and recognize good performance.

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<sup>1</sup> These entities include those representing judges, prosecutors, public defenders and civil legal aid partners, probation officers, and relevant social service agencies.

<sup>2</sup> Including Federal, State, and local prohibitions on discrimination on the basis of race, color, national origin, language status, religion, sex, sexual orientation, and disability; on the use of excessive force; and on improper searches, seizures, or interrogations.

**DISCLAIMER:** This rubric is not an endorsement of any law or written agreement. These action steps and recommended activities are provided for the user's convenience and do not necessarily reflect the positions or policies of the U.S. Departments of Education (ED) or Justice (DOJ). Neither ED nor DOJ controls or guarantees the accuracy, relevance, timeliness, or completeness of any outside information. All school district and law enforcement officials and policymakers should also seek independent guidance to ensure that any proposed legislation or policy is consistent with all applicable Federal and State laws.

## EXAMINING STATE STATUTES AND REGULATIONS FOR SECURE<sup>3</sup>

**SECURE Action Step 1:** Create sustainable partnerships and formalize MOUs among school districts, local law enforcement agencies, juvenile justice entities, and civil rights and community stakeholders.

In taking this action step, State and local policy encourages the creation of sustainable community partnerships, supported by strong MOUs, by:

- A. Requiring the execution of an MOU prior to commissioning SROs;
- B. Requiring that MOUs be substantially similar to an approved model;
- C. Requiring the involvement of school administrators, educators, law enforcement, and community stakeholders in the development of MOUs; and
- D. Requiring the periodic revision of MOUs.

Examples of such State policies include:

- Missouri statute, MO. REV. STAT. § 162.215 (2016), which requires the execution of an MOU prior to commissioning an SRO at the direction of a school board.

*162.215. School officers may be commissioned to enforce certain criminal laws.*

*1. The school board of any school district may authorize and commission school officers to enforce laws relating to crimes committed on school premises, at school activities, and on school buses operating within the school district only upon the execution of a memorandum of understanding with each municipal law enforcement agency and county sheriff's office which has law enforcement jurisdiction over the school district's premises and location of school activities, provided that the memorandum shall not grant*

<sup>3</sup> State statutes and regulations were found in the National Center for Safe Supportive Learning Environments' Compendium of School Discipline Laws and Regulations, accessed May 2016 at <https://safesupportivelearning.ed.gov/school-discipline-compendium>. The compendium provides information on school discipline laws and administrative regulations for each of the 50 States, Washington, D.C., and the U.S. territories of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the Virgin Islands effective as of March 2015. (See the DISCLAIMER on page 1.)

*statewide arrest authority. School officers shall be licensed peace officers, as defined in section 590.010, and shall comply with the provisions of chapter 590. The powers and duties of a peace officer shall continue throughout the employee's tenure as a school officer.* (Effective Date: August 28, 2013)(emphasis added)

- Pennsylvania regulation, which requires communities to explain the differences between their MOUs and the State-provided model, and provide a rationale for those differences, at the direction of a local superintendent.

*22 Pa. Code 10.11. Memorandum of understanding.*

- (a) *Each chief school administrator shall execute and update, on a biennial basis, a memorandum of understanding with each local police department having jurisdiction over school property of the school entity.*
- (b) *A memorandum of understanding between a school entity and a local police department, including its development and implementation, must meet the requirements of section 1303-A(c) of the Safe Schools Act (24 P. S. 13-1303-A(c)).*
- (c) *In developing a memorandum of understanding to execute with a local police department, a school entity shall consult and consider the model memorandum of understanding promulgated by the Board in Appendix A (relating to model memorandum of understanding).*
- (d) *On a biennial basis, a school entity shall file with the Department's Office for Safe Schools a memorandum of understanding with each local police department having jurisdiction over property of the school entity. As part of its filing with the Department, a school entity shall identify substantive differences between the memorandum of understanding adopted by the school entity and the model memorandum of understanding and provide a statement of reasons for the differences.*
- (e) *The Board, on a biennial basis, will review and, as necessary, revise its model memorandum of understanding in Appendix A. As part of its biennial review, the Board will consider the memoranda of understanding filed by school entities with the Department's Office for Safe Schools and statements explaining school entities' reasons for adopting memoranda of understanding having substantive differences with the model memorandum of understanding.*

*(Effective Date: July 21, 2012)(emphasis added)*

- New Jersey regulations, which require periodic review and revision of an MOU with the involvement of community stakeholders, educators, and law enforcement with close involvement between the local superintendent and other community stakeholders.

*6A:16-6.2. Development and implementation of policies and procedures.*

- (b) *School district policies and procedures shall include the following components:*

[...] 14. An annual process for the chief school administrator and appropriate law enforcement officials to discuss the implementation and need for revising the memorandum of agreement, and to review the effectiveness of policies and procedures implemented pursuant to this subchapter:

i. The annual review shall include input from the executive county superintendent, community members, and meeting(s) with the county prosecutor and other law enforcement officials designated by the county prosecutor.

(Effective: March 17, 2014)(emphasis added)

**SECURE Action Step 2:** Ensure that MOUs meet constitutional and statutory civil rights requirements.

In taking this action step, written State policy supports school-based law enforcement that complies with civil rights laws by:

Identifying Federal and State constitutional provisions and Federal, State, and local civil rights laws and ordinances that apply to law enforcement in educational settings and ensuring that law enforcement and school administrative policies and practices comply with those legal requirements.

An example of such State policy includes:

*Minnesota Law Section 363A.13 – Educational Institutions*

(1) It is an unfair discriminatory practice to discriminate in any manner in the full utilization of or benefit from any educational institution, or the services rendered thereby to any person because of race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation, or disability, or to fail to ensure physical and program access for disabled persons. For purposes of this subdivision, program access includes but is not limited to providing taped texts, interpreters or other methods of making orally delivered materials available, readers in libraries, adapted classroom equipment, and similar auxiliary aids or services. Program access does not include providing attendants, individually prescribed devices, readers for personal use or study, or other devices or services of a personal nature.

(2) It is an unfair discriminatory practice to exclude, expel, or otherwise discriminate against a person seeking admission as a student, or a person enrolled as a student because of race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation, or disability. (emphasis added)

**SECURE Action Step 3:** Recruit and hire effective SROs and school personnel.

**SECURE Action Step 4:** Keep your SROs and school personnel well trained.

In taking these action steps, State and local policy supports hiring, training, and management of SROs by:

- A. Mandating school-specific preparation.
- B. Specifying the minimum duration of training.
- C. Encouraging officers to minimize arrests when a less punitive measure, such as diversion, restorative justice, or the school code of conduct, could be applied.
- D. Eliminating the involvement of SROs in non-criminal matters.

Examples of such State policies include:

- Indiana statute, which provides the minimum duration for school-specific training prior to appointment as an SRO.

C 20-26-18.2-1. "School resource officer".

*(b) Before being appointed as a school resource officer, an individual must have:*

*(1) successfully completed the minimum training requirements established for law enforcement officers under IC 5-2-1-9; and*

*(2) received at least forty (40) hours of school resource officer training through:*

*(A) the Indiana law enforcement training board established by IC 5-2-1-3;*

*(B) the National Association of School Resource Officers; or*

*(C) another school resource officer training program approved by the Indiana law enforcement training board. (emphasis added)*

- Missouri statute, which limits the authority of school officers to certain crimes.

162.215. School officers may be commissioned to enforce certain criminal laws.

*2. School officers shall abide by district school board policies, all terms and conditions defined within the executed memorandum of understanding with each municipal law enforcement agency and county sheriff's office which has law enforcement jurisdiction over the school district's premises and location of school activities, and shall consult with and coordinate activities through the school superintendent or the superintendent's designee. School officers' authority shall be limited to crimes committed on school premises, at school activities, and on school buses operating within the jurisdiction of the executed memorandum of understanding. All crimes involving any sexual offense or any felony involving the threat or use of force shall remain under the authority of the local jurisdiction where the crime occurred. School officers may conduct any justified stop on school property and enforce any local violation that occurs on school grounds. School*

*officers shall have the authority to stop, detain, and arrest for crimes committed on school property, at school activities, and on school buses. (emphasis added)*

## EXAMINING MOUs FOR SECURE

**SECURE Action Step 1:** Create sustainable partnerships and formalize MOUs among school districts, local law enforcement agencies, juvenile justice entities, and civil rights and community stakeholders.

**SECURE Action Step 2:** Ensure that MOUs meet constitutional and statutory civil rights requirements

**In taking these action steps, States and local communities can encourage the creation of sustainable MOUs, including by:**

- A. Clarifying the frequency of review;
- B. Requiring that communities, schools, and law enforcement participate in the MOU review process; and
- C. Mandating the collection, analysis, and reporting of school-based law enforcement data to inform the development of partnerships, to inform the MOU review process, and to evaluate compliance with Federal, State, and local civil rights laws.

An example of such an MOU includes:

Broward County Public Schools

Collaborative Agreement on School Discipline

ARTICLE IV. DATA COLLECTION AND OVERSIGHT

*Data reflecting all school-based arrests, referrals to law enforcement, and filing of criminal complaints and disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status is collected by the School District and Department of Juvenile Justice. Data reflecting the number and nature of incidents of misbehavior is also collected by the School District.*

*Each month, this data will be delivered to the Juvenile Justice Advisory Board and the Eliminating the Schoolhouse to Jailhouse Committee to monitor compliance with the terms of this agreement, the overall number of minor incidents being handled by the criminal justice system and reductions in racial disparities. In addition, these factors should be included in reviewing each school's overall school climate. This data will also be reported to the public at the end of each semester to monitor whether there have been reductions in the overall number of minor incidents being handled by the criminal justice system and reductions in racial disparities.*

*The parties agree to meet twice a year, at the end of each semester, with the Eliminating the Schoolhouse to Jailhouse Committee to provide oversight of the Agreement and make recommendations to the heads of each agency on any modifications to the Agreement.*  
(emphasis added)

An example of such a State policy includes:

- Colorado statute, which requires law enforcement agencies to collect school-based law enforcement data.

22-32-146. School use of on-site peace officers as school resource officers: notifications of arrests and notices issued: reporting requirements.

(4) Commencing August 1, 2013, and continuing each August 1 thereafter, each law enforcement agency employing or contracting with any law enforcement officer who is acting or has acted in his or her official capacity on school grounds, in a school vehicle, or at a school activity or sanctioned event shall report to the division of criminal justice created in section 24-33.5-502, C.R.S., in aggregate form without personal identifying information, data about the cases handled by the agency on school grounds, in a school vehicle, or at a school activity or sanctioned event. Each such report shall include, at a minimum, the following information relating to the preceding twelve months:

- (a) The number of students investigated by the officer for delinquent offenses, including the number of students investigated for each type of delinquent offense for which the officer investigated at least one student;
- (b) The number of students arrested by the officer, including the offense for which each such arrest was made;
- (c) The number of summonses or tickets issued by the officer to students; and
- (d) The age, gender, school, and race or ethnicity of each student whom the officer arrested or to whom the officer issued a summons, ticket, or other notice requiring the appearance of the student in court or at a police station for investigation relating to an offense allegedly committed on school grounds, in a school vehicle, or at a school activity or sanctioned event. (emphasis added)

**SECURE Action Step 3:** Recruit and hire effective SROs and school personnel.

**SECURE Action Step 4:** Keep your SROs and school personnel well trained.

**In taking these action steps, States and local communities can support the hiring and management of SROs by including the following in MOUs:**

- A. Requiring prospective SROs to receive training regarding youth development.
- B. Listing all required and ongoing trainings, and supervisory structures, for SROs and staff, with clarity regarding agency responsibility for each component.
- C. Clarifying the processes for schools' right to request removal or re-assignment of an SRO.

An example of such an MOU includes:

- Denver, Colorado MOU, which outlines the school-specific training that SROs must have, the agency that will supervise the SRO, and a schools' right to request the removal or re-assignment of an SRO.

*Intergovernmental Agreement Concerning the Funding, Implementation and Administration of Programs Involving Police Officers in Schools*

**4. THE SCHOOL DISTRICT'S OBLIGATIONS & RESPONSIBILITIES**

*Denver Public Schools reserves the right to request the removal/re-assignment of any SRO for any reasonable cause DPS provides in writing to the Police Department after other attempts to correct the problem have been explored. The District Commander shall consider DPS's input when determining the removal or reassignment of any SRO and the District Commander shall have the final decision concerning the removal or reassignment of any SRO.*

*d. The School District will:*

*iv. Provide time for their school principals or their designees and the assigned SROs to attend three two-hour citywide training meetings per year, one at the beginning of the school year and once during each semester, and will excuse SROs to attend additional trainings as may be required by the P.O.S.T. Board. Such trainings may include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and the creation of safe spaces for lesbian, gay, bisexual, transgender and questioning students. Any training beyond those specifically required by the P.O.S.T. Board must be agreed upon by both the District and the Police Department.*

- e. The Police Department will:
  - i. Provide SRO supervision.
  - ii. Provide SRO-trained police officer, when such training is required by state statute.
  - iii. Provide SRO training to comply with state requirements, when such training is required by state statute.
  - iv. Provide the SRO with uniforms and equipment.
  - v. Follow the agreed upon schedule for deployment of SROs at high schools and middle schools.
  - vi. Ensure that a member of the Police Department District Command Team, having a rank of Lieutenant or above, maintains communication with DPS school administration and conduct face to face meetings at least twice per semester to evaluate the performance of services provided by the SRO.
  - vii. Train DPD officers on their role within DPS's schools and on the rights afforded to students as required by the P.O.S.T. Board. Trainings may include such topics as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and the creation of safe spaces for lesbian, gay, bisexual, transgender, and questioning students. Any training beyond those specifically required by the P.O.S.T. Board must be agreed upon by both the District and the Police Department. (emphasis added)

**SECURE Action Step 4: Keep your SROs and school personnel well trained.**

States and local leaders can support community efforts to close a school-to-prison pipeline by ensuring that MOUs:

- Encourage officers to minimize arrests for minor school-based offenses.
- Eliminate the involvement of SROs in non-criminal matters.
- Define the different roles of SROs and school administrators when addressing minor student misbehavior.

Examples of such MOUs include:

- Broward County, Florida encourages alternatives to arrest for minor, non-violent misdemeanors, and clarifies that administrators are primarily responsible for discipline.

*Collaborative Agreement on School Discipline*  
2.01 Responding to Student Misbehavior.

*In the event a student misbehaves, the school principal and their designees will be the primary source of intervention and disciplinary consequences. The Code of Student Conduct and Discipline Matrix provides detailed information on consequences and interventions and shall guide the responses to particular types of misbehavior. In addition, school officials should make every effort to connect students to school or community-based support services, such as counseling, mentoring, or extra-curricular activities.*

*Many types of minor student misbehavior may technically meet the statutory requirements for non-violent misdemeanors, but are best handled outside of the criminal justice system. In any school year, the first instance of student misbehavior that rises to the level of a non-violent misdemeanor and requires consultation with a police officer should not result in arrest nor the filing of a criminal complaint, but instead be handled through the Code of Student Conduct and Discipline Matrix. Behavior that rises to the level of a felony offense under any of the above statutes is not included herein.*

*All parties involved in school discipline decisions shall consider the surrounding circumstances including the age, history, disability or special education status, and other factors that may have influenced the behavior of the student, the degree of harm caused and the student's willingness to repair the harm. [...]*

*2.03 Consultations with Law Enforcement – Role of School Administrator. The school principal and their designee are encouraged to talk to the student and evaluate the unique surrounding circumstances in each case. Before referring a student to law enforcement, the school principal or their designee shall:*

*STEP 1. Consult the Code of Student Conduct:*

*Does the Discipline Matrix require consultation with law enforcement? If not, the school principal or their designee should determine the consequences and interventions to be used without involving law enforcement, including the PROMISE program.*

*STEP 2. Consult with law enforcement:*

*If the Discipline Matrix does require consultation, work with law enforcement to assess and respond to the situation. A consultation does not mean that an arrest is necessary.*

*STEP 3. Collaborating with law enforcement to resolve the situation:*

*If the law enforcement officer has exhausted their efforts to resolve the situation, could the student be held accountable through further intervention from the*

*Collaborative Problem Solving Team, PROMISE program or community-based programs? Refusal to participate in the offered alternatives to arrest may result in referral to the Juvenile Justice System of Care and, after input from the State Attorney offices, could be referred back to law enforcement. If further support is needed but not available at the school level, the school principal or designee may call the district designee at Student Support Initiatives for guidance. Emergency and other situations may arise that require the immediate involvement of law enforcement. In such instances, school officials and law enforcement should confer after the situation has been diffused, but, if feasible, before any arrest is made, and follow the process outlined in this agreement to ensure the most effective and least punitive means of discipline is being employed.*

*2.04 Consultations with Law Enforcement – Role of Officer.*

*Before making an arrest of a student for misbehavior on school grounds, school transportation or during a school sponsored or related event, a law enforcement officer shall follow the steps and guiding questions below and attached herein as Exhibit "A". If the situation is resolved short of arrest at any point during this process, the officer does not need to move on to the next step.*

*STEP 1. Consult with the school principal or their designee:*

*Has the Discipline Matrix been followed in this instance? Could this be resolved by consequences within the school discipline system (such as detention, suspension, or interventions)?*

*STEP 2. Evaluate the situation:*

*Considering all the surrounding circumstances, does this incident rise to the level of a felony or pose a serious threat to school safety that necessitates an arrest? If so, the officer shall proceed to Step 6. If the behavior falls into the category of non-violent misdemeanor, continue to the steps below. If the behavior is non-criminal or otherwise minor and not rising to any of these levels, it may be referred back to the school for consequences and interventions.*

*STEP 3. Issue a warning:*

*Can the situation be resolved with an intervention approach that may include the officer talking to the student about their behavior; a verbal warning; taking the student out of the situation in order to cool off or other intervention? [...]*

*2.05 Discretion of Law Enforcement.*

*Nothing in this agreement is intended to limit the discretion of law enforcement. Officers responding to an incident or consulting with school officials are encouraged to use their*

*discretion in determining the best course of action, especially when using alternatives to arrest. While the option to use the criminal justice system is available for many incidents, the totality of the circumstances should be taken into consideration and any less punitive alternatives that ensure the safety of the school community should be considered.*

- Clayton County, Georgia, which limits the use of arrest for minor misbehaviors.

*Cooperative Agreement Between The Juvenile Court Of Clayton County, The Clayton County Public School System, The Clayton County Police Department; The Riverdale Police Department, The Jonesboro Police Department, The Forest Park Police Department, The Clayton County Department Of Family & Children Services, The Clayton Center For Behavioral Health Services, Robert E. Keller, District Attorney And The Georgia Department Of Juvenile Justice.*

*“Focused Acts” are misdemeanor type delinquent acts involving offenses against public order including affray, disrupting public school, disorderly conduct, obstruction of police (limited to acts of truancy where a student fails to obey an officer’s command to stop or not leave campus), and criminal trespass (not involving damage to property).*

*A. Warning Notice and Referral Prerequisites to Complaint in Cases Where a Student has Committed a Focused Act.*

*Misdemeanor type delinquent acts involving offenses against public order including affray, disrupting public school, disorderly conduct, obstruction of police (limited to acts of truancy where a student fails to obey an officer’s command to stop or not leave campus), and criminal trespass (not involving damage to property) shall not result in the filing of a complaint alleging delinquency unless the student has committed his or her third or subsequent similar offense during the school year and the Principal or designee has reviewed the behavior plan with the appropriate school and/or system personnel to determine appropriate action. In accordance with O.C.G.A. §20-2-735, the school system’s Student Codes of Conduct will be the reference documents of record. The parties agree that the response to the commission of a focused act by a student should be determined using a system of graduated sanctions, disciplinary methods, and/or educational programming before a complaint is filed with the Juvenile Court. The parties agree that a student who commits one of the focused acts must receive a Warning Notice and a subsequent referral to the School Conflict Diversion Program before a complaint may be filed in the Juvenile Court. An SRO shall not serve a Warning Notice or make a referral to the School Conflict Diversion Program without first consulting with his or her supervisor if the standard operating procedures of the SRO Program of which the SRO belongs requires consultation.*

- 1. First Offense. A student who commits one of the focused acts may receive a Warning. Notice that his or her behavior is a violation of the criminal code and school policy, and that further similar conduct will result in a referral to the Juvenile Court to attend a diversion program. The SRO shall have the discretion not to issue a Warning Notice and in the alternative may admonish and counsel or take no action.*
- 2. Referral to School Conflict Diversion Program. Upon the commission of a second or subsequent focused act in that or a subsequent school year, the student may be referred to Intake to require the student and parent to attend the School Conflict Diversion Program, Mediation Program, or other program sponsored by the Court. However, a student who has committed a second “bullying” act shall be referred to the School Conflict Diversion Program to receive law related education and conflict resolution programming, and may also be required to participate in the mediation program sponsored by the Court for the purpose of resolving the issues giving rise to the acts of aggression and to hold the student accountable to the victim(s). Intake shall make contact with the parent of the child within ten (10) business days of receipt of the notice from the School Resource Officer or the school to schedule the parent and child to attend the School Conflict Diversion Program, or other program of the Court appropriate to address the student’s conduct. Intake shall forward to the school where the child attends a confirmation of the child’s successful participation in the diversion program. A child’s failure to attend shall be reported to the School Resource Officer to determine if a complaint should be filed or other disciplinary action taken against the child.*
- 3. Complaint. A student receiving his or her third or subsequent delinquent offense against the public order may be referred to the Court by the filing of a complaint. If the student has attended a diversion program sponsored by the Court in that year or any previous school year and the student has committed a similar focused act, the student may receive a Warning Notice warning that the next similar act against the public order may result in a complaint filed with the juvenile court. A student having committed his or her third “bullying” act shall be referred to the Juvenile Court on a juvenile complaint and the Court shall certify said petition provided probable cause exists and if adjudicated shall proceed to determine if said student is delinquent and in need of supervision. The school system shall proceed to bring the student before a tribunal hearing and if found to have committed acts of bullying shall in the least, with consideration given to special education laws, expel said child from the school and place in an alternative educational setting, unless expulsion from the school system is warranted. All acts of bullying shall be reported by school personnel and addressed immediately to protect the victims of said acts of bullying.*

Hamshire-Fannett I.S.D. Board Meeting

12-14-16

Agenda Item: 13

Subject: DISCUSSION OF COPS HIRING PROGRAM GRANT

### BACKGROUND INFORMATION

The Department of Justice (DOJ) offers three year grants to law enforcement agencies who partner with school districts. These grants allow the law enforcement agency to hire a school resources officer to work in the school system.

### ITEM ADDRESSED

The administration would research and examine the feasibility of partnering with a local law enforcement agency to apply for the CHP grant. The administration would then report findings to the board before proceeding with the partnership.

### RECOMMENDED ACTION

Consideration, and, if appropriate, appoint a sub-committee of the board to work with the administration regarding the feasibility, responsibilities, and role of the school district in partnering with a local law enforcement agency for the CHP grant.

## Minutes of Regular Meeting

### The Board of Trustees Hamshire-Fannett ISD

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A Regular Meeting of the Board of Trustees of Hamshire-Fannett ISD was held Wednesday, December 14, 2016, beginning at 6:30 PM in the Administration Board room.

Board Members present at meeting: Chad Blanchard, Jeff Burdick, David Gilmore, Glenn Kiker, Chad McLeod & Robert Thewman.

Board Members absent from meeting: Bobby Mott

Administrators present at meeting: Dr. Dwaine Augustine, Jon Burris, Stephen Edwards, Allison Byrd, Janna Carter, Shawn Clubb, Colby Richards, Adam Craft & Bill Jehling

#### 1. Call to Order and Roll Call

It has been found and determined that in accordance with the policies and orders of the Board, the notice of this meeting was posted publicly at the Administration Building in accordance with the terms and provisions of the Texas Open Meetings Act, Texas Government Code, Section 551.001 et. seq., and that all of the terms of said article have been fully complied with and that the 72-hour notice required has been properly and correctly given.

#### 2. Invocation

#### 3. Pledges of Allegiance

#### 4. Open Forum (Public Comment Session)

At this time, the Board will listen to comments from the public and others regarding both agenda action items and items that are not on the agenda. No action may be taken on non-agenda items. Public participation is limited to the designated open forum portion of a regular meeting. No presentation shall exceed a maximum of five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board. COMPLAINTS AGAINST SPECIFIC EMPLOYEES OR INDIVIDUALS ARE NOT ALLOWED. THESE COMPLAINTS ARE COVERED BY A SEPARATE POLICY. Members of the public will not be allowed to offer comments on agenda action items when that item is on the floor for discussion unless requested to do so by the President of the Board. This audience participation period is not the appropriate means for bringing complaints for which resolution is sought.

#### 5. Business Items

The Board of Trustees have been supplied detailed background information regarding each item of business on the "Consent Agenda" if one is so indicated, or it has been discussed at a previous meeting of the Board. All items will be acted upon by one vote without being discussed separately. If requested by a Board member,

individual items may be removed from the "Consent Agenda" to be discussed and voted upon separately. All items are as recommended by the Superintendent.

6. Superintendent Announcements

- A. Information Regarding Upcoming Legislative Session
- B. Possible Dates for Public Forum: Thursday, January 5th, Tuesday, January 17th or Monday January 23rd

7. Recommended Consent Items A - B

- A. Approval of November 9, 16 & 28, 2016 Board Minutes

It was moved by Jeff Burdick, seconded by Chad McLeod to approve the November 9, 16 & 28, 2016 Board Minutes.

Ayes: x Burdick x Gilmore x Kiker x McLeod x Thewman

B. Approval of November Expenditures

It was moved by Jeff Burdick, seconded by Chad McLeod to approve the November Expenditures in the amount of \$1,660,353.19

Ayes: x Burdick x Gilmore x Kiker x McLeod x Thewman

8. Update: Gary Ferguson, Construction Project Manager

Presenter: Dr. Augustine

Heard Update from Gary Ferguson, Construction Project Manager

*(Chad Blanchard arrived to the meeting at 6:43 p.m.)*

9. Approval of Contractor to Build Fannett Sewer Plant

Presenter: Edwards

It was moved by Chad McLeod, seconded by Glenn Kiker to rebid the Fannett Sewer Plant Project.

Ayes: x Blanchard x Burdick x Gilmore x Kiker x McLeod x Thewman

10. Athletic Revenue vs. Expense

Presenter: Byrd

Heard information on Athletic Revenue vs. Expense Comparison from Allison Byrd.

11. Ratify Maintenance & Operations Paid Holidays

Presenter: Dr. Augustine

It was moved by Chad Blanchard, seconded by Chand McLeod to ratify the

Maintenance and Operations Holidays as presented.

Ayes: x Blanchard x Burdick x Gilmore x Kiker x McLeod x Thewman

12. Athletic Presentation

Presenter: Jehling

Heard Athletic Presentation by Coach Bill Jehling to solicit donations to turf the high school football field.

13. Discussion of Cops Hiring Program Grant

Presenter: Dr. Augustine

Discussed the Cops Hiring Program Grant.

14. Monthly Updates: Business & Finance, Curriculum & Instruction, Maintenance & Operation, Technology and Food Service Department

Jon Burris: Preview of A - F Rating

Stephen Edwards: Going out for bids for Food Service

Presenter: Dr. Augustine

Heard Monthly Updates from Assistant Superintendent Jon Burris and Assistant Superintendent Stephen Edwards.

15. Board Announcements and Information

Presenter: Thewman

Heard Board Announcements and Information.

16. Personnel Resignations

Presenter: Dr. Augustine

No Personnel Resignations at this time.

17. Personnel Employment

Presenter: Dr. Augustine

No Personnel Employment at this time.

18. The Board of Trustees will meet in closed (executive) session to individually interview the three remaining Lone Finalist candidates for the Permanent Superintendent position, as permitted by section 551.074(a)(1), Texas Government Code.

At the conclusion of these interviews, the Board will then deliberate in closed (executive) session as to whether it will select a Lone Finalist from among those

candidates interviewed, or whether it will continue the Permanent Superintendent search process.

If the Board elects to name a Lone Finalist at this meeting, it will do so in open (public) session, as required by law. Such action will initiate the 21-day statutory waiting period before the Board can take action to officially employ the Lone Finalist as Permanent Superintendent.

Presenter: Thewman

At 7:30 p.m. Board President Robert Thewman announced that the Board would convene into executive session to individually interview the three remaining Lone Finalist candidates for the permanent Superintendent position, in accordance with Texas Open Meetings Act, Texas Gov't. Code Section §551.074(a)(1).

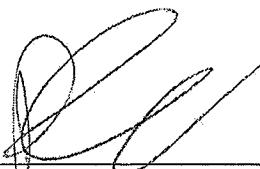
At 10:20 p.m. Board President Robert Thewman announced that the board was now in Open Session.

It was moved by Chad McLeod, seconded by Jeff Burdick to name Dr. Dwaine K. Augustine as Lone Finalist for the Superintendent of Schools.

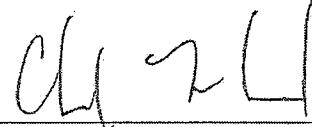
Ayes: x Blanchard x Burdick x Kiker x McLeod x Thewman

Abstain: x Gilmore

Meeting adjourned at 10:21 p.m.



Robert Thewman, President



Chad McLeod, Secretary

**NATIONAL FISH AND WILDLIFE FOUNDATION  
JEFFERSON COUNTY, TX  
PROJECT FUNDING AGREEMENT**

**NFWF Gulf Environmental Benefit Fund  
Hydrologic Restoration of the Salt Bayou Watershed (TX)  
NFWF Project ID #54100**

This Project Funding Agreement (“Agreement”) is made between Jefferson County, Texas (“Recipient”), with an address of 1149 Pearl Street, 7<sup>th</sup> Floor, Beaumont, TX, 77701, and the National Fish and Wildlife Foundation (“NFWF”), with an address of 1133 15<sup>th</sup> Street, N.W., Suite 1000, Washington D.C. 20005. (Recipient and NFWF each, a “Party,” and together, the “Parties.”)

1. **Source of Funds.** The funds to be disbursed by NFWF to Recipient under this Agreement (the “Funds”) represent a portion of the payments received by NFWF pursuant to plea agreements entered as judgment in the cases captioned as United States v. BP Exploration and Production, Inc., Case No. 2:12-cr-00292-SSV (E.D. La.), and United States v. Transocean Deepwater Inc., Case No. 2:13-cr-00001-JTM (E.D. La.) (together, the “Plea Agreements”).
2. **Purpose of Funds.** With respect to projects to be funded in the State of Texas, the Plea Agreements require NFWF to administer and disburse the Funds as follows:

To remedy harm and eliminate or reduce the risk of future harm to Gulf Coast natural resources, NFWF shall use [the Funds] to conduct or fund projects to remedy harm to resources where there has been injury to, or destruction of, loss of, or loss of use of those resources resulting from the Macondo oil spill. NFWF shall consult with appropriate state resource managers, as well as federal resource managers that have the statutory authority for coordination or cooperation with private entities, to identify projects and to maximize the environmental benefits of such projects.

3. **Project to be Funded.** Under this Agreement, NFWF agrees to disburse Funds to Recipient in accordance with the terms hereof to pay the costs associated with Recipient’s implementation of the project entitled “Hydrologic Restoration of the Salt Bayou Watershed (TX)” (the “Project”). A detailed description of the Project, including but not limited to a Project summary, expected timeline and schedule, purpose, products, outcomes, and deliverables (collectively the “Project Description”), is included as Exhibit A hereto. Recipient hereby agrees to use the Funds disbursed to it under this Agreement exclusively to pay the costs of the services, time, materials, equipment, machinery, tools, and other items (collectively the “Work”) comprising the Project, all in accordance with the Project Description.
4. **Maximum Amount of Funding.** Unless agreed otherwise in writing by NFWF (acting in its sole discretion), the amount of Funds to be made available by NFWF to Recipient under this Agreement for purposes of paying the costs of the Work shall not exceed a maximum of Four Million Two Hundred Seventy Five Thousand Dollars (\$4,275,000) (the “Maximum Amount”).

5. **Project Budget.** The estimated budget for the entire Project from commencement through completion (the “Total Budget”) is attached hereto as Exhibit B. The Budget further identifies the individual tasks (“Tasks”) comprising the Work, and sets forth a sub-budget for each such Task (“Task Budget”). Task Budgets are further itemized into cost categories (“Cost Categories”) reflecting the types of costs included in each Task Budget.

The Parties expect that the Recipient will conduct all the Work and complete the Project within the Total Budget and, accordingly, for a total amount of Funds equal to or less than the Maximum Amount. If at any time during the term of this Agreement Recipient believes, based on the Work performed to date, that a material reallocation of costs within the Total Budget is necessary or that the aggregate costs to complete the Project are likely to exceed the Total Budget, Recipient shall so notify NFWF immediately in writing.

6. **Payment for Project Costs.** Recipient may request payment of Funds hereunder either for Work costs already paid or incurred by Recipient (such requests, “Reimbursement Requests”) or, upon a demonstration of actual and immitigable need, for Work costs to be paid or incurred by Recipient imminently (such requests, “Advance Requests”). Recipient shall make Reimbursement Requests and Advance Requests in accordance with the following procedures and subject to the following terms and conditions.

a. **Reimbursement Requests.** Recipient may make Reimbursement Requests no more frequently than once monthly during the term of this Agreement. To receive payment for a Reimbursement Request, Recipient must submit to NFWF a written request, in the form attached hereto as Exhibit C.

In the event Recipient is unable to make a certification specified in the Reimbursement Request form at the time Recipient desires to submit a Reimbursement Request, Recipient shall, at such time, submit to NFWF a written explanation of the basis for Recipient’s inability to make such certification. After receipt and review of such written explanation, NFWF will determine in its sole discretion whether to disburse the requested Funds and whether additional conditions to disbursement are required be satisfied by Recipient. Such conditions may include, but are not necessarily limited to, Recipient’s submission for NFWF approval of a request to amend the Project Description, the Total Budget or any Task Budget.

NFWF will pay to Recipient the amount of Funds properly requested and substantiated in a Reimbursement Request within thirty (30) days of NFWF’s receipt of such Reimbursement Request and all necessary supporting documentation.

b. **Advance Payment Requests.** In exceptional circumstances and based upon demonstration of actual need by Recipient, which need cannot be satisfied by Recipient through other means, NFWF (acting in its sole discretion) may disburse Funds to Recipient to pay for the costs of Work in advance of Recipient’s payment or incurring of such costs. In the event Recipient desires to make an Advance Request, Recipient must submit to NFWF a detailed written explanation of the justification for the Advance Request. After review and consideration of any such written explanation, NFWF will notify Recipient in writing of its determination whether a disbursement of Funds will be made for such Advance Request and, if so, the terms and conditions that will apply to such disbursement. In all cases of advance disbursement of Funds, and without limitation of other terms and conditions that NFWF may impose, Recipient

will be required to submit to NFWF on a periodic basis (as specified by NFWF) a written reconciliation of Funds received, Work expenses incurred, Funds disbursed to sub-recipients, and any Funds remaining “on hand” with Recipient as of the date of reconciliation.

c. Duplicative Funding. If at any time Recipient receives payment or reimbursement from any other source for any Project Work expense for which NFWF has already provided payment or reimbursement hereunder, the Recipient shall so notify NFWF immediately in writing and shall cooperate with NFWF in remediating the duplicative funding, which may include returning to NFWF the amount of funds received by Recipient as a result of such duplicate payment or reimbursement.

d. Ongoing Compliance. NFWF reserves the right to refuse to pay all or any part of the Funds requested in a Reimbursement Request or Advance Request if at the time the request is submitted Recipient has failed to comply with any term or condition of this Agreement or has otherwise failed to perform the Work to date in accordance with the Project Description, Total Budget, and Task Budget(s).

e. Final Disbursement after Completion of all Work. Notwithstanding any other provision of this Agreement, NFWF shall withhold payment of the final Reimbursement Request submitted by Recipient until such time as Recipient has completed the Work and submitted to NFWF all deliverables associated with the Work and this Agreement (including but not limited to the Final Reports required pursuant to Section 8 below). Within thirty (30) days after NFWF’s receipt and acceptance of all such deliverables, NFWF shall disburse to Recipient the amount of Funds properly requested and duly payable under such final Reimbursement Request.

## 7. Progress Reporting.

a. Monthly Progress Consultations. If requested by NFWF, Recipient shall provide NFWF the opportunity to participate in consultations on a monthly basis during the term of this Agreement to provide NFWF with updates on the progress of the Work and Project. Such consultations (which may be in-person, telephonic, or otherwise) shall be scheduled at mutually acceptable dates and times by Recipient in coordination with NFWF.

b. Quarterly Progress Reports. By January 31, April 30, July 31, and October 31 of each calendar year during the term of this Agreement, Recipient shall prepare and upload to NFWF’s electronic grants management system a quarterly progress report containing at least the information set forth in this paragraph (b). Each quarterly progress report is required to provide such information for the period comprised of the immediately preceding three months. Each quarterly progress report is required to contain, at a minimum:

- i. An update on the status of the Project’s implementation and Work performed during the applicable reporting period, including a general description of implementation progress to date and a statement as to whether the Project is proceeding in accordance with the Project Description (including whether the Project is on-Budget and on-schedule);
- ii. An update on the individual Tasks comprising the Project, including for

each Task a summary of (A) the Work performed on such Task during the reporting period; (B) progress made toward Task milestone(s) and/or deliverable(s) as measured against the Task schedule; (C) performance of the Task as against the applicable Task Budget; (D) any existing or anticipated problems with implementation of the Task; any defects, deficiencies, or delays in the Task Work (including but not limited to the disclosure of any factors that are likely to impact the Project schedule or any Task schedule); and any remedial action(s) planned or already taken with respect to any defects, deficiencies, or delays affecting the Task;

- iii. Copies of all Project products and deliverables produced during the applicable reporting period, including but not necessarily limited to any reports, publications, maps, brochures, photos, videos, outreach tools, or press releases;
- iv. Any other information reasonably necessary for NFWF's evaluation of the Project's progress as measured against the Project Description, Budget, and Project schedule.

## 8. **Final Reports.**

When Recipient believes that it has fully and completely performed all the Work, Recipient shall prepare and upload to NFWF's electronic grants management system a comprehensive report on the Work and the corresponding results (the "Final Programmatic Report") and a full accounting of the funds disbursed to it hereunder as compared against the Total Budget (the "Final Financial Report"). (The Final Programmatic Report and Final Financial Report are hereinafter referred to collectively as the "Final Reports.") As appropriate, the Final Programmatic Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including without limitation photographs, video footage, and other electronic representations of the Project and Work. The Final Reports shall be provided by Recipient to NFWF as soon as practicable after Recipient reaches a determination that it has fully and completely performed all the Work, and in any event no later than thirty (30) days following the end date of the Project schedule set forth in the Project Description.

## 9. **Contact Information.**

NFWF Primary: Karen Dawson  
National Fish and Wildlife Foundation  
Coordinator, Impact-Directed Environmental Accounts (IDEA)  
1133 15<sup>th</sup> Street NW, Suite 1000  
Washington, DC 20005  
Telephone: 202-857-0166  
Fax: 202-857-0162  
E-mail: Karen.Dawson@nfwf.org

NFWF Alternate: Jay Wright  
National Fish and Wildlife Foundation  
Assistant Director, Impact-Directed Environmental Accounts  
(IDEA)

1133 15<sup>th</sup> Street NW, Suite 1000  
 Washington, DC 20005  
 Telephone: 202-857-0166  
 Fax: 202-857-0162  
 E-mail: Jay.Wright@nfwf.org

Recipient: Patrick Swain  
 Jefferson County, Texas  
 Jefferson County Auditor  
 1149 Pearl Street, 7<sup>th</sup> Floor  
 Beaumont, TX, 77701  
 Telephone: 409-835-8501  
 Fax: 409-839-2369  
 Email: pswain@co.jefferson.tx.us

Recipient Alternate: Don Rao  
 Jefferson County, Texas  
 Director of Engineering  
 1149 Pearl Street, 5<sup>th</sup> Floor  
 Beaumont, TX, 77701  
 Telephone: 409-835-8584  
 Fax: 409-835-8718  
 Email: drao@jefferson.tx.us

Each Party agrees to notify the other Party promptly in writing of any change in named representative, address, telephone, or other contact information.

10. **Incorporation of the Project Description and Total Budget.** The Project Description and Total Budget are hereby expressly incorporated into this Agreement by this reference.

11. **Assignment.** Recipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written consent of NFWF.

12. **Independent Contractor; Subaward of Funds by Recipient.** Recipient shall be an independent contractor with respect to the Project, each part thereof, and the Work, and no contractor, subcontractor, or other recipient of Funds from Recipient (each, a "Sub-recipient"), nor any employee of a Sub-recipient, shall be deemed to be an agent, representative, employee, or servant of NFWF in connection with this Agreement. NFWF shall not have the right to control, nor any actual, potential or other control over, the methods and means by which Recipient or any of its agents, representatives, employees, or Sub-recipients conducts its business operations. Recipient shall not, in the performance of the Work, perform any act or make any representation to any person to the effect that Recipient or any of its agents, representatives, employees, or Sub-recipients is the agent, representative, employee, or servant of NFWF.

If Recipient makes or issues any award or subaward of Funds to any Sub-recipient for purposes of performing the Work, then Recipient will be deemed to have represented and warranted to NFWF at each such time, in connection with each such award or subaward, as follows:

- a. in making such award or subaward of Funds, Recipient has complied with all applicable laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by Recipient;
- b. in making such award or subaward of Funds, Recipient has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- c. each Sub-recipient is qualified to perform the applicable Work and is authorized to do business in the State of Texas;
- d. each Sub-recipient is required under its agreement with Recipient to perform the applicable Work within budgeted costs identified for such Work as provided in the Project Budget;
- e. each Sub-recipient has agreed to conduct its activities related to the Work in compliance with all applicable laws, regulations, rules, orders, and other governmental mandates;
- f. each Sub-recipient has agreed to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by such Sub-recipient related to the Work; and
- g. no Sub-recipient has any conflict of interest with respect to NFWF, Recipient, or the Project.

Recipient shall be responsible for supervising and directing the Work performed by all Sub-recipients and shall be responsible for all Sub-recipient engineering, procurement, construction means, methods, techniques, sequences and procedures, as well as for coordinating all Sub-recipients' Work. As between Recipient and NFWF, Recipient shall bear sole responsibility for any and all liability caused or incurred by any Sub-recipient in performing Work. NFWF shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any Sub-recipient, and the Parties agree and acknowledge that as between NFWF and Recipient all Work shall be deemed to be the responsibility of, and performed by, Recipient.

13. **NFWF Right to Inspect Work; Access.** NFWF and its representatives and consultants shall, upon reasonable prior notice to Recipient, have access to inspect all Work hereunder; provided, however, that any inspection of the Work shall be conducted at a reasonable time and in a manner that does not delay or disrupt the Work. Notwithstanding any review or inspection by NFWF, Recipient shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of NFWF's inspection or review of the Work. Recipient shall provide NFWF and its representatives and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to Recipient's performance of the Work and completion of the Project.

14. **Conflict of Interest.** During the term of this Agreement, Recipient will maintain in effect policies governing conflicts of interest and, with respect to its performance of the Work and Project, will adhere to such policies.

15. **Unexpended Funds.** Any Funds provided by NFWF and held by Recipient and not expended or obligated for Work on or before the Agreement's termination date will be returned by Recipient to NFWF within thirty (30) days after such termination date.

16. **Amendments.** Any amendment to this Agreement must be in writing and must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend the Project schedule set forth in the Project Description, and thus the term of this Agreement (as defined in Section 17 below), shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Section 7 and 8 hereof such that the dates are commensurate with the extended term of this Agreement. Neither the Project Description, nor the Total Budget, nor any Task Budget may be amended without the prior written consent of NFWF.

17. **Term, Default and Termination.** The term of this Agreement is from the date of the last Party's signature to this Agreement until the date of the later to occur of: (a) receipt by Recipient of written acknowledgment from NFWF that NFWF has received satisfactory Final Reports and all other deliverables required hereunder and (b) receipt by NFWF of written acknowledgment from Recipient that Recipient has received all Funds required to be disbursed to it hereunder (in either case, the "Term"), unless sooner terminated in accordance with the terms and conditions set forth in this Section 17.

Failure by Recipient to comply (as determined by NFWF in its reasonable discretion) with any material term of this Agreement, including but not limited to any failure by Recipient to perform the Work in accordance with the Total Budget, Task Budget(s), and schedule set forth in the Project Description, shall be deemed to be a default of this Agreement and shall constitute cause for NFWF to issue a written "Notice of Default" to Recipient. Any such Notice of Default shall describe in reasonable detail the basis for NFWF's determination of default and shall provide Recipient with a period of no less than ninety (90) days in which to cure such default (or, if such default is incapable of being cured within ninety (90) days, to commence a cure of such default). If Recipient has not cured or, as the case may be, commenced a cure of, any default within ninety (90) days of its receipt of a Notice of Default, NFWF may thereafter terminate this Agreement by a further written notice delivered to Recipient.

Recipient may terminate this Agreement by providing no less than thirty (30) days' prior written notice to NFWF.

In the event of termination of this Agreement prior to Recipient's expenditure or obligation of the maximum amount of Funds available hereunder, Recipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to terminate any further expenditure or obligation of Funds, including but not limited to the following:

- a. Stop work on any portion of the Work that is incomplete, and refrain from undertaking any further Work on the Project.
- b. Place no further Work orders or enter into any further contracts or subcontracts for materials, work, facilities, or other aspects of the Work.
- c. Terminate all pending Work orders, contracts, and subcontracts for Work that have not yet commenced.
- d. Promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Work, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Work orders, contracts, and subcontracts related to the Work.
- e. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, deliverables, and such other information and material as may have been accumulated by Recipient with respect to the Work, whether completed or in progress.
- f. Return to NFWF any unobligated or unspent portion of the Funds then held by Recipient.

18. **Additional Support.** By entering into this Agreement, NFWF assumes no obligation to provide further funding or financial support to Recipient beyond the terms stated in this Agreement.

19. **Arbitration and Choice of Law.**

- a. All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and Recipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final.
- b. This Agreement shall be subject to and interpreted by the laws of the State of Texas, without regard to choice of law principles. By entering into this Agreement, Recipient agrees to submit to the jurisdiction of the courts of the State of Texas.
- c. The terms of this Section will survive termination of this Agreement.

20. **Compliance with Laws; Insurance; Indemnification.**

- a. In conducting its activities relating to the Work and performing its obligations under this Agreement, Recipient agrees to conduct all such activities in

compliance with all applicable Federal, State, and local laws, regulations, and ordinances; and to secure all appropriate and necessary public or private permits and consents.

- b. Recipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by Recipient and associated with this Agreement in any way; will have NFWF named as an additional insured on all such policies; and will provide NFWF with appropriate Certificates of Insurance reflecting such additions within sixty (60) days after this Agreement is fully executed.
- c. Recipient shall indemnify and hold harmless NFWF and its officers, directors, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the Work or Recipient's performance under this Agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- d. The terms of this Section will survive termination of this Agreement.

21. **Publicity**. Recipient agrees to give appropriate credit to the "National Fish and Wildlife Foundation" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding this Agreement or any of the deliverables associated with the Project, the Work, and/or this Agreement. The Recipient hereby grants NFWF the right and authority to publicize NFWF's financial support for the Project and the Work in press releases, publications and other public communications.

22. **Disclaimers**. Payments made to Recipient under this Agreement do not by direct reference or implication convey NFWF's endorsement of the Work or any deliverables provided pursuant to the Agreement. All information submitted for publication or other public releases of information regarding this Agreement, the Project, or the Work shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions, views, or policies of the National Fish and Wildlife Foundation. Nothing contained herein constitutes an endorsement in any respect by the National Fish and Wildlife Foundation."

23. **Website Links**. Recipient agrees to permit NFWF to post a link on any or all of NFWF's websites to descriptions of the Work, the Project, or this Agreement.

24. **Evaluation**. Recipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project and this Agreement for a period of five (5) years after the date on which the Final Reports are provided.

25. **Access to Records**. NFWF and any of its duly authorized representatives shall have access to any books, documents, papers and records of Recipient that are directly pertinent to this Agreement for purposes of making audits, examinations, excerpts, or transcription during the term of this Agreement and for a period of five (5) years after the date of delivery of the Final Reports under this Agreement. By executing this Agreement and accepting disbursements of Funds hereunder, Recipient agrees, without limiting any other obligation under this Agreement, to produce, maintain, and retain such invoices, purchase orders, bills, time records, evidence of payment, and other documents as are necessary to permit NFWF to verify the proper use and expenditure of the Funds disbursed to Recipient hereunder.

26. **Severability**. Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

27. **Binding Obligation**. This Agreement has been duly executed by a representative of Recipient with full authority to execute this Agreement and bind Recipient to the terms hereof. After execution by the representative of Recipient named on the signature page hereto, this Agreement will represent the legal, valid, and binding obligation of Recipient, enforceable against Recipient in accordance with its terms.

28. **Designation as Matching Funds**. NFWF has disclosed to Recipient, and Recipient understands, that the Funds have been designated by NFWF as "matching funds" to meet certain requirements of a cooperative agreement between NFWF and the United States Department of Agriculture Natural Resource Conservation Service. Recipient agrees and acknowledges that it shall not use or designate the Funds as "matching funds" to satisfy the requirements of any other agreement or arrangement involving federal funding without obtaining the prior written consent of NFWF, which NFWF may provide or withhold in its sole discretion.

**IN WITNESS WHEREOF**, both parties have signed this Agreement, intending to be bound legally.

**Jefferson County, Texas**

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

Name: \_\_\_\_\_

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

**National Fish and Wildlife Foundation**

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

Name: \_\_\_\_\_

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

**Exhibit A**  
**Project Description**

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EasyGrantsID: 54100

National Fish and Wildlife Foundation – TX Gulf Environmental Benefit Fund 2016, Full Proposal

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)

Organization: Jefferson County, Texas

## Grant Information

### Title of Project

Hydrologic Restoration of the Salt Bayou Watershed (TX)

<b>Total Amount Requested</b>	\$ 4,275,000.00
<b>Matching Contributions Proposed</b>	\$1,200,000.00
<b>Proposed Grant Period</b>	06/01/ 2016 - 03/31/ 2019

### Project Description

Restore freshwater inflows and ameliorate the loss of marsh habitat in the Salt Bayou watershed through the construction of two siphons under the Gulf Intracoastal Waterway (GIWW) reconnecting lost hydrologic flows.

### Project Abstract

This project proposes an engineering solution to restore freshwater inflows and ameliorate the loss of marsh habitat in the Salt Bayou watershed. The Salt Bayou Watershed in Jefferson County, Texas contains the largest contiguous estuarine marsh complex in Texas. This watershed is located within the Chenier Plain and includes freshwater to estuarine marsh, coastal prairie grasslands, tidal flats, creeks and basins and associated aquatic vegetation. This diversity of communities creates an extremely productive complex for an array of fish and wildlife resources. The marsh system historically contained a continuum of freshwater and intermediate marshes that transitioned into brackish marshes in the lower areas near the confluence of Taylor Bayou and Sabine Lake. The creation of numerous channels in this area for navigation, especially the Gulf Intracoastal Waterway (GIWW), has cut off overland freshwater flows that drained from the northern to the southern portion of the watershed. Additionally, the current hydrology provides a large conduit for saltwater to travel to portions of the system which rarely experienced any tidal influx.

### Organization and Primary Contact Information

Organization	Jefferson County, Texas
Organization Type	State or Local Government
City, State, Country	Beaumont, Texas, North America - United States

Region (if international)

<b>Primary Contact</b>	Mr. Patrick Swain
Position/Title	
Phone and E-mail	409-835-8500 x ; pswain@co.jefferson.tx.us

### Additional Contacts

Role	Name



EasyGrantsID: 54100

National Fish and Wildlife Foundation – TX Gulf Environmental Benefit Fund 2016, Full Proposal

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)

Organization: Jefferson County, Texas

## Project Location Information

Project Location Description	Salt Bayou Watershed adjacent to the Gulf Intracoastal Waterway near Barnet Lake (29.750° N, 94.007° W) and adjacent to the Gulf Intracoastal Waterway near Salt Bayou (29.783° N, 94.000° W), Jefferson County, Texas
Project Country(ies)	North America - United States
Project State(s)	Texas
Project Congressional District(s)	District 14 (TX)

## Permits and Approvals

Permits/Approvals Description: Permit required for NEPA for Water Quality. Permit to be issued by TCEQ. Permit will be applied for and is anticipated to be approved by July 2017

Permits/Approvals Status: Intend to Apply

Permits/Approvals Agency-Contact Person: TCEQ

Permits/Approvals Submittal-Approval Date: 07/31/2017

Permits/Approvals Description: Permit will be required to bore under the GIWW. Permit will be applied for and is anticipated to be approved by July 2017

Permits/Approvals Status: Intend to Apply

Permits/Approvals Agency-Contact Person: US Army Corps of Engineers

Permits/Approvals Submittal-Approval Date: 07/31/2017



# NFWF

EasyGrantsID: 54100

National Fish and Wildlife Foundation – TX Gulf Environmental Benefit Fund 2016, Full Proposal

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)

Organization: Jefferson County, Texas



EasyGrantsID: 54100

National Fish and Wildlife Foundation – TX Gulf Environmental Benefit Fund 2016, Full  
Proposal

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)

Organization: Jefferson County, Texas

## Activities and Outcomes

### Funding Strategy

Activity / Outcome  
Required  
Description

Habitat Restoration

Gulf - Restoring hydrology - Acres with restored hydrology  
Recommended  
Enter the number of acres with restored hydrology

Acres with restored hydrology - Current	0.00
Capacity of facility - Grant Completion	18500.00

Notes



EasyGrantsID: 54100  
 National Fish and Wildlife Foundation – TX  
 Gulf Environmental Benefit Fund 2016, Full  
 Proposal

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)  
 Organization: Jefferson County, Texas

#### BUDGET SUMMARY

	Personnel	Travel	Equipment	Materials and Supplies	Contractual Services	Other Direct Costs	Indirect Costs	Other	Total
<b>Task 1</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$4,275,000.00	\$0.00	\$0.00	\$0.00	\$4,275,000.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,275,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,275,000.00</b>

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)  
 Organization: Jefferson County, Texas

EasyGrantsID: 54100  
 National Fish and Wildlife Foundation – TX  
 Gulf Environmental Benefit Fund 2016, Full  
 Proposal

## TASK 1 - BUDGET DETAILS

### Task 1 - Construction of Salt Bayou Watershed Siphons

	Unit Cost	Quantity	Task Total
<b>Personnel</b>			<b>\$0.00</b>
Salaries			\$0.00
Benefits			\$0.00
<b>Travel</b>			<b>\$0.00</b>
Other Travel Costs			\$0.00
<b>Equipment</b>			<b>\$0.00</b>
Equipment			\$0.00
<b>Materials and Supplies</b>			<b>\$0.00</b>
Materials and Supplies			\$0.00
<b>Contractual Services</b>			<b>\$4,275,000.00</b>
Subcontract/Contract - Per Agreement			\$4,275,000.00
<i>Task 1.1 Construction of Siphons</i>			
Subgrant - Per Agreement			\$2,137,500.00
<b>Other Direct Costs</b>			<b>\$0.00</b>
Other Direct Costs			\$0.00
<b>Indirect Costs</b>			<b>\$0.00</b>
Indirect Costs			\$0.00
<b>Other</b>			<b>\$0.00</b>
Other			\$0.00
<b>Total Direct Costs</b>			<b>\$4,275,000.00</b>
<b>Total Indirect Costs</b>			<b>\$0.00</b>



Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)  
Organization: Jefferson County, Texas

<b>Total</b>	<b>\$4275,000.00</b>
--------------	----------------------

EasyGrantsID: 54100  
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Version 1.1

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## TASK 1 - BUDGET NARRATIVE

### Task 1 - Construction of Salt Bayou Watershed Siphons

<b>I. Personnel</b>	
Salaries	-
Benefits	-
<b>II. Travel</b>	
Other Travel Costs	-
<b>III. Equipment</b>	
Equipment	-
<b>IV. Materials and Supplies</b>	
Materials and Supplies	-
<b>V. Contractual Services</b>	
Subcontract/Contract - Per Agreement	<ul style="list-style-type: none"> <li>- Task 1.1 Construction consist of installing two siphons which will be completed by a competitively bid TBD construction firm.</li> </ul>
Subgrant - Per Agreement	<ul style="list-style-type: none"> <li>-</li> </ul>
<b>VI. Other Direct Costs</b>	



Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)  
Organization: Jefferson County, Texas

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## Other Direct Costs

### VII. Indirect Costs

#### Indirect Costs

### VII. Other

#### Other



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Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)  
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Version 1.1



# NFWF

EasyGrantsID: 54100

National Fish and Wildlife Foundation – TX Gulf Environmental Benefit Fund 2016, Full Proposal

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)

Organization: Jefferson County, Texas

## Matching Contributions

<b>Matching Contribution Amount:</b>	\$1,200,000.00
<b>Type:</b>	Cash
<b>Status:</b>	Pledged
<b>Source:</b>	Jefferson County Texas
<b>Source Type:</b>	Non-Federal
<b>Description:</b>	Jefferson County Texas has pledged to provide additional funding up to \$1,200,000
<b>Total Amount of Matching Contributions</b>	<b>\$1,200,000.00</b>



EasyGrantsID: 54100

National Fish and Wildlife Foundation – TX Gulf Environmental Benefit Fund 2016, Full Proposal

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)

Organization: Jefferson County, Texas

Show Map Below



# NFWF

EasyGrantsID: 54100

National Fish and Wildlife Foundation – TX Gulf Environmental Benefit Fund 2016, Full Proposal

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)

Organization: Jefferson County, Texas

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Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap



# NFWF

EasyGrantsID: 54100

National Fish and Wildlife Foundation – TX Gulf Environmental Benefit Fund 2016, Full Proposal

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)

Organization: Jefferson County, Texas

The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

Upload Type	File Name	Uploaded By	Uploaded Date
GEBF-Proj Overview-Nat Resource Ben Narrative	NFWF-Project+Overview+and+Natural+Resource+Benefits+Narrative+Template_GEBF_2016.docx	Swain, Patrick	06/13/2016
GEBF-Scope-Mgt Plan-Schedule Narrative	NFWF-Scope+of+Work+Management+Plan+and+Schedule+Narrative+Template_GEBF_2016-revision 3.docx	Swain, Patrick	03/29/2017
GEBF Applicant Controls Questionnaire	NFWF-Applicant+Controls+Questionnaire_GEBF_2016.docx	Swain, Patrick	06/02/2016
Project Map	NFWF-GEBF Grant Location Image.jpg	Swain, Patrick	06/01/2016
Engineered Plans	Oilcut Salt Bayou Plans 2016.08.17.pdf	Swain, Patrick	09/09/2016
Photos - Jpeg	USFWS Sonde Locations (with title).jpg	Swain, Patrick	06/10/2016
Photos - Jpeg	water_sampling_stations_pre-siphon (with title).jpg	Swain, Patrick	06/10/2016
Photos - Jpeg	McFaddin Salinity Points (with title).jpg	Swain, Patrick	06/10/2016
Certificate of Good Standing	NFWF-Certificate of Good Standing.pdf	Swain, Patrick	06/03/2016
Certificate of Insurance	COI-Jefferson County.pdf	Swain, Patrick	09/09/2016
Board of Trustees, Directors, or equivalent	NFWF-Board of Directors.docx	Swain, Patrick	06/02/2016
Statement of Litigation	NFWF-Statement of Litigation.doc	Swain, Patrick	06/02/2016
Conflict of Interest Disclosure	NFWF-Conflict of Interest.pdf	Swain, Patrick	06/02/2016



# NFWF

EasyGrantsID: 54100

National Fish and Wildlife Foundation – TX Gulf Environmental Benefit Fund 2016, Full Proposal

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)

Organization: Jefferson County, Texas

Other Documents	Organizational Chart-JC Engineering.pdf	Swain, Patrick	06/10/2016
Other Documents	Jefferson County-Org Chart.pdf	Swain, Patrick	06/10/2016
Other Documents	Blind Lake Water Management Agreement.pdf	Swain, Patrick	09/09/2016
Other Documents	NFWF-Lamar University Support.pdf	Swain, Patrick	06/03/2016
Other Documents	Oil Cut Specs 1 of 2.pdf	Swain, Patrick	09/09/2016
Other Documents	Oil Cut Specs 2 of 2.pdf	Swain, Patrick	09/09/2016
Other Documents	Hydrologic Restoration of Sal Bayou Watershed-Contact Information.docx	Swain, Patrick	09/09/2016
Other Documents	Similar Projects for Boring.docx	Swain, Patrick	09/09/2016
Other Documents	Siphon Structures Estimate,Oilcut Ditch and Salt Bayou.pdf	Swain, Patrick	03/09/2017

The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.



## Project Overview and Natural Resource Benefits Narrative

**Instructions:** Save this document on your computer and complete the narrative by entering text into the fillable form boxes provided. in the format provided. The final narrative should not exceed twenty-five (25) pages; do not delete or otherwise manipulate the instructional text below. Once complete, upload this document into the on-line application as instructed. Note: Text in each text box can be formatted as needed and jpegs (maps, photos, etc.) can be copied into the text box; however, the maximum file size allowed per upload is 15MB. When possible, larger graphics, including but not limited to, photos, organizational charts, work plan diagrams, and Gantt charts, can each be uploaded and appropriately labeled in the "Uploads" section as an appendix to the Proposal Narrative.

### **Project Background:**

1. Description of the project area, including natural resource types and acreage, and watershed or ecoregion that is the focus of the project within which the project area is found, as appropriate.

*The Salt Bayou Watershed in Jefferson County, Texas contains the largest contiguous estuarine marsh complex in Texas. This watershed is located within the Chenier Plain and includes freshwater to estuarine marsh, coastal prairie grasslands, tidal flats, creeks and basins and associated aquatic vegetation. This diversity of communities creates an extremely productive complex for an array of fish and wildlife resources. Much of the Salt Bayou Watershed is protected as public lands within the McFaddin National Wildlife Refuge (57,000 acres), J.D. Murphree Wildlife Management Area (25,000 acres), and Sea Rim State Park (3,000 acres). The area in question is an extremely important finfish, shrimp, crab and waterfall nursery habitat which, due to lessened freshwater inflows and increased salinity levels is rapidly experiencing vegetative destruction. Over 95% of the Gulf of Mexico fish species depend on these tidal habitats for survival. Continued destruction of the marsh system will eventually result in the GIWW becoming susceptible to the wave action of the Gulf of Mexico and would seriously interfere with maritime commerce. Also, in a normal rainfall year the Sabine Nueces Waterway adjacent to this marsh is responsible for almost two-thirds of freshwater inflows from the State of Texas into the Gulf of Mexico.*

2. Discussion of the natural resource trends (change in extent and/or quality) and direct causes of loss or decline in the project area. What ecological problems have been identified in the vicinity of the project area that the project seeks to address?

*The marsh system historically consisted of freshwater and intermediate marshes that transitioned into brackish marshes near the confluence of Taylor Bayou and Sabine Lake. The creation of numerous channels in this area for navigation, especially the Gulf Intracoastal Waterway (GIWW), has altered the hydrology within the marsh by blocking overland freshwater flows from the north to the marshes south of*

*the GIWW and increasing salt water inflows from the shipping channel and Sabine Lake. These changes allow salt water to enter into areas of the marsh which rarely experienced any tidal influx before channelization occurred. Extended exposure to saltwater kills salt intolerant plants across large areas of the marsh, and because of the highly erodible organic soils, the areas where these plants once grew converts to less productive open water. Installation of the siphons will provide a more consistent inflow of fresh water to the southern marshes. A more consistent inflow will start to reverse these trends by creating a more stable salinity gradient across the marsh which will reduce stress to the intermediate and brackish wetland plant communities, and provide benefit to estuarine organisms which require lower salinity during some parts of their life cycle. Submerged aquatic plants are expected to benefit from the stabilized salinity, and by a more stabilized tidal cycle from a related project completed at the Keith Lake Fish Pass. Freshwater inflows are also expected to bring additional nutrients and sediments to the marshes south of the GIWW that will benefit the plant community and contribute to soil accretion.*

3. Is the project identified within a natural resource management or restoration plan(s) or does it otherwise advance specific objectives of such plan(s)? If so, how was this project prioritized for funding consideration?

*Project is a continuation of the Salt Bayou Watershed Restoration Plan. Several restoration efforts identified in the Salt Bayou Restoration Plan have been initiated or completed. A beach ridge restoration effort is currently 90 % complete. The purpose of this project is to prevent frequent inundation of gulf waters into the broader Salt Bayou watershed system by tides. The ridge is set at an elevation that prevents all but the highest spring high tides and storm surges from entering the marshes. The cross section Keith Lake Fish Pass has been reduced to near the original dimensions using a rock baffle. This project will help decrease salinities by reducing the volume of salt water entering the marshes through the fish pass on a daily basis as well as help slow the rate of tidal exchange to reduce spikes and troughs in water levels during extreme tides. Texas Parks and Wildlife Department had undertaken the beneficial use of dredge material restore elevation to eroding marshes in the J.D. Murphree Wildlife Management Area. Beneficial use projects have counteracted the loss of soil elevation in the location at which they occurred and brought the wetland plant community back into the tidal range within which they can thrive.*

**Project Description:** Information in this section should be presented consistent with the GEBF Funding Priorities on the [NFWF Website](#).

1. What are the goals(s) and quantifiable natural resource objectives of the proposed project?

*This project will provide the construction of two siphons which will be used to reconnect lost hydrologic flows within the Salt Bayou Watershed. The hydrologic reconnection of freshwater flows will help flush salt water out of the system, thereby maintaining the marsh habitat, which prevents erosion and conversion of marsh to open water. Installation of the siphons will release freshwater overflows north of the GIWW increasing freshwater flows into habitats south of the GIWW. All of the benefits provided by reestablishing the freshwater flows will result in maintaining the habitat available for fish and wildlife resources as well as improve resilience of the Chenier Plain marshes.*

2. Describe the strategy that will be used to address identified problems and meet the goals and objectives of the project.

*This hydrologic restoration project will provide important ecological benefits by helping to slow or stop marsh/land loss in the Salt Bayou Watershed, thereby maintaining important habitat necessary to help maintain populations of fish and wildlife. This extensive marsh system also helps to decrease impacts from storm surge. The Salt Bayou system is recognized in the North American Waterfowl Management Plan (2004) as an important waterfowl habitat. The area supports hundreds of thousands of individuals of most avian species within the Central Flyway during winter months. It also provides year-round habitat for mottled ducks, rails, bitterns, stilts, and many other marsh birds.*

*Due to the importance of the resilience and productivity of the Salt Bayou Watershed, Ducks Unlimited, Jefferson County, National Oceanic and Atmospheric Administration, the Texas General Land Office, Texas Parks and Wildlife Department, Texas Water Development Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service formed a Salt Bayou Marsh Workgroup to discuss ecological problems and potential restoration techniques in the region. As a result of the formation of this workgroup, several solutions to ecological problems in the region have been evaluated through a series of models to better inform management decisions, including: reduction of the Keith Lake Fish Pass, installation of inverted siphons under the GIWW in various locations, and beach nourishment along the southwest end of the watershed. This group recently updated the Salt Bayou Watershed Restoration Plan ([http://tpwd.texas.gov/publications/pwdpubs/media/salt\\_bayou\\_plan.pdf](http://tpwd.texas.gov/publications/pwdpubs/media/salt_bayou_plan.pdf)). In addition, this group's interaction and collaboration with local officials has led Jefferson County Commissioners to adopt the Plan as their official restoration plan for the coastal marshes.*

3. Describe how the project will directly remedy harm to, or reduce risk of future harm to, natural resources of a type and in the vicinity of those impacted by the Deepwater Horizon disaster.

*This project proposes an engineering solution to restore freshwater inflows and ameliorate destruction of marsh habitat in the Salt Bayou watershed. The Salt Bayou Watershed in Jefferson County, Texas contains the largest contiguous estuarine marsh complex in Texas. This watershed is located within the Chenier Plain and includes freshwater to estuarine marsh, coastal prairie grasslands, tidal flats, creeks and basins and associated aquatic vegetation. Wetland complexes across the Gulf coast were impacted as a result of the Deepwater Horizon oil spill. Wetland habitats in the Salt Bayou Watershed provide foraging and nesting habitats for numerous species of birds along one of the most important migratory flyways in the world. Coastal marshes also provide essential nursery habitat for ecologically, commercially, and recreationally important species of fish and invertebrates. Proposed improvements to hydrologic flows in the Salt Bayou Watershed will help compensate for the impacts to wetland resources and their services provided.*

4. What are the project's expected short-term net benefits to Gulf Coast natural resources and long-term measurable outcomes? This should be expressed in the narrative consistently with the project metrics identified in the Metrics section of the Full Proposal and the monitoring plan descriptions in the Scope of Work, Management Plan, and Schedule upload of the Full Proposal.

*The marsh system historically contained a continuum of freshwater and intermediate marshes that transitioned into brackish marshes in the lower areas near the confluence of Taylor Bayou and Sabine Lake. The creation of numerous channels in this area for navigation, especially the Gulf Intracoastal Waterway (GIWW), has cut off overland freshwater flows that drained from the northern to the southern portion of the watershed. Additionally, the current hydrology provides a large conduit for saltwater to travel to portions of the system which rarely experienced any tidal influx. Extended exposure to saltwater killed many salt intolerant plants, which were replaced by more salt tolerant plants in some areas and open water in others. Installation of siphons bring freshwater to the system will start to reverse these trends. The benefits of this freshwater inflow will help slow or stop marsh/land loss in the Salt Bayou Watershed, thereby maintaining important habitat necessary to help maintain populations of fish and wildlife. Also an extensive marsh system helps to decrease impacts from storm surge.*

5. If this project is a continuation or expansion of an existing project, describe the status and results/outcomes achieved to date.

*Project is a continuation of the Salt Bayou Restoration Plan. Several restoration efforts identified in the Salt Bayou Restoration Plan have been initiated: the beach ridge restoration is currently 90 % complete and will provide a barrier to potential storm surge entering the marsh system; the baffle at the Keith Lake Fish Pass was completed May 2016 and is anticipated to start reducing tidal flow into the marsh area thereby decreasing salinity levels; dredge material has been used restore elevation to eroding marshes in the J.D. Murphree Wildlife Management Area, in order to provide more vegetative habitat.*

6. If the proposal does not include all work required to fully implement the project (e.g. the proposed project is an early phase of a project such as engineering and design), please indicate how the remaining components of the projects will be implemented.

*The proposal includes all work to fully implement the project.*



**NFWF**

## **Detailed Scope of Work, Management Plan, and Schedule Narrative**

**Instructions:** Save this document on your computer and complete the narrative by entering text into the fillable form boxes provided. in the format provided. The final narrative should not exceed twenty-five (25) pages; do not delete or otherwise manipulate the instructional text below. Once complete, upload this document into the on-line application as instructed. Note: Text in each text box can be formatted as needed and jpegs (maps, photos, etc.) can be copied into the text box; however, the maximum file size allowed per upload is 15MB. When possible, larger graphics, including but not limited to, photos, organizational charts, work plan diagrams, and Gantt charts, can each be uploaded and appropriately labeled in the “Uploads” section as an appendix to the Proposal Narrative.

### **Scope of Work:**

The Scope of Work must be structured and substantiated through the framework of distinct project tasks (each, a “Task”). Each Task in the Scope of Work should be comprised of no more than a few activities or work packages that are meaningfully related or that, as a whole, will result in one or more common output(s) and/or deliverable(s). Each activity or work package within a Task should be identified as a Sub-task when possible. An Applicant should only propose a Task if it intends to seek GEBF funding for that Task.

All Tasks should correspond and be named and numbered consistently and identically throughout the scope of work, budget, schedule, and uploads within the Full Proposal.

Tasks should encompass a set of deliverables, the work needed to complete the task, and when the task will be completed. For example, a Task structure for a fisheries project might be formulated as follows:

*Task 1: Full Proposal Development Work*

*Task 2: Reef Habitat Mapping*

*Task 3: Reef Fish Vertical Line Sampling*

*Task 4: Fish Age & Growth Assessment*

*Task 5: Fish Reproduction Assessment*

*Task 6: Trophic Ecology Assessment*

*Task 7: Water Quality Assessment*

*Task 8: Recreational Fishery Data Collection*

*Task 9: Project Management and Coordination*

The Scope of Work must be organized and described to a level of detail such that the Applicant will be able to directly connect work descriptions in its reimbursement requests to its Scope of Work. Task descriptions should include quantifications as much as possible and avoid open-ended characterizations such as "Perform Analysis" or "Do Research," focusing instead on describing specific work in relation to desired output(s) and/or deliverables(s).

For each Task, please address the following:

1. To the extent that formal planning or budgeting documents for the Task have been prepared, please briefly describe and upload such documents. If further planning and development work is required to finalize the work plan for the Task, please describe the planning and development work that needs to be performed and when that work is expected to be complete. Highlight Sub-recipient work packages that won't be fully defined until the project is underway. (Note, during the life of a project, NFWF must approve work packages before Sub-recipient services are solicited.) .
2. Detail and thoroughly describe the work comprising the Task (organized by Sub-task when possible).
3. Identify the project team members (Applicant, Sub-recipient, and partnering/ cooperating entity personnel) responsible for the performance of the work comprising the Task. Specifically identify the team member who will be responsible for controlling the Task's scope and budget and initiating the process of notifying NFWF about anticipated changes to the Task's scope, budget or schedule.
4. Briefly describe the expected output(s) and deliverable(s) of the Task and how each one supports the goal(s) of the overall project. NOTE: Copies of all deliverables associated with a certain Task must be submitted to NFWF when the Recipient submits quarterly progress reports. NFWF may also reach out to request specific information at any time.
5. Please describe in detail how NFWF will be included in appropriate review and decision milestones associated with the Task.

#### *Task 1 – Construction of Salt Bayou Watershed Siphons*

*Subtask 1.1 – Construction of Siphons Construction will be provided by selected construction firm. Selected firm will construct two siphons. Don Rao, Steve Stafford along with a selected engineering firm will provide construction oversight. Deliverables anticipated are two functioning siphons to provide freshwater to south of GIWW. Pre-construction deliverables will be the final bid package (including final design plans and specs), the bid tabulation, and the final contractors winning bid. Post-construction deliverables will be provided consisting of final as-built construction drawings and/or post construction survey.*

#### **Management Plan**

##### **Applicant Team:**

1. Provide a summary of your organization's experience with completing similar projects. If available, please include a brief fact sheet or final product from a similar project completed by your organization.

*Jefferson County, Texas, has completed one major component of the Salt Bayou Watershed Restoration Plan. Construction of the Keith Lake Fish Pass Baffle was completed in March, 2015 after several years of planning and hydrologic modeling. The applicant has completed construction of a 14.5 mile long berm along the shore of the Gulf of Mexico to replace the beach dune and ridge system lost during Hurricanes Rita and Ike. The berm will be complemented with a restored sand beach and dune system at the shoreline with the Gulf of Mexico. The applicant has completed engineering, located a source of beach quality sand, and has begun the permit application process for the beach restoration.*

2. Provide a list of key project staff at your organization that will be performing project work and include a description of each member's expertise, prior experience in completing similar work; and role(s) and responsibilities for this project.

*Don Rao- Jefferson County Director of Engineering-50 year's civil engineering experience. Don will provide oversight of contracted engineering firm.*

*Steve Stafford – Jefferson County Assistant Director of Engineering-30 Year's Civil Engineering experience. Steve will assist Don in the oversight of the contracted engineering firm.*

*Don Rao and Steve Stafford have provided project oversight for County drainage improvements utilizing 465 linear feet of 36" directional bore siphoning. Cost of this project was \$1,118,296 and was completed February 22, 2011. Also 1,300 linear feet of rock breakwater was completed in 2013 at a cost of \$1,764,315 for the Sabine Naches Ship Channel.*

*See Upload "Similar Projects for Boring" for prior project experience.*

#### **Sub-Recipient Team(s):**

1. To the extent that Sub-recipient(s) have been identified for the performance of certain portions of the Scope of Work, for each known Sub-recipient provide the organization's name; briefly describe the project work it will perform and its experience with completing similar work; provide a list, if known, of Sub-recipient staff that will be performing the work, describing for each member her/his expertise, prior experience in completing similar work, and role(s) and responsibilities for this project; and, briefly describe the status of securing the Sub-recipient, identifying key steps in the procurement process and estimating when the draft work package will be sent to NFWF for review and the time required after NFWF's review to initiate and complete the procurement the Sub-recipient. Also note potential risks to the project if delays or breakdowns in the procurement process are encountered.

N/A

2. To the extent that Sub-recipient(s) have yet to be identified for the performance of certain portions of the Scope of Work, for each work package briefly describe how a Sub-recipient will be sourced and procured, identifying key steps in the procurement process and estimating when the work package will be sent to NFWF for review and the time required after NFWF's review to initiate and complete the procurement of a Sub-recipient for the work package. Please note any potential risks to the project if delays or breakdowns in the procurement process are encountered.

*Construction firm will be selected based on Federal State and Local Purchasing statutes. Bid package (uploaded) is anticipated to be advertised two months after notification of Grant award. Approximately two months is needed to procure a construction firm. No procurement delays are anticipated. However, if there is a delay, the only known risk to the project would be associated with work during hurricane season, which can be managed.*

**Organizational Chart:**

1. Include in this upload, or in a separate upload, an organizational chart for the overall project that identifies key project team members responsible for completing the Scope of Work, including Sub-recipients and illustrates the lines of authority.

*See Separate Uploads*

**Partnerships:**

1. In addition to Sub-recipients that will be part of the Overall Project Team, please identify the other cooperating partners and describe their connection(s) to the project. If known, for each partner or cooperating entity list key project staff that will be performing project work, describing for each member her/his expertise, prior experience in completing similar work, and role(s) and responsibilities for this project.

*Ducks Unlimited, National Oceanic and Atmospheric Administration, the Texas General Land Office, Texas Parks and Wildlife Department, Texas Water Development Board, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service and Lamar University.*

2. To the extent that there is, or will be, work performed by a partner that is directly related to this project, but not funded through NFWF, please describe how that work, or the availability of funding for such work, has the potential impact the Scope of Work, Schedule or Budget described herein.

*The USFWS and Texas Parks and Wildlife Department conduct routine monitoring on their respective holdings as part of their wildlife habitat management activities. These agencies will continue to conduct monitoring into the future and will make these data available to all interested parties to evaluate the*

*effect of the project. The applicant is working with these and other agencies to develop a comprehensive monitoring plan that addresses in more detail the effects of the entire Salt Bayou Watershed Restoration Plan. Jefferson County Drainage District 6 maintains a set of water monitoring sondes throughout the watershed as part of their flood control and abatement activities. Data collected by these sondes are publically available through the District's website or by request to partner agencies. These activities are on-going and are not tied directly to the funding of the project as proposed, but will enhance the ability to monitor and adaptively manage the project through time.*

3. Identify all other external sources of funding that will be applied to activities directly connected with the work for which GEBF funding is requested. This includes Matching Contributions identified in the Full Proposal. For each source of external funding, describe the specific work to which that source of funding will be applied.

*Jefferson County will provide project design and engineering, bidding of construction contract and construction management. The County has secured additional funding up to \$1,200,000, if construction cost exceed the NFWF grant amount of \$4,275,000.*

**Risks, Assumptions and Sustainability:**

1. If applicable, please describe existing and planned activities (e.g., other conservation work, development activities, etc.) in the vicinity that may interact (positively or negatively) with this proposed project. Please describe any planned actions (internal or external to the project) that will help to either enhance or reduce these interactions in order to optimize and sustain to the project's success.

*The entire Salt Bayou Watershed Restoration Plan, including siphons, Keith Lake Fish Pass Baffle, beach restoration, berm and beneficial use of dredge material provides and engineering solution to restoring hydrology to more historic conditions. The Keith Lake Fish Pass Baffle was designed based on hydrological modeling which predicted salinity could be reduced and made less variable in the Salt Bayou watershed. The beach restoration and berm construction will reduce the frequency of salt water inflow directly from the Gulf of Mexico by returning a dune and ridge feature that served this function prior to being eroded from frequent storms. Beneficial use of dredge material will restore lost elevation to emergent marsh habitat and allow wetlands plants to be firmly rooted against storm surge as well as help to reduce the amount of salt water entering into the marsh. The proposed project will complement the restoration action of reducing salt water inflows into the Salt Bayou watershed by providing a more consistent source of freshwater inflow. This will establish a salinity gradient within the marshes and help to retard the inflow of salt water through the Keith Lake Fish Pass.*

2. Discuss major uncertainties in project planning or design, and implications for achieving the stated outputs and conservation outcomes.

*Uncertainties associated with the project may include those associated with remote directional drilling being able to place the siphons in the correct spot. The borings will occur well below the surface, reducing the risk of frac-out. Modern directional drilling techniques for pipes of the size proposed for*

*this project are highly accurate and are done on a routine basis across the country. No major issues with directional drilling are expected. The diameter of the siphons was tested to determine the possibility of debris or sedimentation clogging the pipes. With the measured head found north of the Gulf Intracoastal Waterway, velocity of water moving through each pipe should be enough to prevent these issues. The structure is designed in a manner that will allow each pipe to be closed by stop logs so that the water available can be sent through fewer pipes, thereby increasing velocity in times of low head and maintaining the ability to flush each pipe.*

3. Discuss major project risks that may affect the project's effectiveness or sustainability (e.g., important underlying assumptions that would cause the project to be ineffective if the assumption proves to be incorrect, potential impacts on adjacent areas, threats due to changing conditions over time such as sea level rise, etc.). The Scope of Work should include measures to mitigate these identified risks, as appropriate.

*The County does not anticipate any risk associated with funding the construction and has secured \$1,200,000 for potential cost exceeding the \$4,275,000 NFWF grant. The County will work through the budget process to ensure the project is completed should there be additional funding needed.*

4. Discuss how the project is or will be designed to ensure the sustainability of the intended conservation outcomes (refer to the measurable outcomes entered in the Metrics section of your Full Proposal).
1. *The watershed north of the Gulf Intracoastal Waterway receives runoff from the surrounding uplands of Jefferson and eastern Chambers counties, and as these areas continue to urbanize will receive increasing volumes of runoff at a faster rate. Installation of siphons is anticipated to provide freshwater to the affected 18,000 acres of wetlands indefinitely. If the project is successful in restoring salinities to more historic levels, the project should support the relatively high accretion rates noted in the SLAMM model analysis of Southern Jefferson County, Texas (Warren Pinnacle Consulting, Inc., March 28, 2011) and offset most if not all effects of the lower levels of modeled sea level rise. Combined with other aspects of the Salt Bayou Watershed Restoration Plan, including beneficial use of dredge material, the project is expected to maintain accretion at a rate to meet relative sea level rise. Sea level rise and other natural events that may occur and change the design conditions will also affect the operation of the siphons and/or cause the siphons to fail altogether. If or when permanent seal level rise occurs, the Chenier will be lost and also the need for siphons.*

#### **Long-Term Management:**

Please describe the actions required to adequately manage, operate, and maintain the project over its anticipated project lifespan. If funds are being requested from the GEBF to implement these activities, please include this request as a separate task in the detailed Scope of Work and budget. If external sources of funding will be used, please include a description of the funding source in the narrative, identify the source in the “Matching Contributions” section online, and upload a letter of commitment in the “Uploads” section from the appropriate entity assuring that these funds will be made available.

As appropriate and given the nature of the project (e.g., projects requiring regular maintenance), an Applicant may be expected to prepare an operations and maintenance plan to describe the activities that will be necessary to ensure sustainability of the project’s conservation objectives. In such cases, the operations and maintenance plan should be prepared during the appropriate planning or engineering and design phase of the project. GEBF Funds may be requested to develop and implement this plan. If an operations and maintenance plan has already been prepared, please submit the completed plan as an upload as part of the Full Proposal.

*Texas Parks and Wildlife Department will use the “Salt Bayou Siphon” to move excess freshwater from the marshes within the J. D. Murphree Wildlife Management Area as part of the habitat management program. Stop logs at the siphon structure will be set to raise or lower water elevations to that desired within the system based on habitat management objectives for each season of the year. Flow through each pipe will be monitored, and flushing of individual pipes will be conducted as part of the regular maintenance and operation of the structure. This action will benefit the freshwater marshes on the north, as well as the estuarine marshes on the south of the Gulf Intracoastal Waterway. The “Salt Bayou Siphon” project is designed to be low maintenance, and we do not anticipate the need for extensive maintenance and repair. Minor repairs and maintenance will be incorporated into the activities of the J. D. Murphree Wildlife Management Area.*

*Jefferson County Drainage District 6, USFWS, and owners of private lands that will be influenced by the project have entered into a water level management agreement (upload “Blind Lake Water Management Agreement”) that sets target elevation within the marshes north of the GIWW which will provide the freshwater inflows into the Salt Bayou system. This agreement sets seasonal water levels to mimic the historic natural drawdown-flooding cycles that occurred prior to the GIWW. The agreement allows for review and revision of seasonal water levels by the parties for adaptive management of these marshes through use of the “Oil Cut Siphon”. This action will benefit the freshwater marshes on the north, as well as the estuarine marshes on the south of the Gulf Intracoastal Waterway. The “Oil Cut Siphon” project is designed to be low maintenance, and we do not anticipate the need for extensive maintenance and repairs. USFWS will operate the structure and provide long term maintenance.*

#### **Project Monitoring and Adaptive Management:**

Provide a detailed description of plans to monitor and adaptively manage the proposed work, as appropriate.

Projects are required to complete adequate pre- and post-project monitoring in order to:

- assess if the project has achieved, or is on track to achieve, the specific goals and objectives outlined in the project description (above);
- to understand why the project has, or has not, performed as anticipated;
- to inform adaptive management of the proposed project;
- and to improve the effectiveness and efficiency of implementation of future projects.

When developing and implementing the Adaptive Management and Monitoring Plans, Applicants should utilize standard monitoring protocols adopted by Gulf resource agencies and leverage ongoing monitoring efforts to facilitate cross-program assessment of project performance within Gulf ecosystem recovery efforts (i.e., NRDA and RESTORE programs). It is expected that such plans be prepared during the appropriate planning or engineering & design phase of the project. If a detailed monitoring and adaptive management plan has already been prepared, please submit the completed plan as part of the full proposal process. The costs associated with the development and implementation of the monitoring and adaptive management plan may be included in this request and should be included as a separate task in the detailed budget, as appropriate.

*Texas Parks and Wildlife Department has been monitoring salinity within the Salt Bayou Unit of J. D. Murphree Wildlife Management Area since October 28, 1991. The monitoring occurs twice a month, usually the closest working day to the first and fifteenth of each month, weather permitting. Monitoring occurs as a collection of set stations (see attached map) using a hand-held YSI salinity meter. Other data recorded is tide (incoming or outgoing), recent precipitation (in inches), wind speed and direction, cloud cover, and air temperature on the day salinity readings were taken. The data set has few gaps and can be censored to any desired period prior to completion of the siphons and capture salinity from wet, average, and dry years. Texas Parks and Wildlife Department will continue to conduct salinity samplings at these locations into the future, with no set termination date. The Salt Bayou working group will have full access to these data to conduct Phase I of a long-term monitoring plan. Phase I refers to compiling existing data from several sources and utilizing existing monitoring programs to establish pre-project conditions. Phase I will also include determining where to place data sondes within the Salt Bayou System for long-term monitoring of water quality data based on where similar instruments were placed in past studies that have occurred in the system, and where benefits to the system from the project are expected to be detectable across the system. Upon completion of Phase I, a report outlining pre-project conditions will be delivered to project partners and NFWF. The monitoring plan will eventually include automated data collection using sondes placed in locations previously used for pre-siphon modeling as well as new locations within the anticipated area of influence of the siphons.*

*Jefferson County Drainage District 6 maintains a set of five water monitoring devices that monitor salinity, water temperature and pH within the Salt Bayou Watershed that potentially will be influenced by freshwater inflows from the siphons. These data sets go back to around 2007 (as determined by a data request on the website [www.dd6.org](http://www.dd6.org)), and can be mined to gain additional data in areas not covered by Texas Parks and Wildlife Department monitoring stations within the same time periods. The Drainage District will maintain these monitoring station in perpetuity as part of their drainage and flood control activities.*

*Texas Water Development Board (TWDB) conducted a study from December 2005 to April 2007 to determine the efficacy of moving excess freshwater from north of the Gulf Intracoastal Waterway south in the Salt Bayou area. This study used 7 monitoring sondes placed by TWDB plus others from Drainage District 6 and USGS, to obtain data for hydrologic modeling. This data set is available upon request and can be included in the pre-siphon evaluation.*

*U.S. Fish and Wildlife Service has been monitoring salinity within the Wild Cow Bayou Unit of McFaddin National Wildlife Refuge since 1997. Monitoring occurs at established locations (see attached map McFaddin Salinity Points) using a hand-held YSI salinity meter at least twice monthly with a target of weekly sampling. The data set has few gaps and can be utilized in the same manner as TPWD data. U.S. Fish and Wildlife Service will continue to conduct salinity samplings at these locations into the future, with no set termination date as it is used to determine weekly management of water control structures. The USFWS has plans to install YSI data sondes on several locations (see attached map USFWS Sonde Location) indicated on the map to upgrade monitoring information available for refuge management and restoration planning purposes before August 2016. The Salt Bayou working group will have full access to these data to conduct Phase I of a long-term monitoring plan. A third map included (McFaddin\_Siphon\_Area\_Influence) has the predicted spheres of influence of fresh water indicated for the McFaddin Siphon.*

*The monitoring plan will eventually include automated data collection using sondes placed in locations previously used for pre-siphon modeling as well as new locations within the anticipated area of influence of the siphons.*

*Continuous monitoring will be provided by Texas Parks and Wildlife, US Fish and Wildlife and Lamar University.*

*The applicant and partner agencies of the Salt Bayou Watershed Restoration Plan are working with faculty at local and regional universities to secure grant funding to set up and conduct research and monitoring for Phase II of the monitoring plan. The focus is on grants that can provide multiple years of funding. Some of the costs will be absorbed into the normal habitat monitoring and management activities of TPWD and USFWS for specific data sondes and existing habitat monitoring programs. The complete list of parameters that will be monitored in Phase II is not settled, but will include at a minimum water quality and chemistry data (salinity, pH, temperature, possibly some nutrient data), conversion of marsh to open water (through GIS analysis of aerial photography), plant community parameters (species composition, species richness and diversity, above ground biomass production); and potentially organic matter accretion in soils.*

*Parameters to be monitored include:*

*Salinity within the lakes and marshes south of the Gulf Intracoastal Waterway will be monitored at a series of set locations within the marsh using a hand held device. The number of locations totals 40 across McFaddin National Wildlife Refuge and J. D. Murphree Wildlife Management area. In addition, up to 12 automated sondes will be placed within the watershed. These sondes may include probes for measuring other water quality parameters needed for academic research as funding and research projects are undertaken.*

*Species composition, species richness, cover, and standing crop biomass will be estimated using quarter-meter quadrats randomly placed throughout the watershed on a seasonal (winter, spring, summer, autumn) basis.*

*Measurement of soil parameters is dependent upon the availability of academic research institutions to fund and conduct research. Soil parameters that are planned include soil bulk density, soil redox potential, soil sulfide, soil nutrient, soil organic matter, and soil extractable nitrogen either on a quarterly or annual basis. The number of samples taken during each period would be dependent upon the specific hypotheses being tested, the variation in these parameters across the watershed, and available funding.*

**Schedule:**

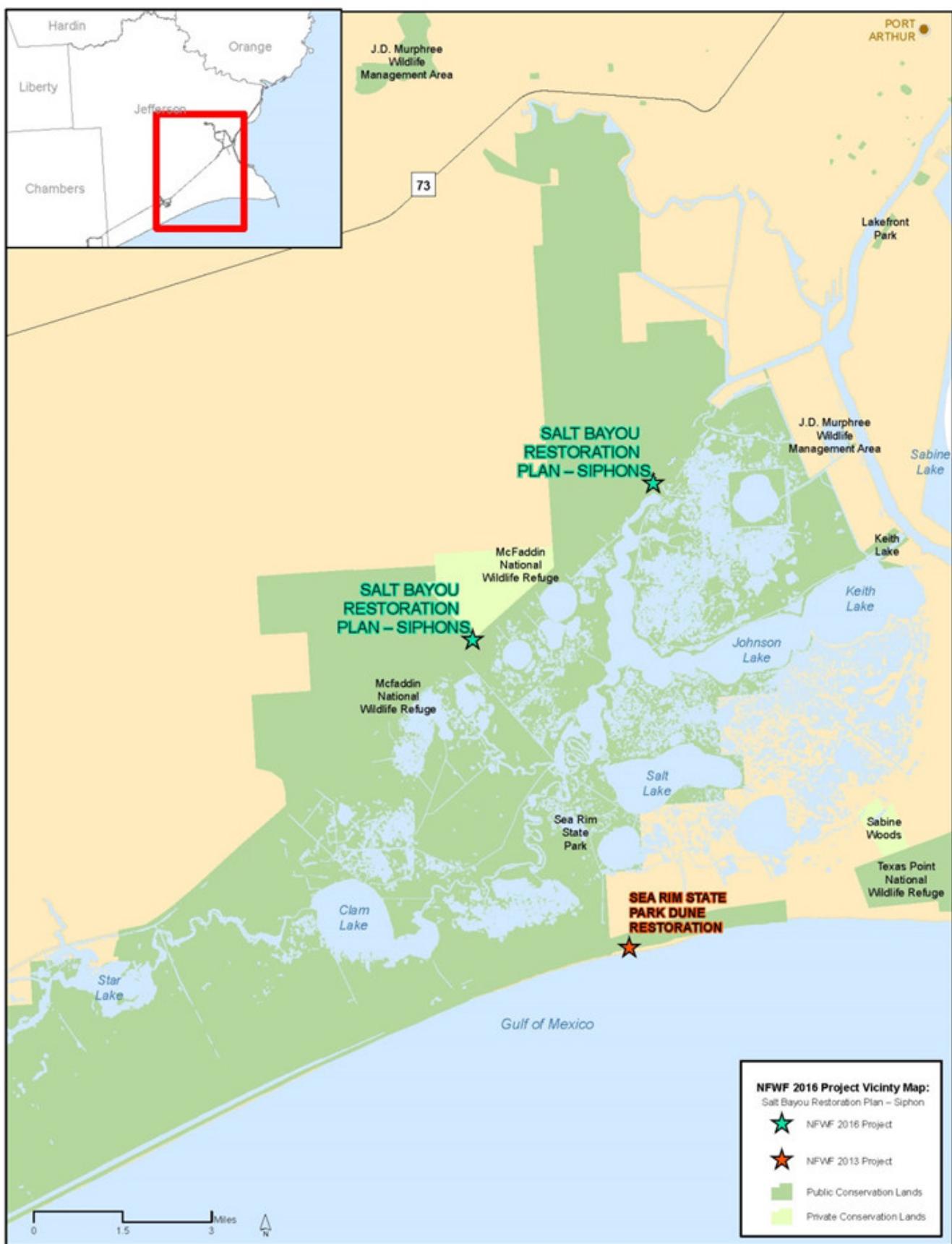
Please provide a project schedule that details the timeline and planned completion date for each Task in the Scope of Work. Task time periods must be presented on at least a month and year basis. i.e each Task should include a start and end month. Please ensure that all task names and numbers are presented consistently and identically to the Scope of Work. The completion date for the overall project (exclusive of monitoring and operations and maintenance requirements) must occur within two to three (2-3) years from the beginning of the project period unless otherwise approved by NFWF. If the Schedule is uploaded as a separate document please indicate in the space below.

NFWF prefers that a Gantt chart be uploaded to serve as the Schedule. If a Gantt chart is uploaded, please ensure that all task names and numbers are consistent with the Scope of Work.

Hydrologic Restoration of the Salt Bayou Watershed  
Assumes Grant Funding Approved March 31, 2017

Task	Description	Responsible Party	Status	Year-->	2016			2017			2018			2019															
				Month-->	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
1.1	Construction of Siphons	TBD Construction Firm	Pending Project Start																										

		Construction of Siphons will be provided by selected construction firm (see Task 1.1). Selected firm will construct two siphons. Deliverables anticipated are two functioning siphons to provide freshwater to south of GIWW. Pre-construction deliverables will be the final bid package (including final design plans and specs), the bid tabulation, and the final contractors winning bid. Post-construction deliverables will be provided consisting of final as-built construction drawings and/or post construction survey.
1.1	Construction of Siphons	



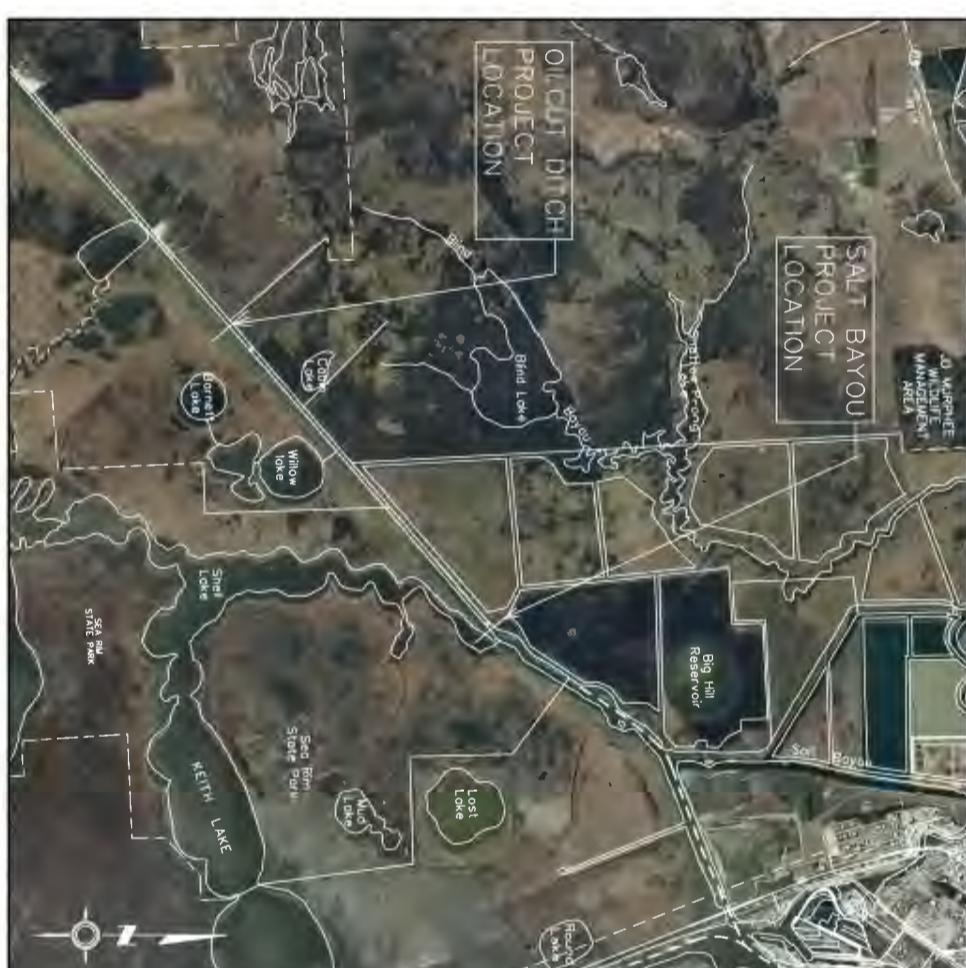
# JEFFERSON COUNTY, TEXAS

SIPHON CONTROL STRUCTURES  
AT  
OILCUT DITCH & SALT BAYOU  
GULF INTRACOASTAL WATERWAY

# CONSTRUCTION PLANS

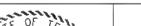
# SIPHON CONTROL STRUCTURES

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SHEET NO.		DESCRIPTION
1		TITLE SHEET
2		SUMMARY SHEET
3		GENERAL NOTES
4		PROJECT LAYOUT
5-6		OILCUT DITCH PLAN & PROFILE
7-10		OILCUT DITCH SIPHON DETAILS
11		SALT BAYOU PLAN & PROFILE
12-15		SALT BAYOU SIPHON DETAILS
16		LEVEE DETAIL
17		FLAP GATE DETAIL
18		WALE DETAIL



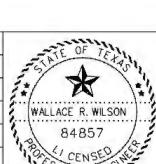
				<b>TITLE SHEET</b> <i>Wallace R. Wilson, P.E.</i>	<b>LJA Engineering, Inc.</b> Public Infrastructure 905 Orleans Street Beaumont, Texas 77701  <b>CLIENT</b> <b>JEFFERSON COUNTY</b>	<b>PROJECT LOCATION</b> <b>GIWW SIPHON</b>			
NO. DATE	REVISION	APPROV.				CITY	COUNTY	STATE	
TEXAS REGISTERED ENGINEERING FIRM E-1386			BEAUMONT	JEFFERSON	TEXAS	<b>SITE ADDRESS:</b> INTRACOASTAL WATERWAY			
			08/17/16	DATE		CN	PN	DRAWING	SHEET
						079	1012		01

### OILCUT DITCH

ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY
100	001	PREPARING ROW (DITCH)	AC	3.00
110	001	EXCAVATION (DITCH)	CY	13,573.00
164	001	SEEDING FOR EROSION CONTROL (DITCH)	SY	6,221.00
400	001	EXCAVATION FOR SIPHON STRUCTURE	CY	81.00
400	002	EXCAVATION FOR ARTICULATED CONCRETE MAT	CY	1,211.00
400	003	CEMENT STABILIZED BACKFILL	CY	77.00
403	001	TEMPORARY SPECIAL SHORING	SF	2,016.00
500	001	MOBILIZATION	LS	1.00
618	002	HIGH DENSITY POLYETHYLENE PIPE (36" HDPE)(HDD METHOD)	LF	3,200.00
2000	001	FILTER FABRIC	SF	6,016.00
8000	001	DEWATERING	LS	1.00
9000	001	ARTICULATED CONCRETE MATS (6")	SY	668.00
9010	001	VINYL SHEET PILE (SG-425)	SF	900.00
9010	002	VINYL SHEET PILE (SG-825) WITH WALE SYSTEM	SF	1,750.00
9020	001	SIPHON STRUCTURE (HEIGHT=9.0')/W STUB-OUT	EA	4.00
9020	002	SIPHON STRUCTURE (HEIGHT=5.0')/W STUB-OUT & FLAP GATE	EA	4.00
9020	002	SIPHON STRUCTURE (HEIGHT=5.0')/W STUB-OUT & FLAP GATE	EA	4.00
9020	003	SIPHON STRUCTURE (HEIGHT=6.0')/W STUB-OUT & FLAP GATE	EA	2.00
9030	001	BREAKWATER (INSTALL)	CY	408.00
9030	002	BREAKWATER (REMOVE)	CY	110.00

### SALT BAYOU

ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY
100	001	PREPARING ROW (DITCH)	AC	0.10
110	001	EXCAVATION (DITCH)	CY	475.00
132	001	EMBANKMENT (TY D)	CY	789.00
164	001	SEEDING FOR EROSION CONTROL (DITCH)	SY	83.00
400	001	EXCAVATION FOR SIPHON STRUCTURE	CY	76.00
400	002	EXCAVATION FOR ARTICULATED CONCRETE MAT	CY	1,297.00
400	003	CEMENT STABILIZED BACKFILL	CY	238.00
403	001	TEMPORARY SPECIAL SHORING	SF	2,120.00
500	001	MOBILIZATION	LS	1.00
618	001	HIGH DENSITY POLYETHYLENE PIPE (36" HDPE)	LF	32.00
618	002	HIGH DENSITY POLYETHYLENE PIPE (36" HDPE)(HDD METHOD)	LF	3,320.00
9000	001	ARTICULATED CONCRETE MATS (6")	SF	12,404.00
9010	001	VINYL SHEET PILE (SG-425)	LS	1.00
9010	002	VINYL SHEET PILE (SG-825) WITH WALE SYSTEM	SF	1,378.00
9020	001	SIPHON STRUCTURE (HEIGHT=9.0')/W STUB-OUT	SF	1,320.00
9020	002	SIPHON STRUCTURE (HEIGHT=9.0')/W STUB-OUT	SF	1,750.00
9020	002	SIPHON STRUCTURE (HEIGHT=5.0')/W STUB-OUT & FLAP GATE	EA	4.00
9020	003	SIPHON STRUCTURE (HEIGHT=6.0')/W STUB-OUT & FLAP GATE	EA	2.00
9030	001	BREAKWATER (INSTALL)	CY	408.00
9030	002	BREAKWATER (REMOVE)	CY	110.00



### SUMMARY SHEET

*Wallace R. Wilson, P.E.*

WALLACE R. WILSON, P.E. #84857

**JJA Engineering, Inc.**

Public Infrastructure  
905 Orleans Street  
Beaumont, Texas 77701

CLIENT  
JEFFERSON COUNTY

**II**  
Phone 409.813.1862  
Fax 409.813.1916  
FRN - F-1386

PROJECT LOCATION

GIWW SIPHON

CITY COUNTY STATE

BEAUMONT JEFFERSON TEXAS

SITE ADDRESS: INTRACOASTAL WATERWAY

CN PN DRAWING SHEET

079 1012 02

### General Notes

The Contractor shall have full responsibility for testing all materials incorporated in the project at his sole expense.

Contractor shall assume ownership for all designated construction waste material and dispose of it at a place off of Jefferson County property as approved by the Engineer.

Contractor shall procure all the necessary city and/or county permits and licenses.

The responsibility for the construction surveying on this contract will be the Contractor's responsibility. No additional compensation will be paid the Contractor for surveying on this project.

Working days will be charged Sunday through Saturday, including Holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

All items not specifically covered in these General Notes and Specifications shall be governed by the TxDOT Standard Specifications Manual, 2014 Edition.

### Item 100 Preparing Right of Way

Prepare the right of way and designated easements for construction operations by removing and disposing of all vegetation and organic material or anything that would hinder the construction of this Project. All materials removed shall not be reused in the embankment or any part of the construction of this project.

### Item 110 Excavation

Excavate areas as shown on plans or as directed by the Engineer to the lines, grades, and typical sections on the plans. All excavation, except grass and other organic matter to be disposed of shall be used as fill on this project.

### Item 132 Embankment

Compaction shall be "Ordinary" compaction and maximum lift thickness shall be 8" loose.

### Item 164 Seeding for Erosion Control

Provide and install a mixture of 2500 pounds per acre of cellulose fiber mulch, 3 pounds of pure live Bermuda grass seed per acre, fertilizer at a rate of 100 pounds of Nitrogen per acre and enough water to make the mixture sprayable to the areas to be seeded. Fertilizer shall be subsidiary to this item.

### Item 400 Excavation and Backfill for Structures

Cement stabilized backfill shall be cohesionless sand with 3 sacks of cement / C.Y. based on dry weight of sand.

### Item 403 Temporary Special Shoring

Furnish and place temporary shoring for excavations deeper than 5 foot. Provide vertical or sloped cuts, benches, shields, support systems, that provide the necessary protection in accordance with OSHA Standards and Interpretations, 29 CFR 1926, Subpart P, "Excavations".

### Item 618 Conduit

Conduit pipe shall be high density polyethylene (HDPE) and have a minimum pressure rating of 100 psi. HDPE installed by the Horizontal Directional Drilling (HDD) method shall have a 12° entry and exit angle and 720' radius on curve.

### Item 2000 Filter Fabric

Furnish and install filter fabric in areas shown on the plans and according to the manufacturer's recommendations. Filter fabric shall conform to DMS-6200, "Filter Fabric", Type 2.

### Item 8000 Dewatering

Contractor shall submit a dewatering plan to the Engineer prior to the beginning of construction.

### Item 9000 Articulated Concrete Mats

Articulated concrete mats shall consist of open-cell blocks. Weight of blocks shall be 40 to 50 pounds per square foot with a nominal thickness of 6 inches. Articulated concrete mat shall be ArmorFlex Class 50-S or an approved equivalent. Articulated mats shall be butted up against the ends of the structures leaving no gap for erosion to occur.

### Item 9010 Vinyl Sheet Pile

Vinyl Sheet Pile constructed with 9 foot structures shall have an allowable moment capacity greater than 7,000 foot pounds per foot. Sheet pile shall be ShoreGuard SG-825 or an approved equivalent. Vinyl Sheet Pile constructed with 5 foot structures shall have an allowable moment capacity greater than 2,700 foot pounds per foot. Sheet pile shall be ShoreGuard SG-425 or an approved equivalent.

Wale System shall be installed on Vinyl Sheet Pile SG-825. 4"x6" timber wales shall be constructed where indicated on plans. Installation and materials needed for installation, including timber wales, tie back rods, hardware and anchor blocks, shall be subsidiary to Item 9010 with no extra compensation.

### Item 9020 Siphon Structure (Installed)

Siphon Structures shall be built and installed according to plan details. Any variation from the plan drawings must have prior approval from the Engineer. Siphon Structures have front side tabs that the vinyl sheet pile shall be attached to with  $\frac{3}{4}$ " stainless steel bolts, UV resistant polymer washers (both sides) and nuts at a spacing of 1 (one) foot apart. The rear side tabs shall be attached to 6" x 6" treated timbers that are driven a minimum of 4 feet into the ground at each tab location. The rear tabs shall have the same size bolts and bolting pattern as the vinyl sheet piling. Bolt configuration shall be submitted to the Engineer prior to drilling of holes. Note that bolt configuration will vary depending on sheet pile size and location of sheet pile relative to Siphon Structure.

Rolled aluminum stub out pipes and flanges, bottoms of Aluminum Outfall structures, and any metallic portion of the complete drainage structure that contacts cement stabilized backfill shall be bitumen coated on the outside for greater corrosion resistance. The 9020 Siphon Structure and no additional compensation will be due the Contractor for the cost of these items.

Siphon Structures have a 6 foot long rolled aluminum plate stub-out in the rear with 36" flange. The 36" plate shall be aluminum and be welded, if necessary, to be placed at full length and avoid joints or connections. This rolled plate and flange shall be considered part of the overall siphon structure and will be subsidiary to Item 9020 with no extra compensation.

Aluminum alloy anodes (N-1A) shall be attached to the aluminum structures with stainless steel bolts and UV resistant polymer washers, (each side) as per Engineer's directions to act as sacrificial anodes for the structures. These anodes shall also be subsidiary to Item 9020 Siphon Structure and no additional compensation will be due the Contractor for the cost or installation of these items.

Minimum weight of aluminum alloy anodes on each box structure shall be 6 lbs. Minimum weight on each flap gate shall be 3.5 lbs.

Material Properties of Structures shall be:

- Aluminum Plate = 5086 Alloy
- Aluminum Angle = 6061-T6 Alloy
- Grating shall be 1" x 3/16" Aluminum Serrated Bar Grating

The Contractor shall verify all dimensions before fabrication.

### Item 9030 Breakwater

Breakwaters shall have a side slope of 2.5:1. The crown shall have the width of 3 feet. Rock will be 18" graded rock placed to ensure no large outcroppings occur. The top elevation of the breakwater shall be +4.0 NAVD.

Gradation shall be

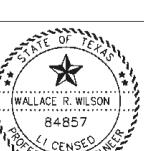
Weight, #	% Lighter
400-160	100
160-80	50
80-30	15

Breakwater removal shall be complete and no rocks left at the removal location. The breakwater material removed is to be relocated and reused as part of the proposed breakwater quantity.

### GENERAL NOTES

Wallace R. Wilson, P.E.

WALLACE R. WILSON, P.E. #84857



LJA Engineering, Inc.

Public Infrastructure  
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Beaumont, Texas 77701

Phone 409.813.1862  
Fax 409.813.1916  
FRN - F-1386

CLIENT JEFFERSON COUNTY

DATE 08/17/16



GIWW

SIPHON

CITY BEAUMONT

STATE JEFFERSON

TEXAS

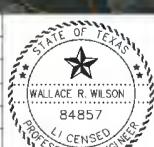
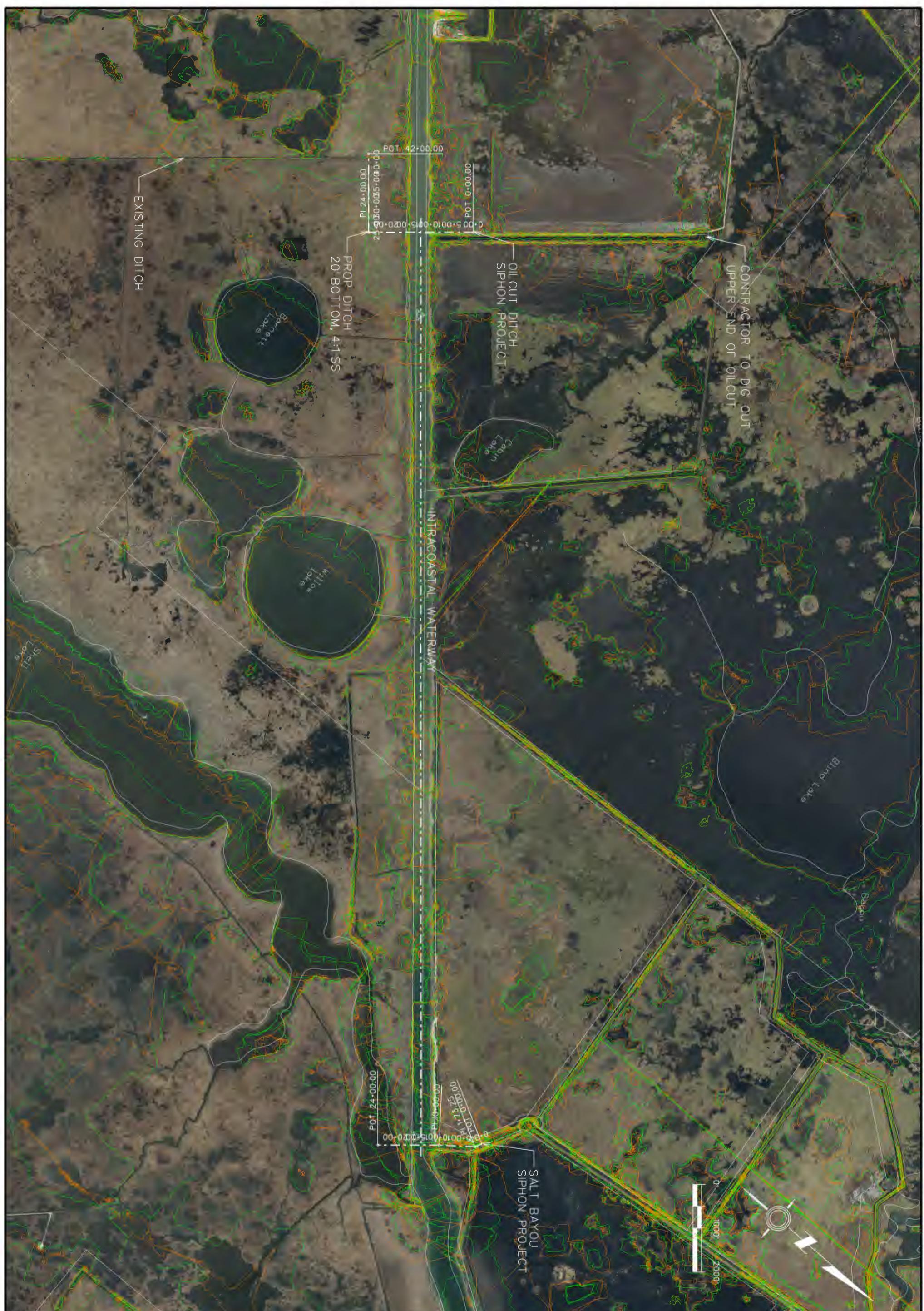
SITE ADDRESS: INTRACOASTAL WATERWAY

CN 079

PN 1012

DRAWING 122

SHEET 03



### PROJECT LAYOUT

Wallace R. Wilson, P.E.

NO. DATE REVISION APPROV.  
TEXAS REGISTERED ENGINEERING FIRM F-1386

WALLACE R. WILSON, P.E. #84857

**LJA Engineering, Inc.**  
Public Infrastructure  
905 Orleans Street  
Beaumont, Texas 77701

Phone 409.813.1862  
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FRN-F-1386

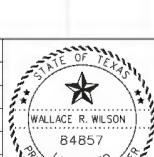
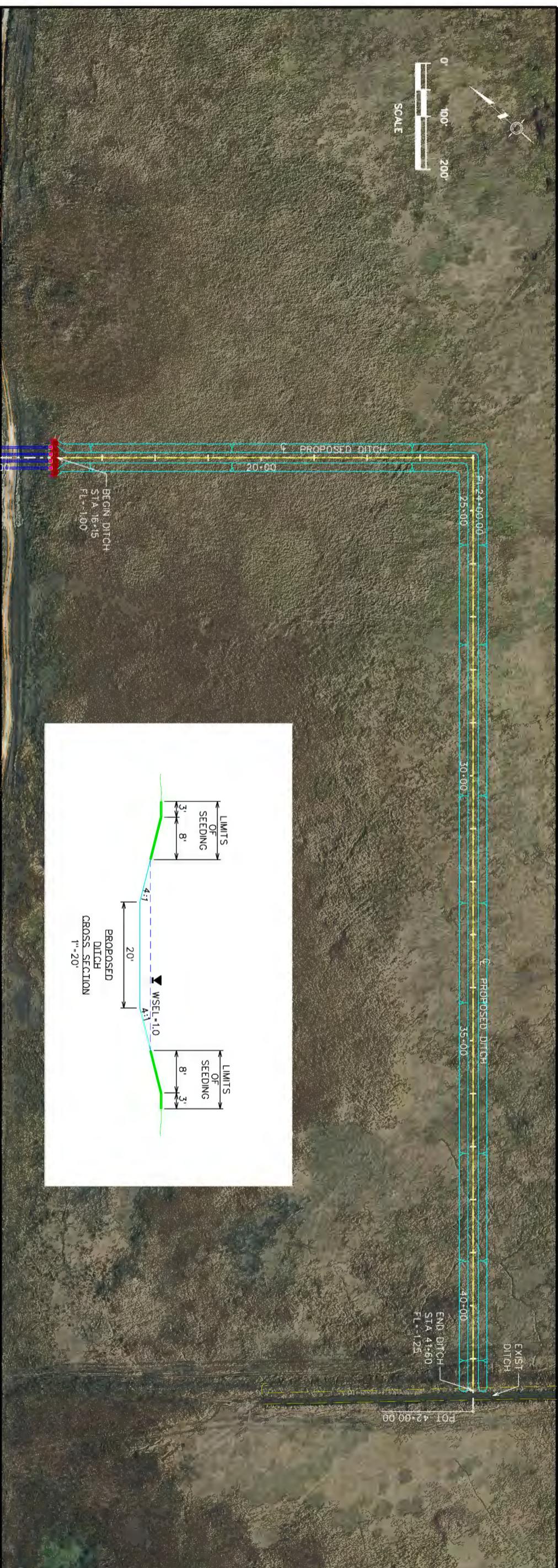
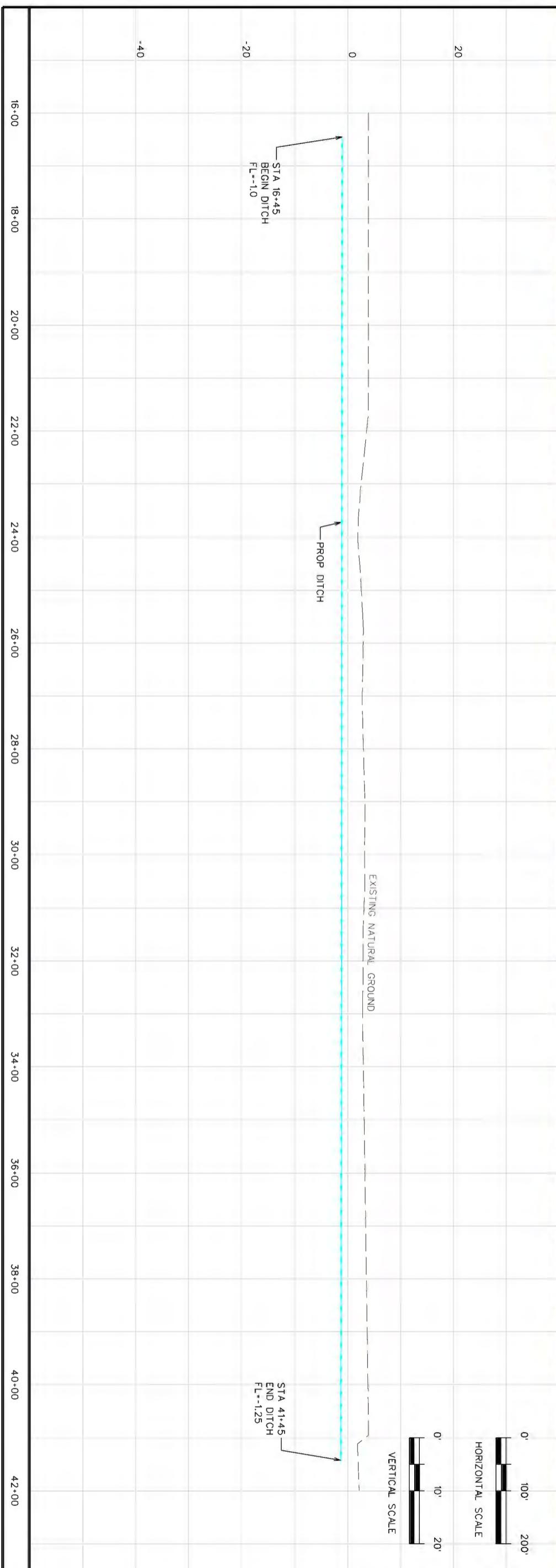
CLIENT  
JEFFERSON COUNTY

PROJECT LOCATION  
GIWW SIPHON

CITY COUNTY STATE  
BEAUMONT JEFFERSON TEXAS

SITE ADDRESS: INTRACOASTAL WATERWAY  
CN PN DRAWING SHEET  
079 1012 D4





## OILCUT DITCH PLAN & PROFILE

## PLAN & PRO

Wallace R. Webber P.E.

LIA Engineering, Inc.

**LJA Engineering,  
Public Infrastructure  
905 Orleans Street  
Beaumont, Texas 77701**

Phone 409.813.1862  
Fax 409.813.1916  
ERN - E-1386

Beaumont, Texas 77701

1960-1961

### PROJECT LOCATIONS

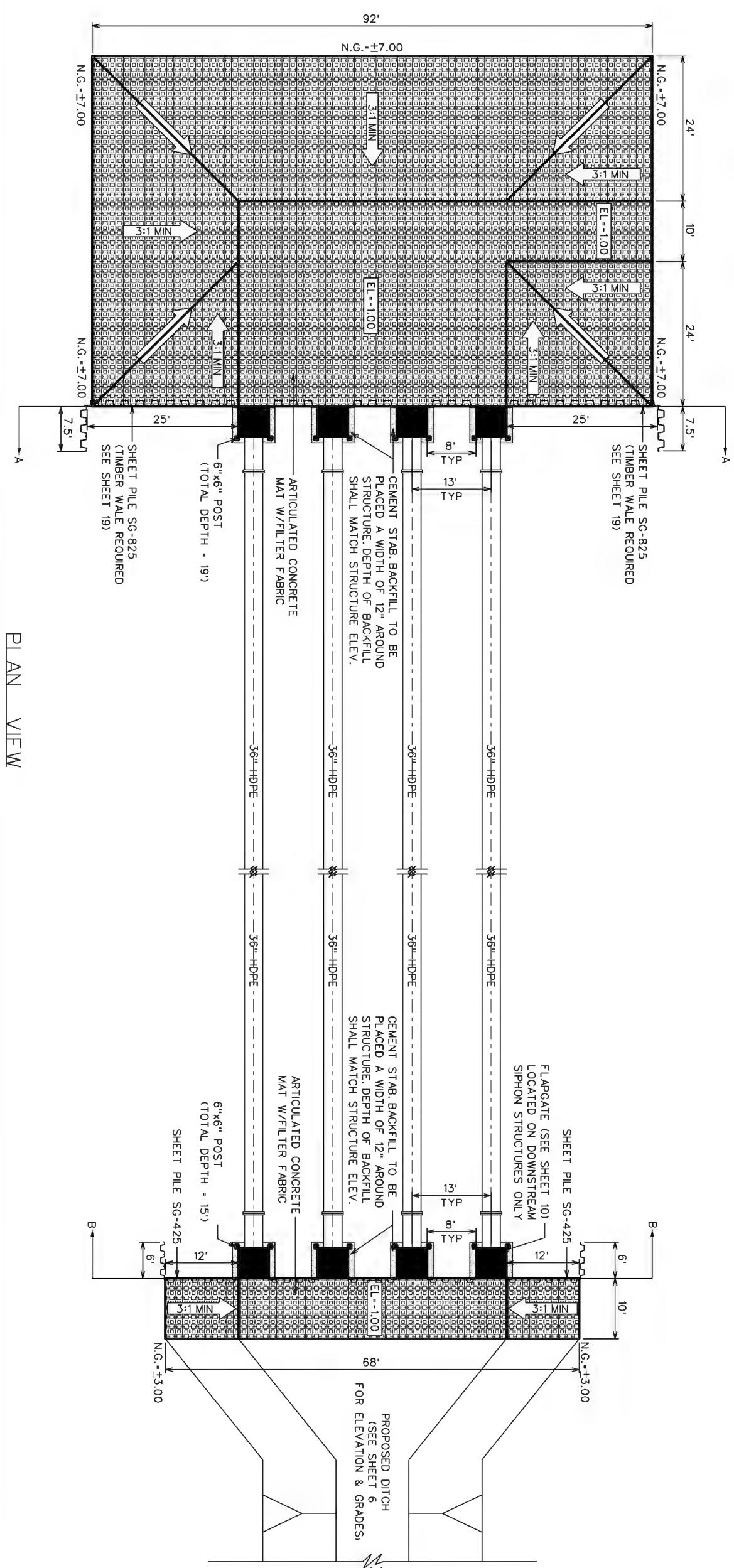
GIWW SIPHON  
COUNTY

	COUNTY	STATE
T	JEFFERSON	TEXAS

S: INTRACOASTAL WATERWAY

PN DRAWING SHEET

NO.	DATE	REVISION	APPROV.
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### OILCUT DITCH SIPHON DETAIL 1

Wallace R. Wilson, P.E.

WALLACE R. WILSON, P.E. #84857

JJA Engineering, Inc.

Public Infrastructure  
805 Orleans Street  
Beaumont, Texas 77701

Phone 409.813.1862  
Fax 409.813.1916  
FRN-F-1386

CLIENT JEFFERSON COUNTY

PROJECT LOCATION

GIWW SIPHON

CITY BEAUMONT

COUNTY JEFFERSON

STATE TEXAS

SITE ADDRESS: INTRACOASTAL WATERWAY  
CN 079 PN 1012 DRAWING 07 SHEET 26

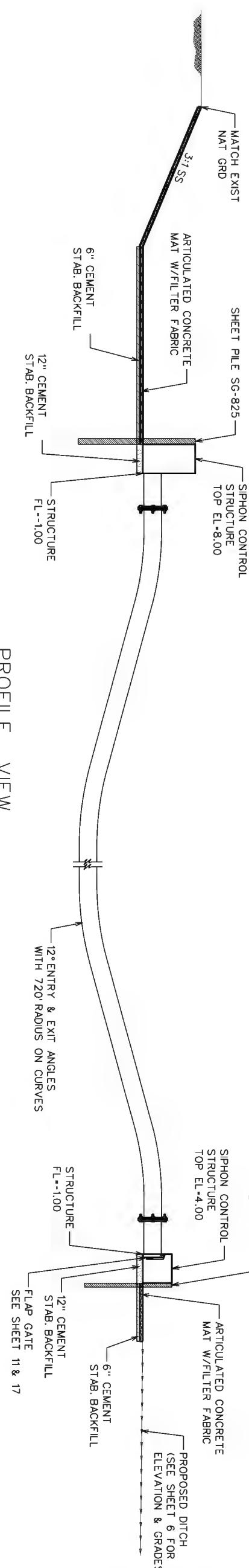
08/17/16

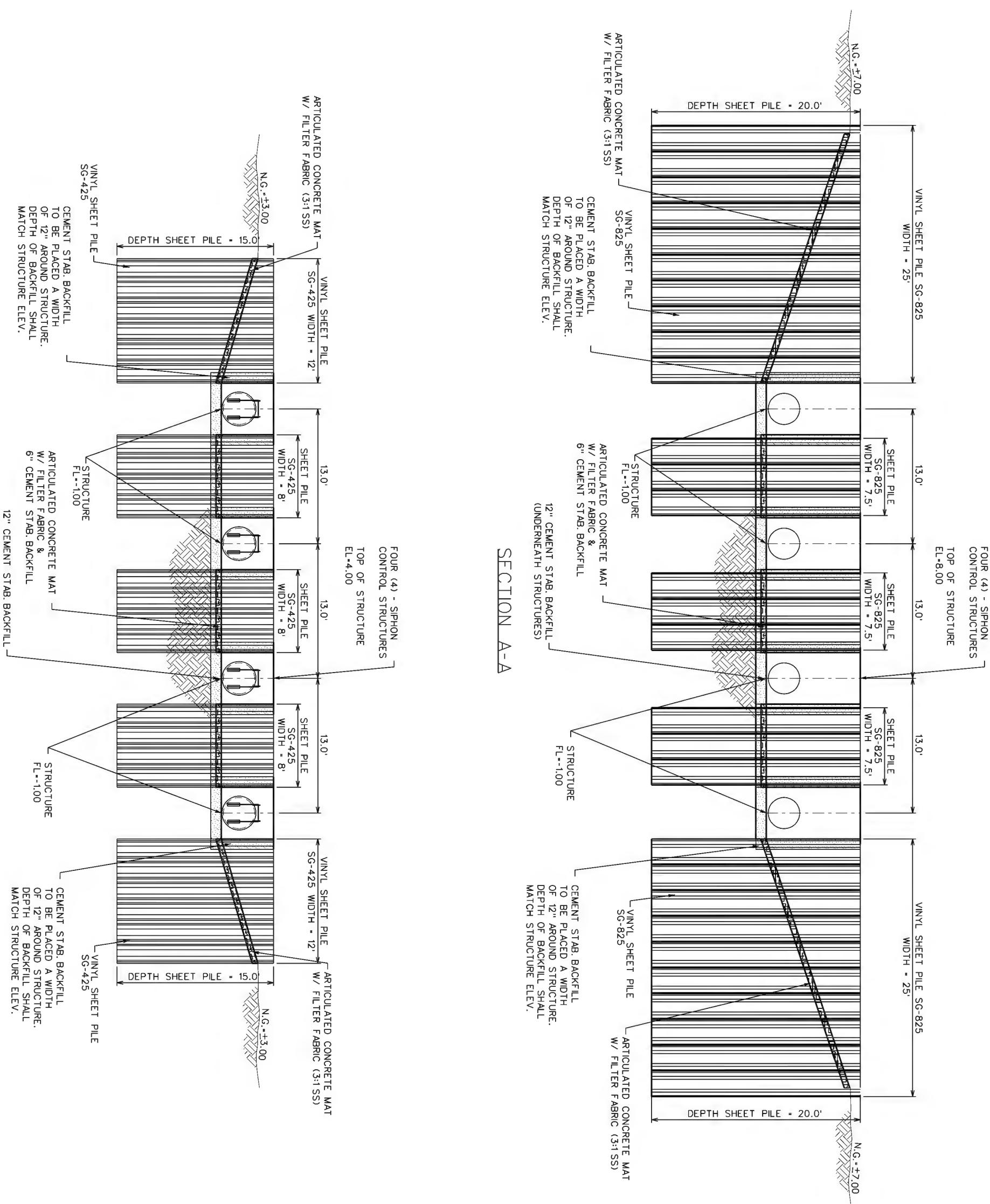
DATE

NO. DATE REVISION APPROV.

TEXAS REGISTERED ENGINEERING FIRM F-1386

NOTE: PROFILE NOT TO SCALE  
SEE SHEET 5 FOR DETAILS ON PIPE ANGLES AND BENDS



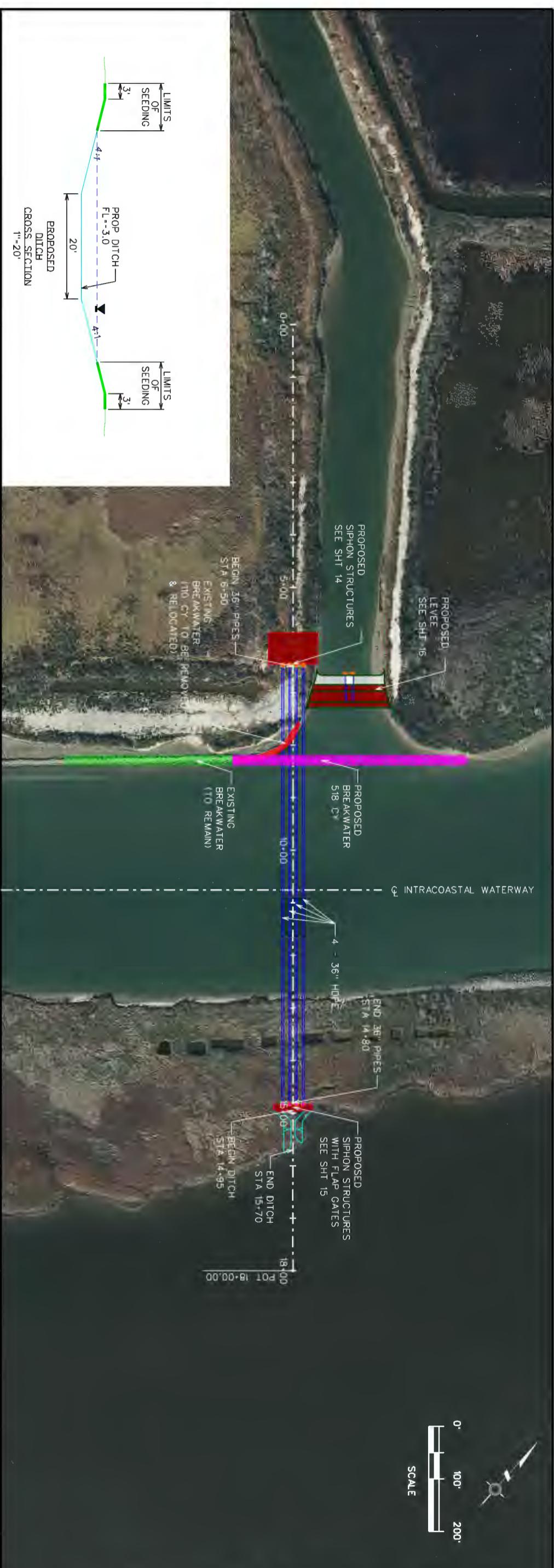
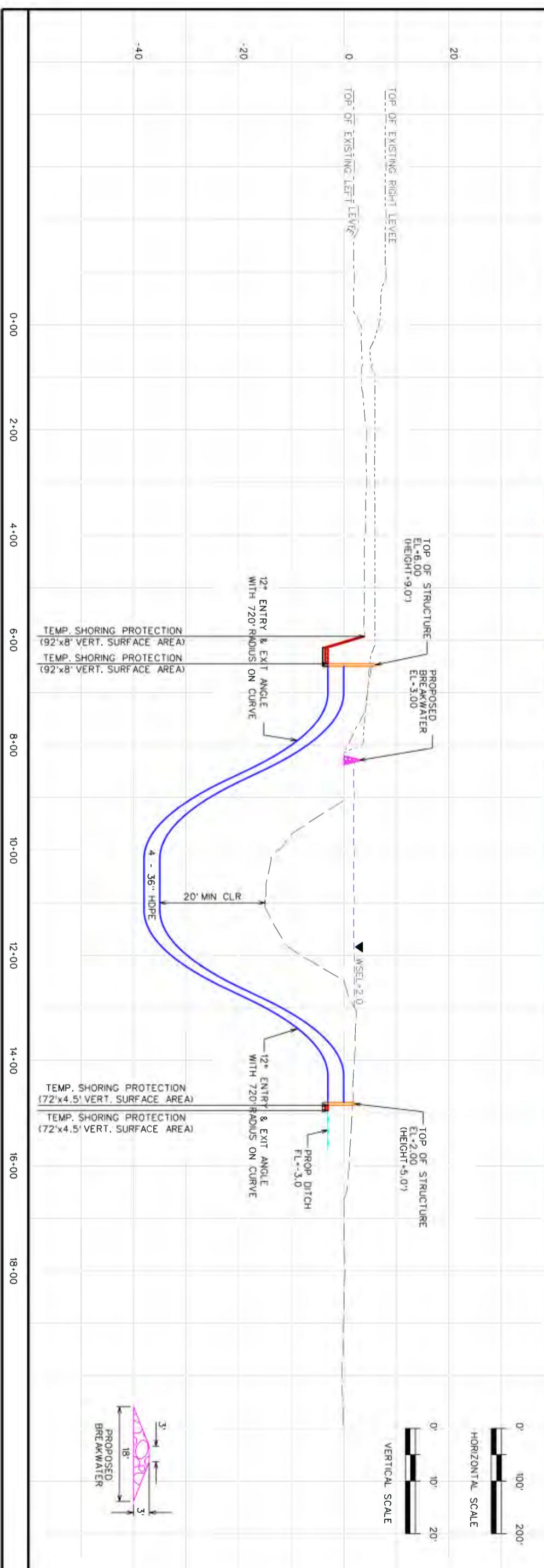


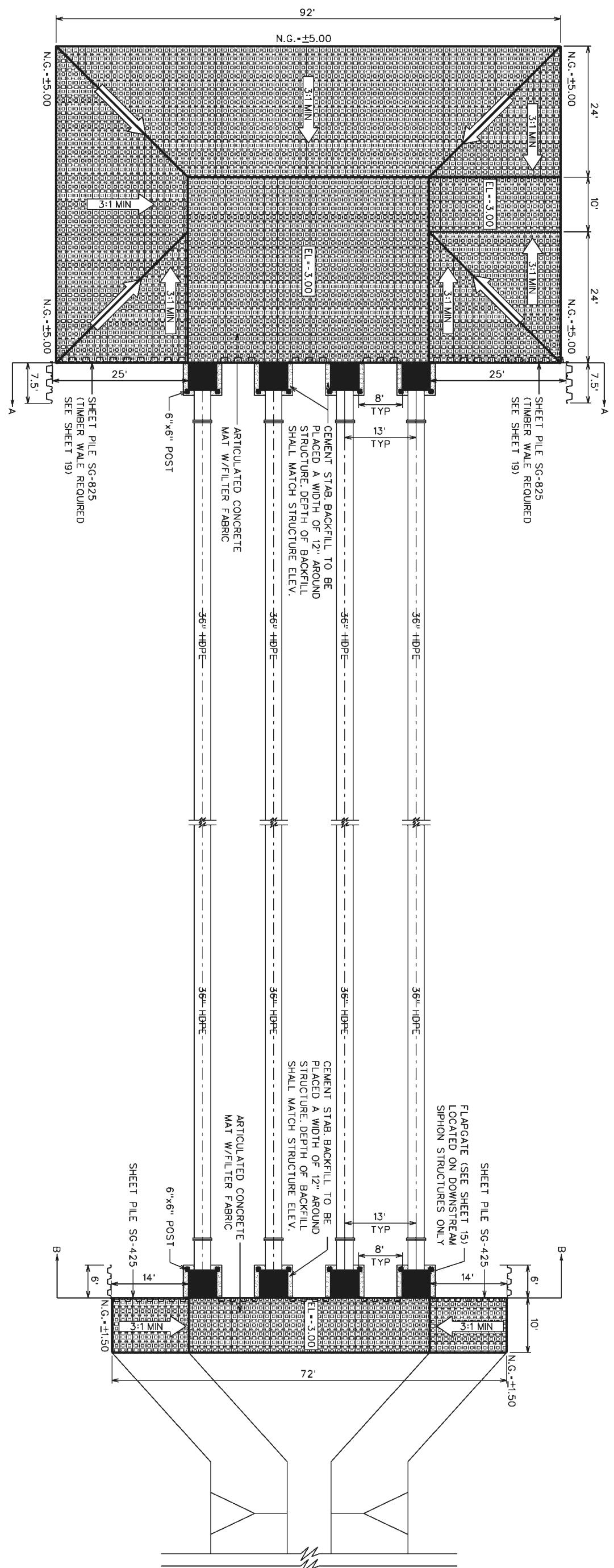
SECTION A-A

		 <b>OILCUT DITCH</b> <b>SIPHON DETAIL 2</b>	<b>LJA Engineering, Inc.</b>  Public Infrastructure Phone 409.813.1862 905 Orleans Street Fax 409.813.1916 Beaumont, Texas 77701 FRN - F-1386		<b>PROJECT LOCATION</b> GIWW SIPHON CITY COUNTY STATE BEAUMONT JEFFERSON TEXAS <b>SITE ADDRESS:</b> INTRACOASTAL WATERWAY CN PN DRAWING SHEET N		
REVISION	APPROV.		<i>Wallace R. Wilson P.E.</i> <span style="float: right;">08/17/16</span>	<b>CLIENT</b> JEFFERSON COUNTY			









SALT BAYOU  
BLON DETAIL 1

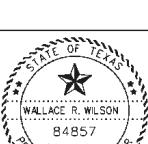
OPTION B

**LJA Engineering, Inc.**  
Public Infrastructure  
205 Odessa Street

905 Orleans Street  
Beaumont, Texas 77701

---

**CLIENT**



Mark R. Webber P.E.

08/17/16

CLIENT

#### PROJECT LOCATION

PROJECT LOCAT  
GIWW SIPHON

COUNT

T JEFFERS  
S: INTRACOASTAL

6. INTRACUASTAL

## ATION

10

TY

SON  
WATERW

## WATERW RAWING

SEE SHEET 7 FOR DETAILS ON PIPE ANGLES AND BENDS

BROEIL VIEW

SCALE: 1"-20'

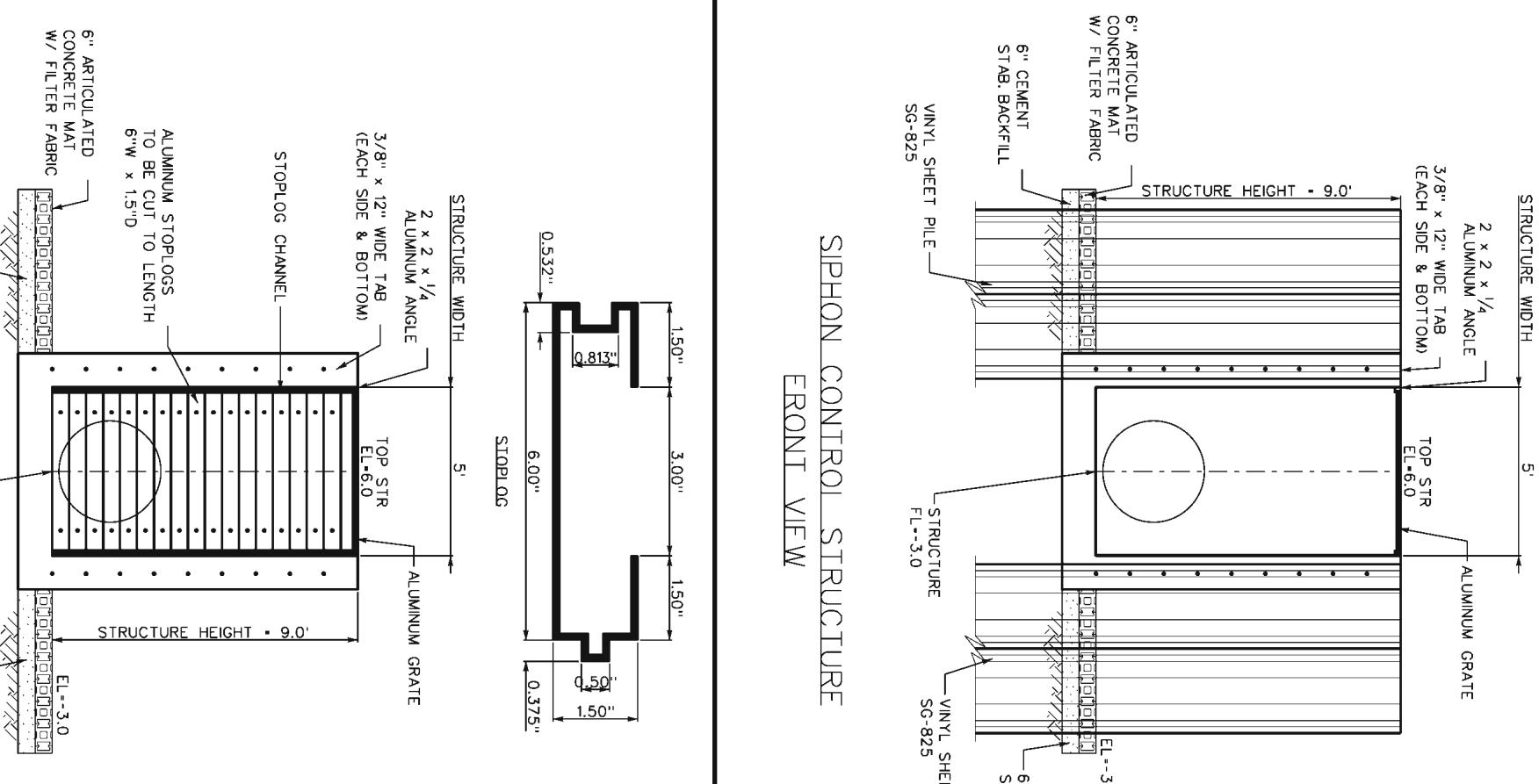
HORZ SCALE: 1"-2'  
VERT SCALE: NTS

HORIZ SCALE: 1"-200  
VERT SCALE: NTS

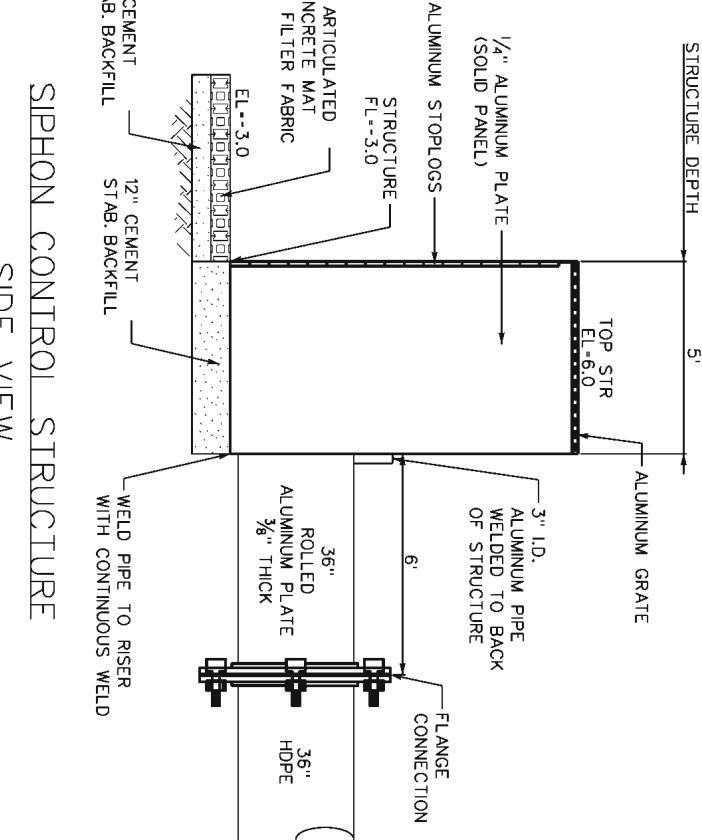
NO.	DATE	REVISION	APPROV.

TEXAS REGISTERED ENGINEERING FIRM F-1386

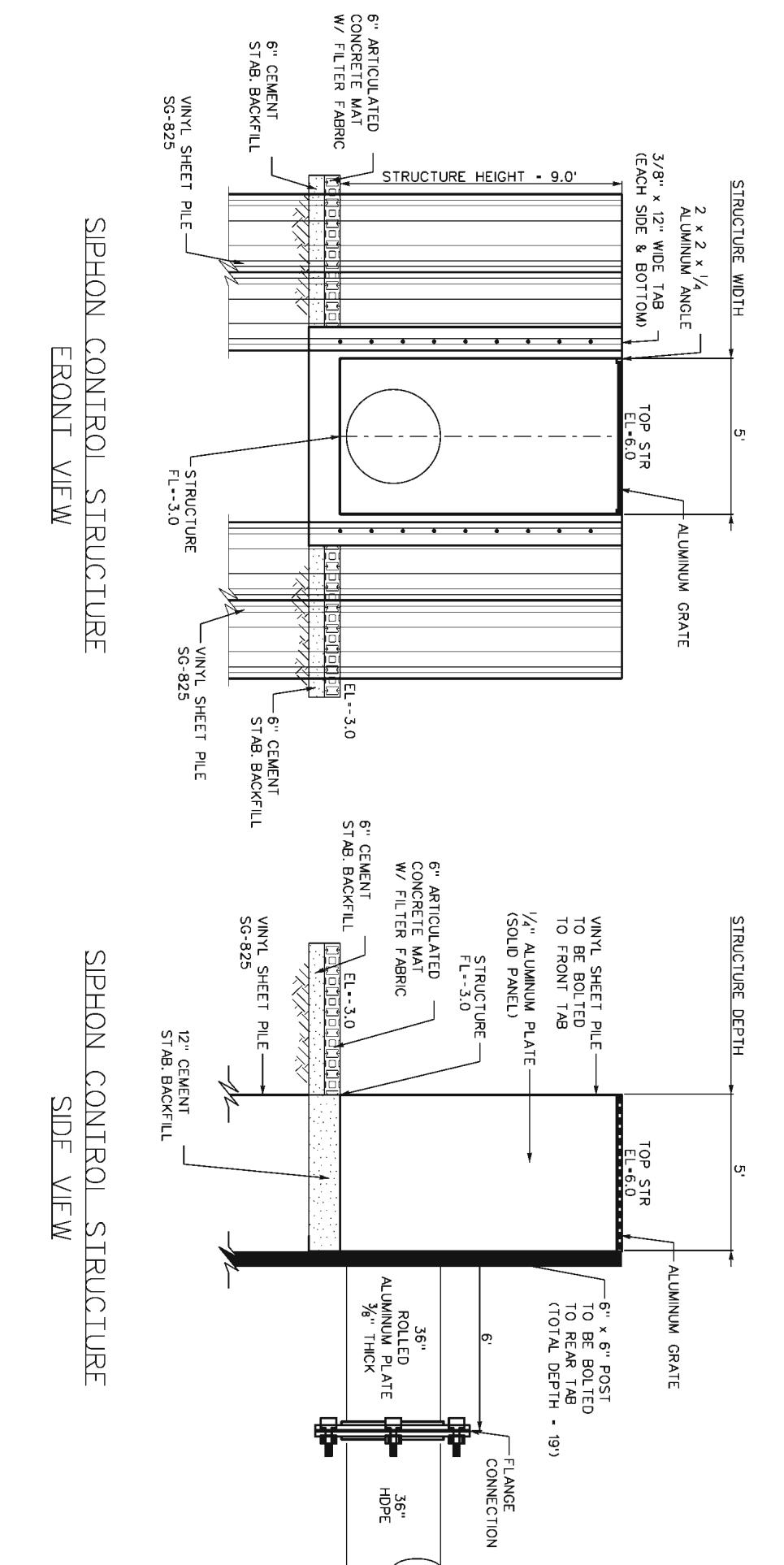




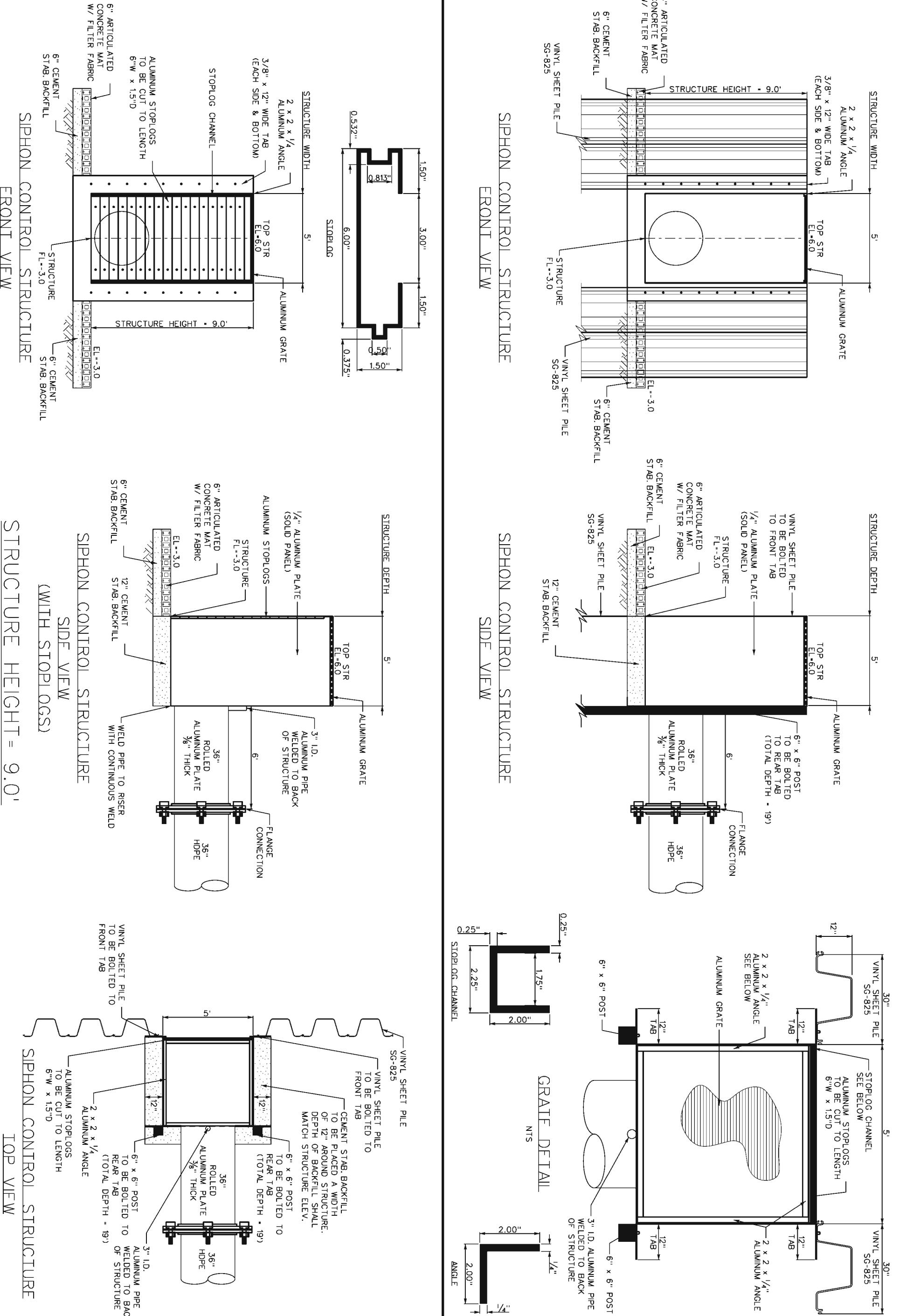
SIPHON CONTROL STRUCTURE  
FRONT VIEW



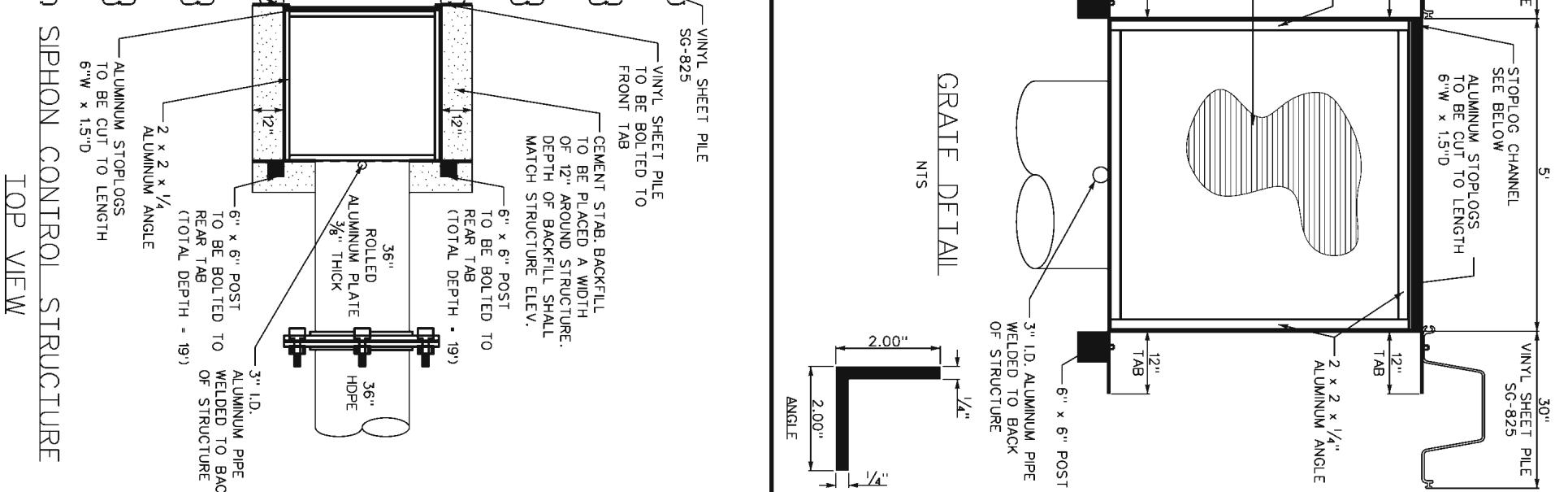
SIPHON CONTROL STRUCTURE  
SIDE VIEW



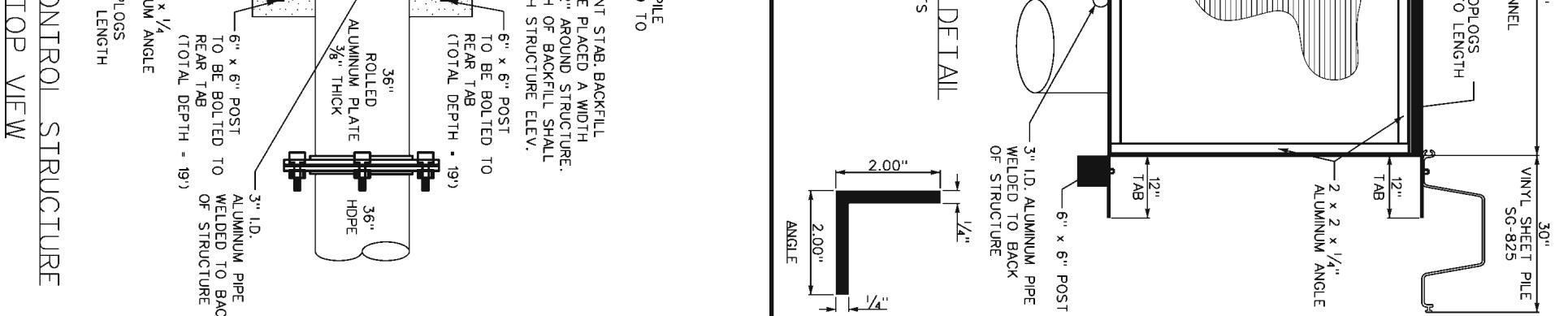
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



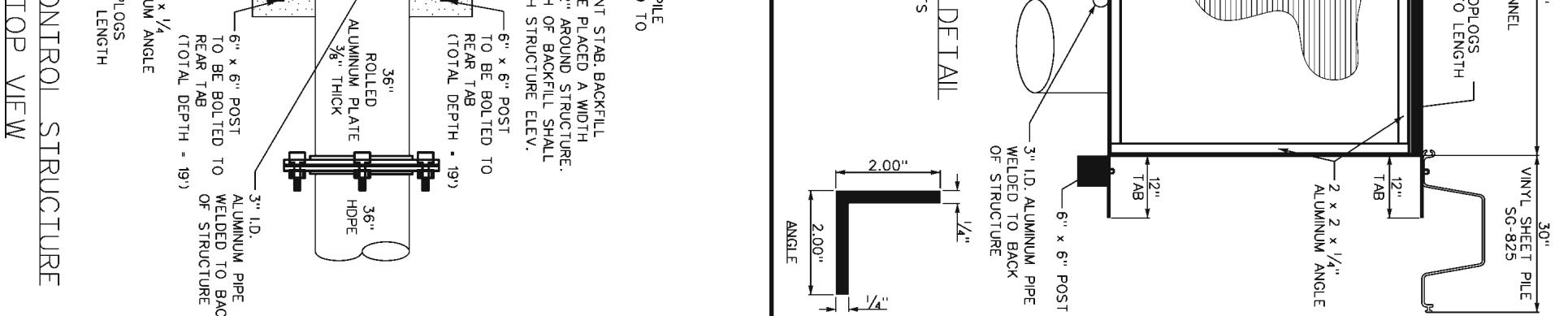
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



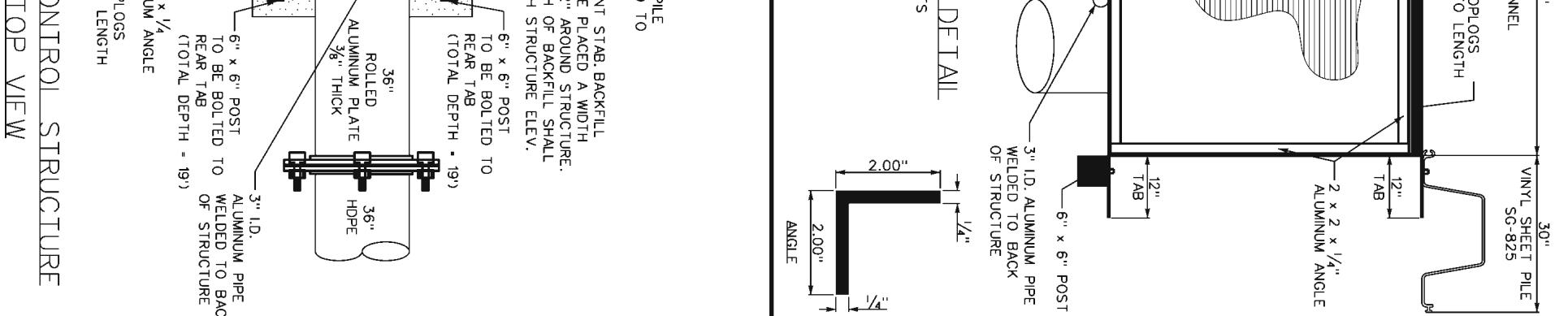
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



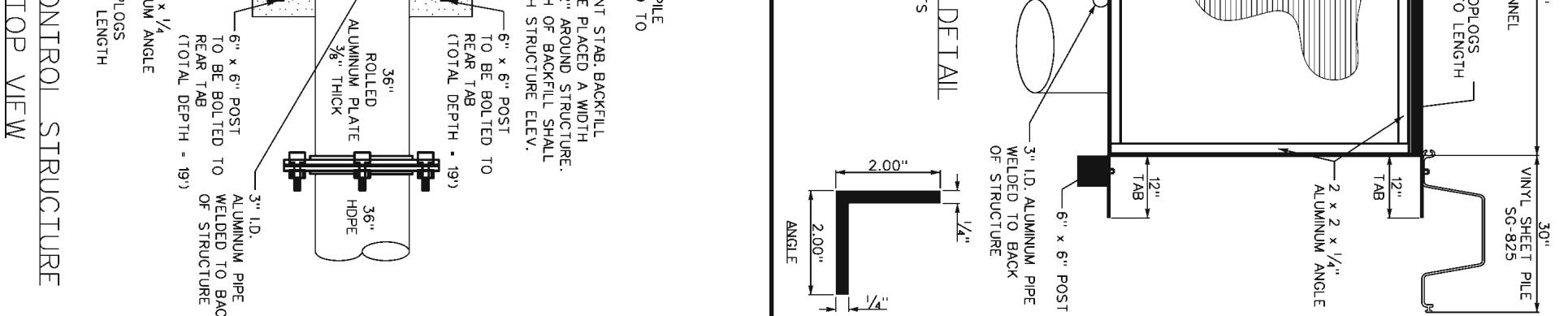
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



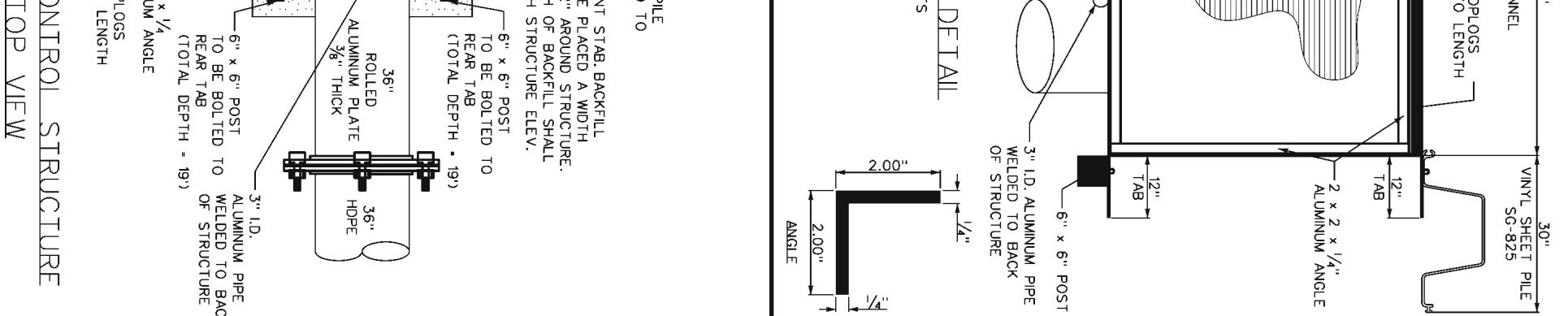
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



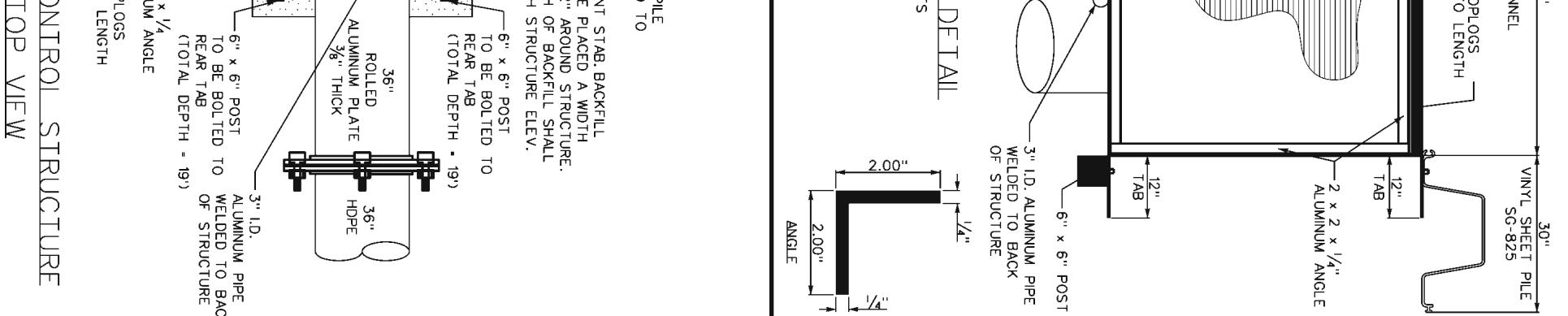
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SIDE VIEW  
(WITH STOPLOGS)



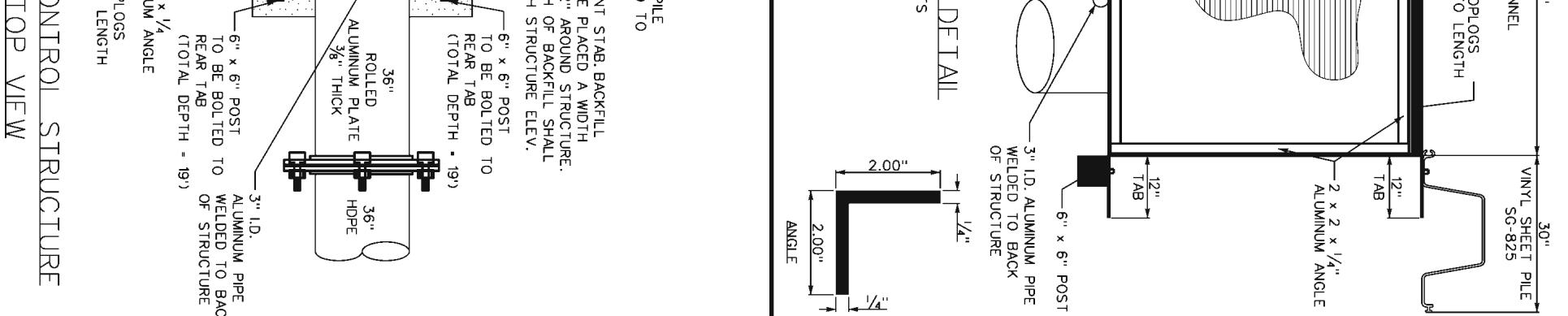
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



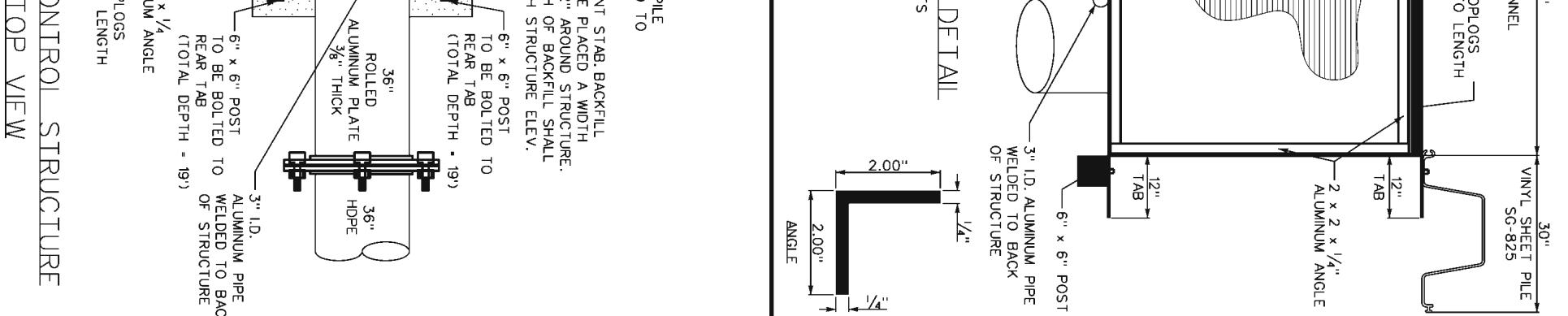
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



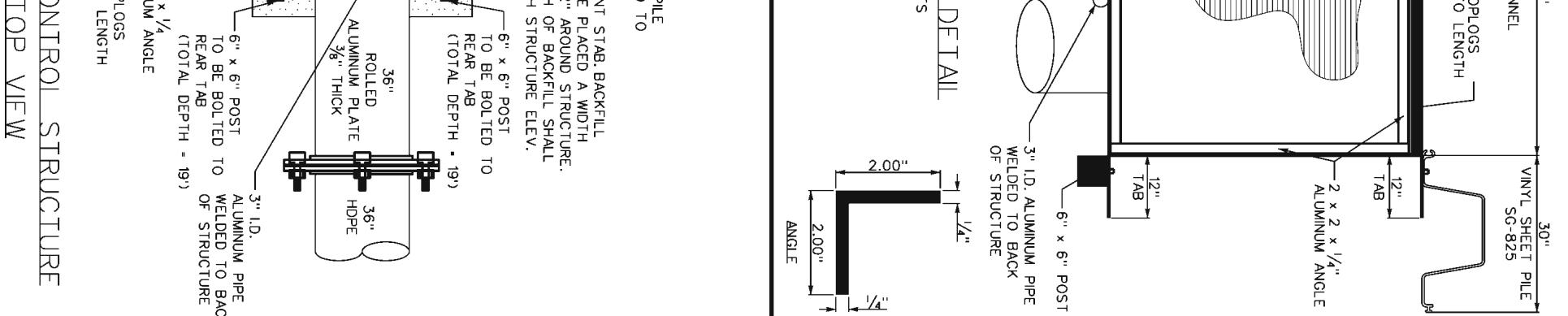
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



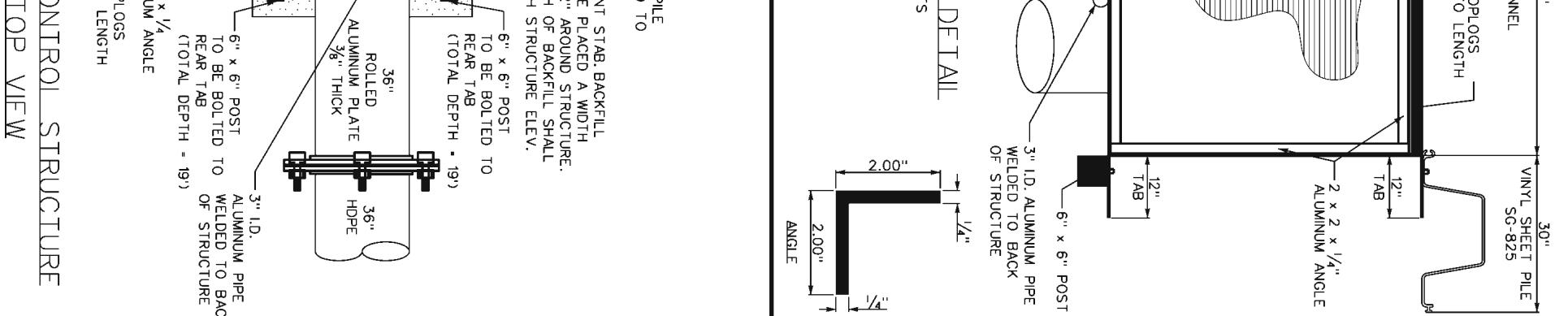
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



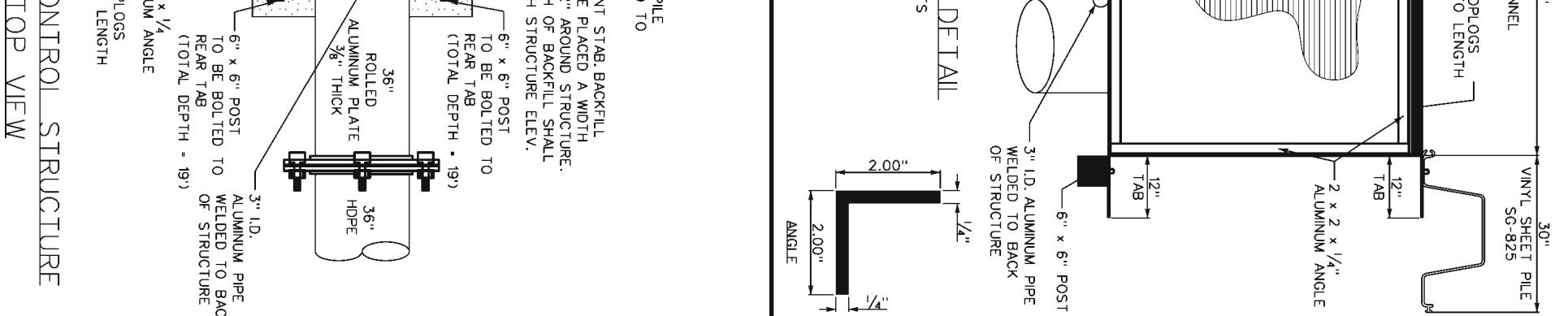
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SIDE VIEW  
(WITH STOPLOGS)



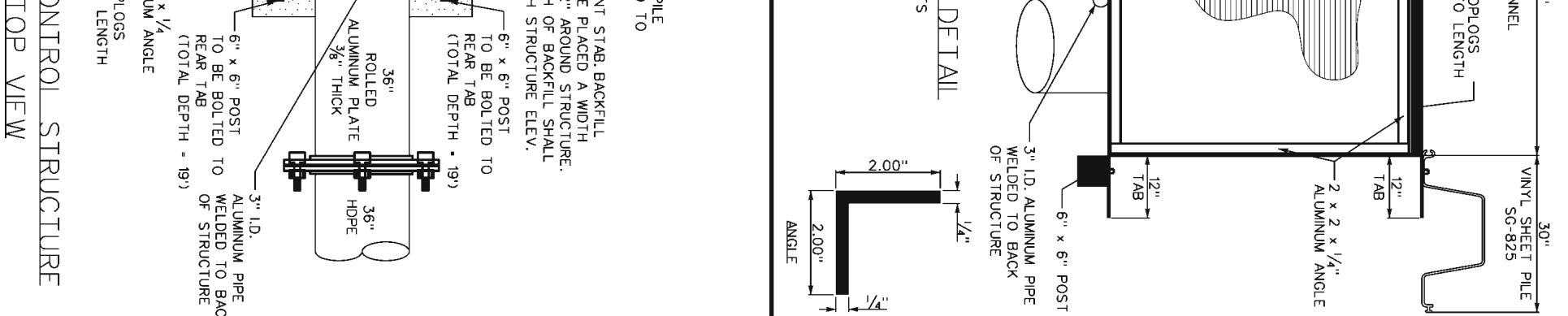
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SIDE VIEW  
(WITH STOPLOGS)



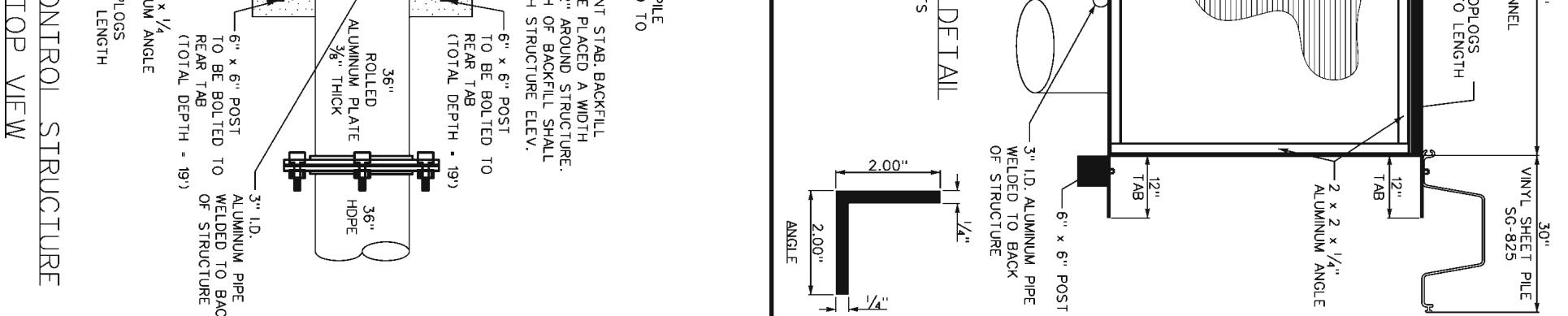
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SIDE VIEW  
(WITH STOPLOGS)



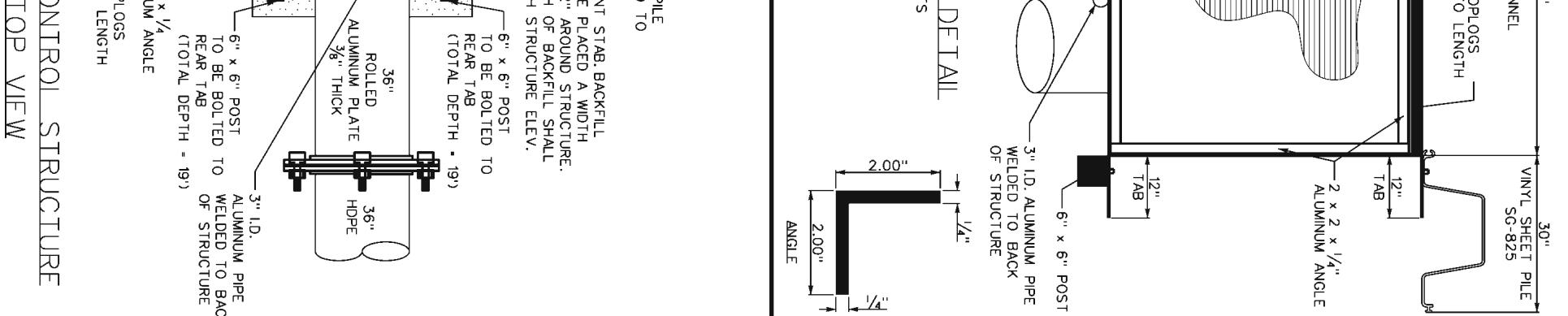
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



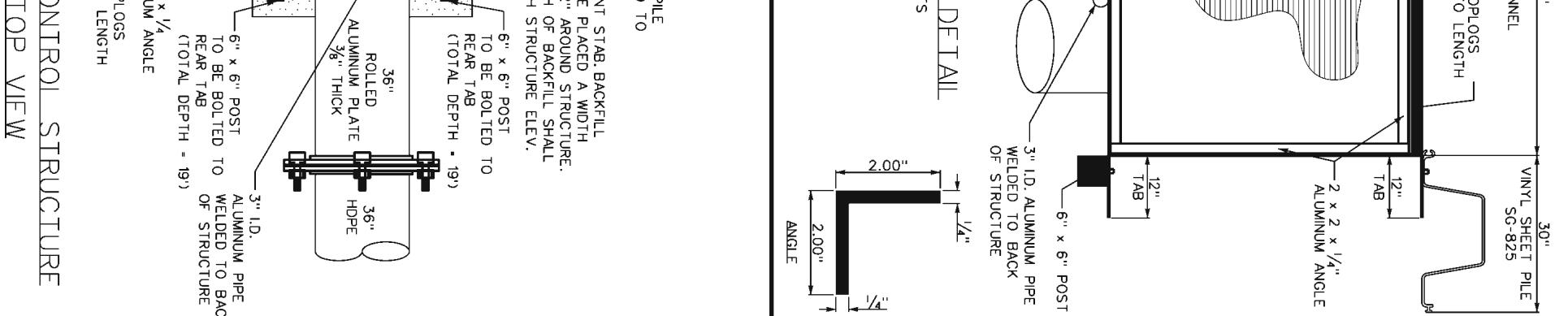
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SIDE VIEW  
(WITH STOPLOGS)



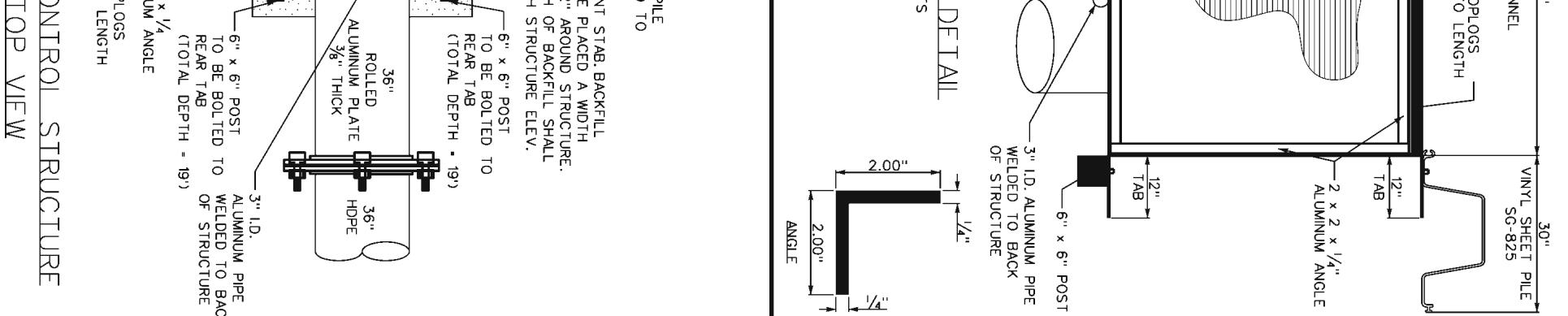
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SIDE VIEW  
(WITH STOPLOGS)



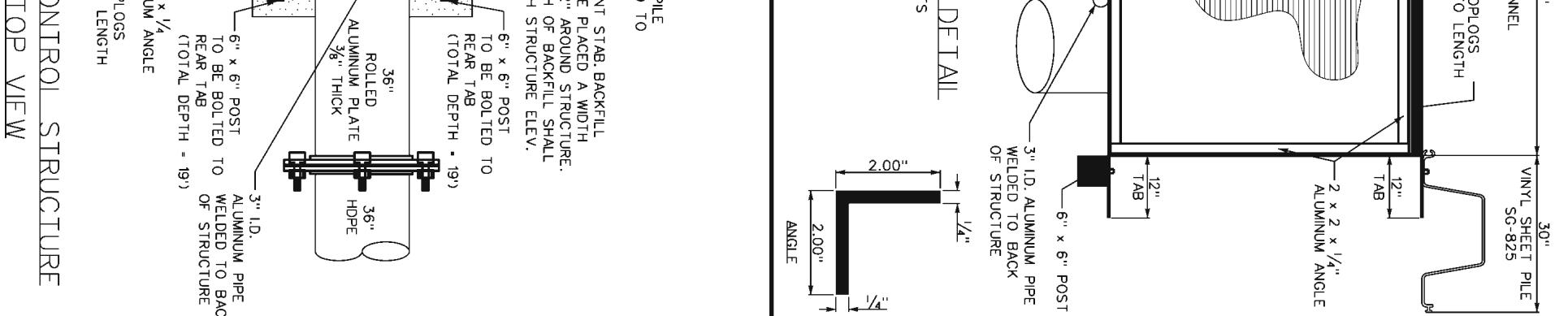
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SIDE VIEW  
(WITH STOPLOGS)



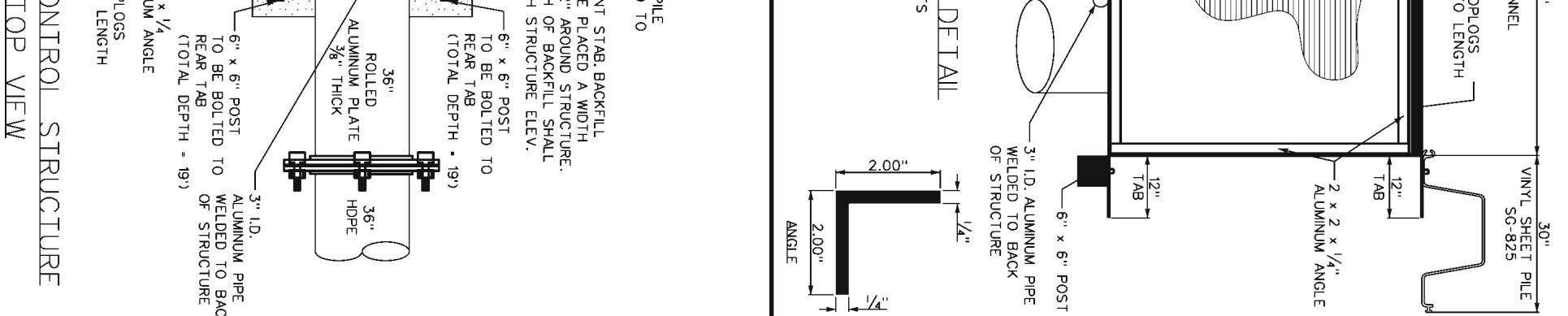
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



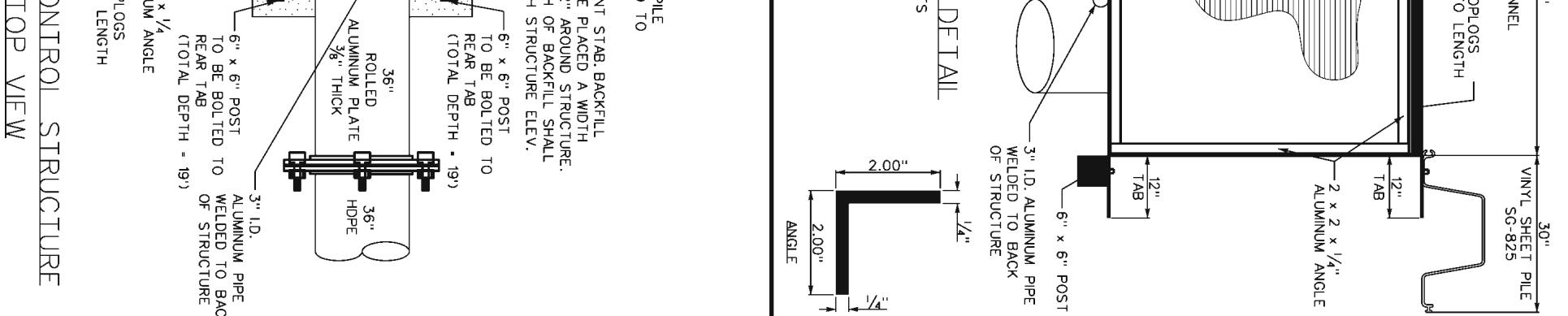
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



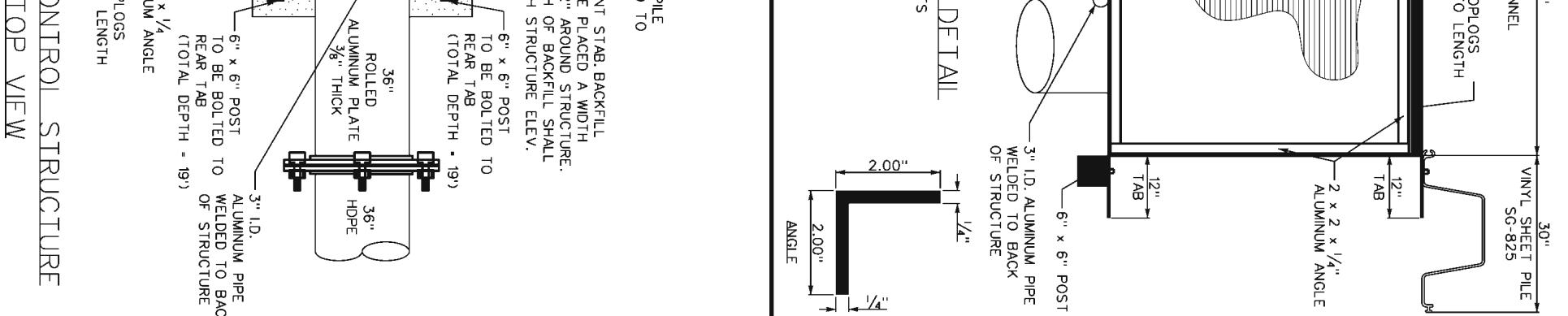
SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)



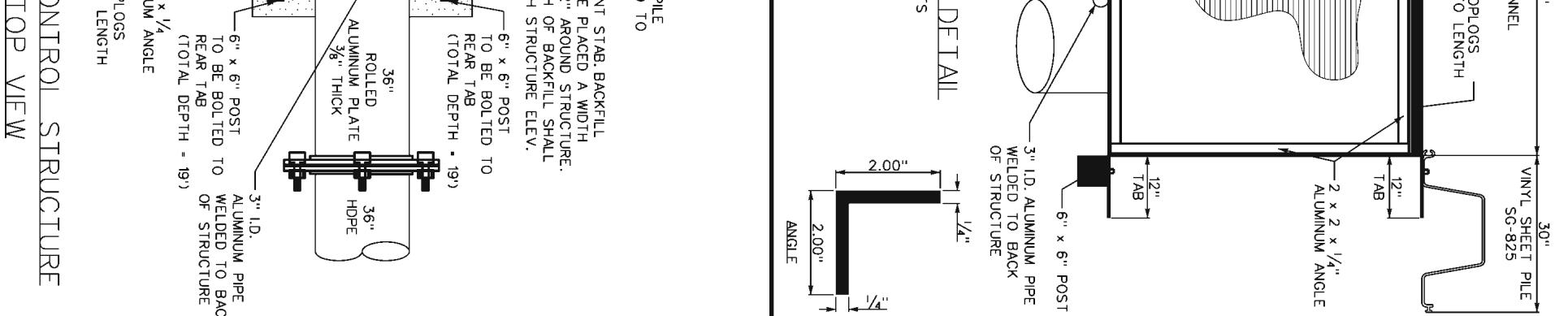
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SIDE VIEW  
(WITH STOPLOGS)

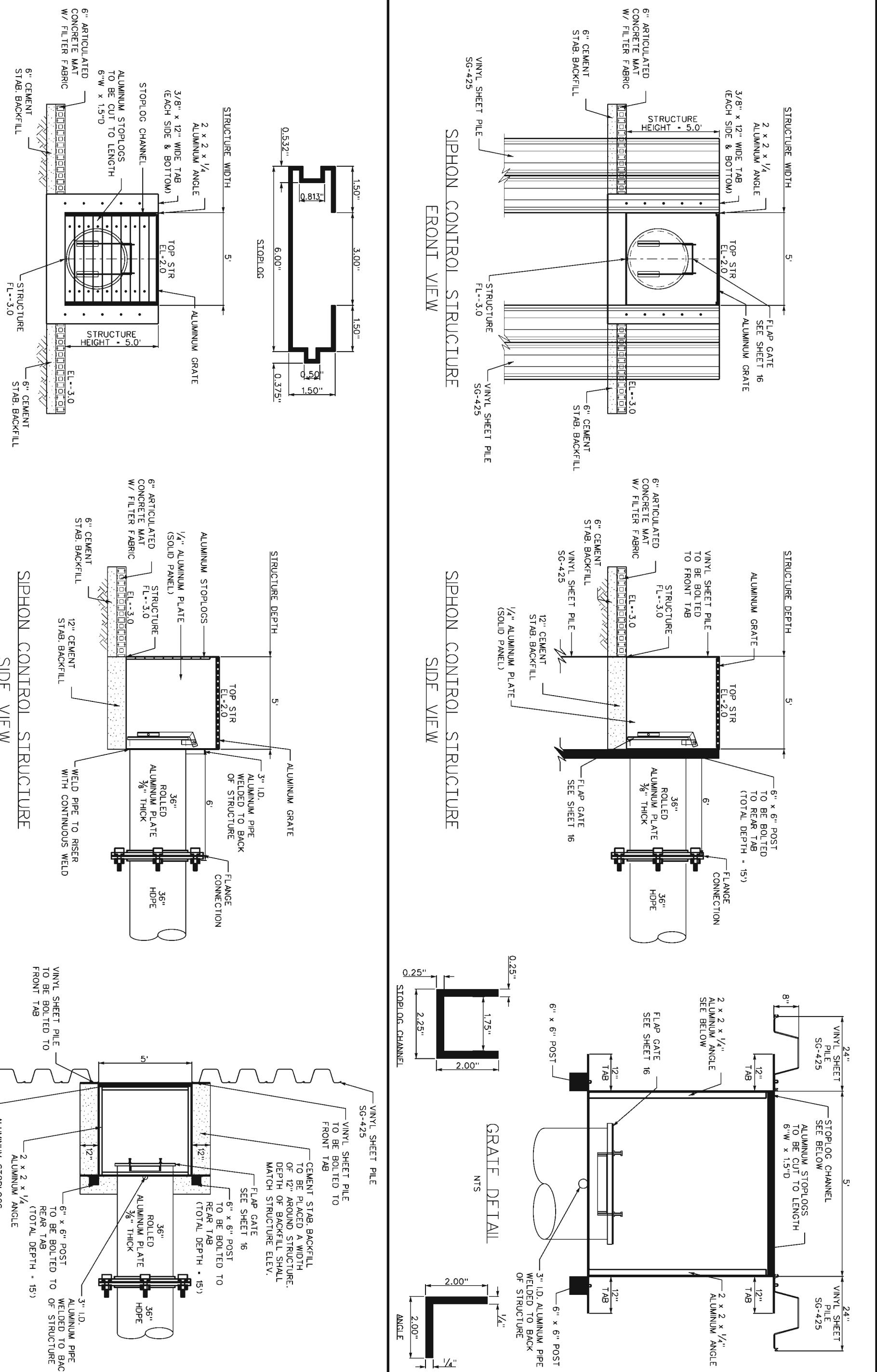


SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)

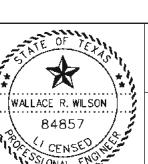


SIPHON CONTROL STRUCTURE  
SIDE VIEW  
(WITH STOPLOGS)





SALT BAYOU  
SIPHON DETAIL 4



Wallace R. Wilson, P.E.  
WALLACE R. WILSON, P.E. #84857

LJA Engineering, Inc.

Public Infrastructure  
905 Orleans Street  
Beaumont, Texas 77701

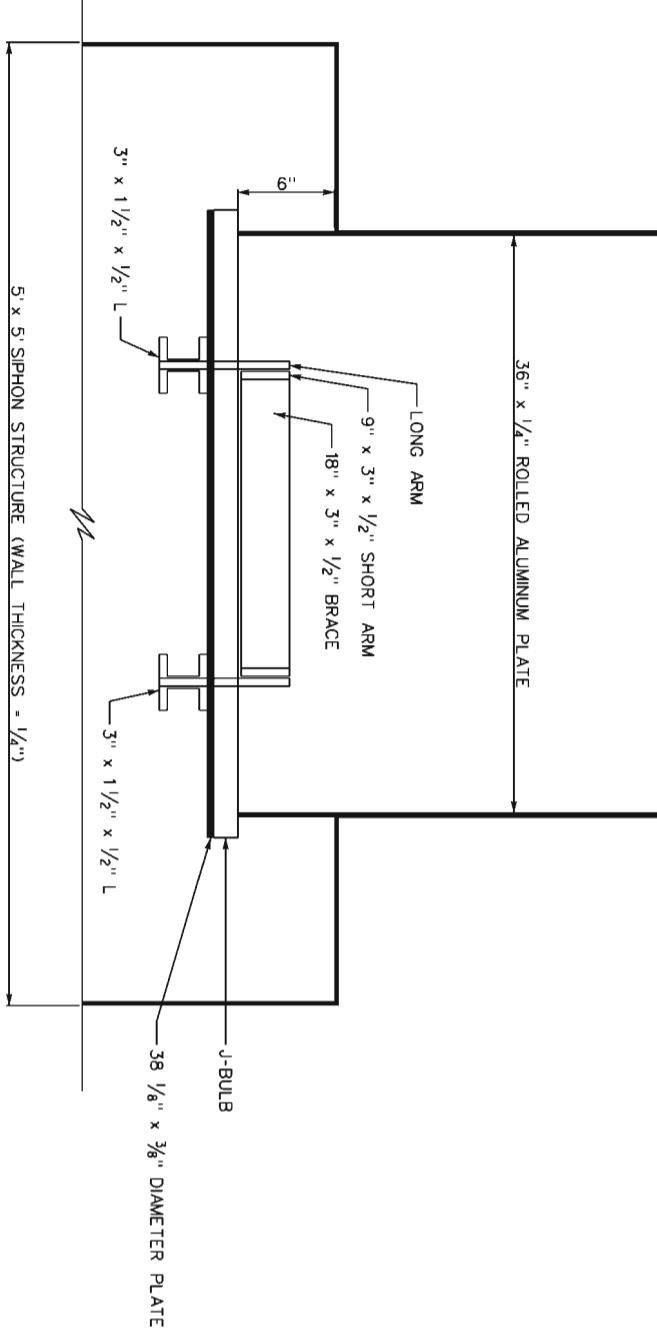
Phone 409.813.1862  
Fax 409.813.1916  
FRN-F-1386

PROJECT LOCATION		
CITY	COUNTY	STATE
BEAUMONT	JEFFERSON	TEXAS
SITE ADDRESS: INTRACOASTAL WATERWAY		
CN 079	PN 1012	DRAWING SHEET 34

08/17/16

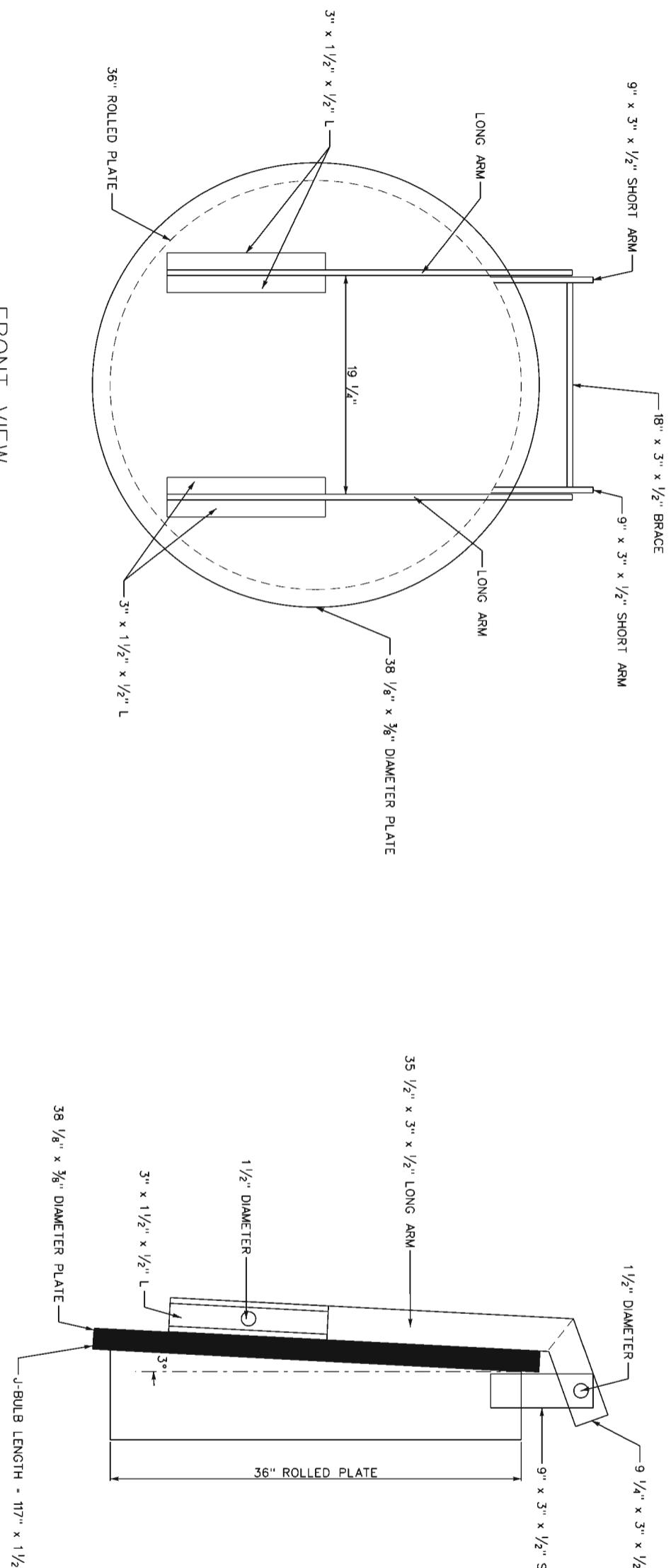
DATE JEFFERSON COUNTY



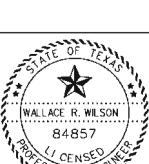


NOES

1. FLAP GATE SHALL BE CONSTRUCTED OF ALUMINUM.
2. ALUMINUM THICKNESS SHALL BE  $\frac{1}{2}$ ".
3. FLAP GATE TO BE CONSTRUCTED ON DOWNSTREAM SIPHON STRUCTURES.
4. CONTRACTOR TO SUPPLY SHOP DRAWINGS OF FLAP GATE TO ENGINEER FOR APPROVAL PRIOR TO FABRICATION.



SIDE VIEW



## FLAP GATE DETAIL FOR STRUCTURE HEIGHT = 5.0"

## STRUCTURE HEL

Walter F. Weber P.E.

100% [Guaranteed](#)

**LJA Engineering**  
Public Infrastructure  
905 Orleans Street

303 Orleans Street  
Beaumont, Texas 77701

Phone 409.813.18  
Fax 409.813.19

Fax 40

#### PROJECT LOCATION

PROJECT LOCAL

**COUNTY**

T JEFFERSON

S: INTRACOASTAL WAT

#### PROJECT LOCATION

## PROJECT LOCAL

Y COUNTY

MONTESSORI INSTITUTE OF NEW YORK CITY

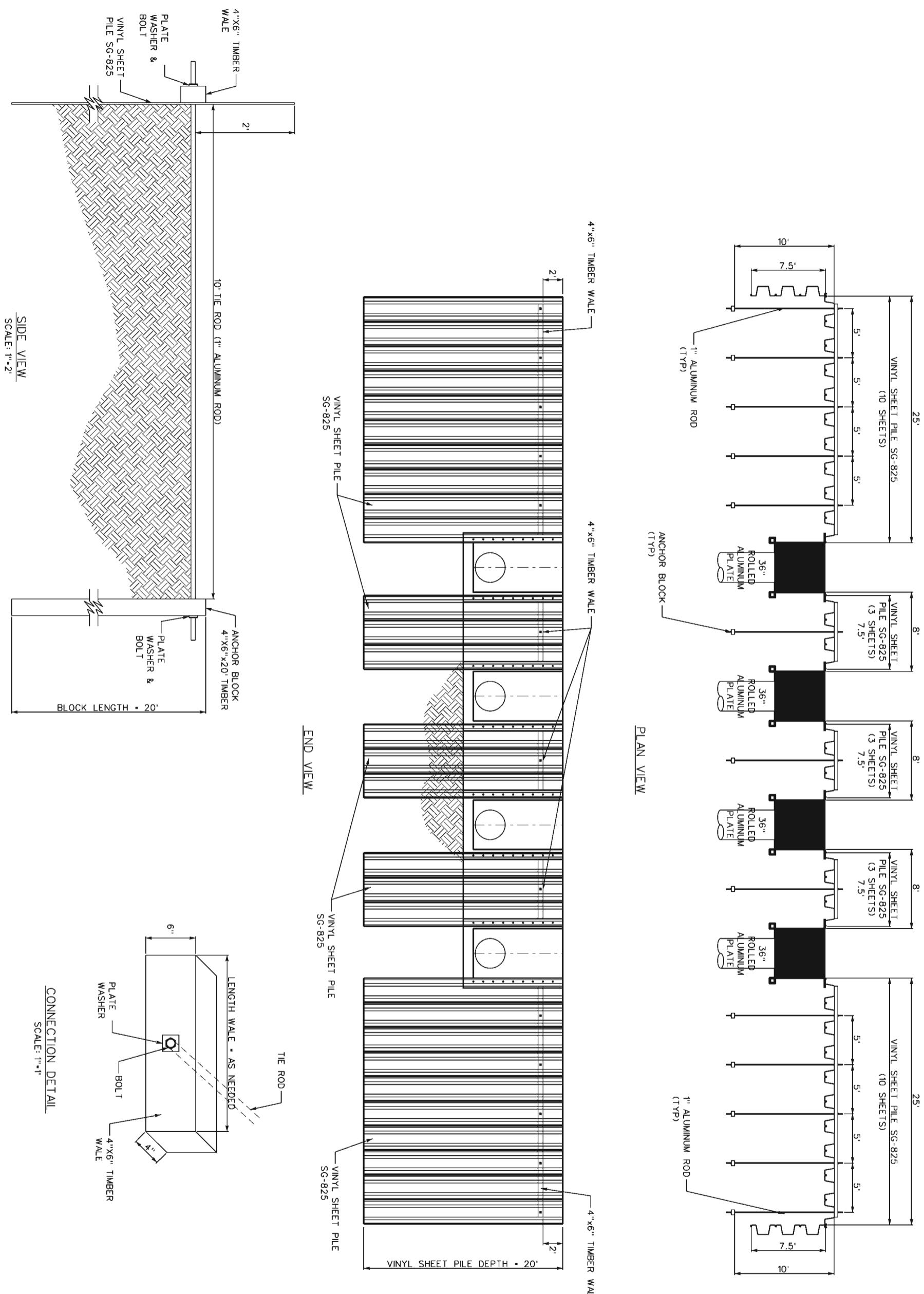
ESS: INTRACOASTAL

S: INTRACOASTAL WAT

SCALE: 1"

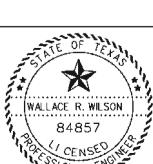
NO.	DATE	REVISION	APPROVED

WALE DETAIL FOR  
VINYL SHEET PILE SG-825



SCALE: 1"=10'

NO. DATE REVISION APPROV.  
TEXAS REGISTERED ENGINEERING FIRM F-1386



**WALE DETAIL**

Wallace R. Wilson, P.E.  
WALLACE R. WILSON, P.E. #84857

**LJA Engineering, Inc.**

Public Infrastructure  
905 Orleans Street  
Beaumont, Texas 77701

Phone 409.813.1862  
Fax 409.813.1916  
FRN-F-1386



CLIENT  
JEFERSON COUNTY

PROJECT LOCATION

GIWW SIPHON

CITY COUNTY STATE

BEAUMONT JEFFERSON TEXAS

SITE ADDRESS: INTRACOASTAL WATERWAY

CN PN DRAWING SHEET

079 1012 18 7

08/17/16

DATE

13

18

**Exhibit B**  
**Total Budget**

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EasyGrantsID: 54100  
 National Fish and Wildlife Foundation – TX  
 Gulf Environmental Benefit Fund 2016, Full  
 Proposal

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)

Organization: Jefferson County, Texas

#### BUDGET SUMMARY

	Personnel	Travel	Equipment	Materials and Supplies	Contractual Services	Other Direct Costs	Indirect Costs	Other	Total
Task 1	\$0.00	\$0.00		\$0.00	\$4,275,000.00	\$0.00	\$0.00	\$0.00	\$4,275,000.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$4,275,000.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,275,000.00</b>



Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)  
 Organization: Jefferson County, Texas

### TASK 1 - BUDGET DETAILS

#### Task 1 - Construction of Salt Bayou Watershed Siphons

	Unit Cost	Quantity	Task Total
<b>Personnel</b>			
Salaries			\$0.00
Benefits			\$0.00
<b>Travel</b>			\$0.00
Other Travel Costs			\$0.00
<b>Equipment</b>			\$0.00
Equipment			\$0.00
<b>Materials and Supplies</b>			
Materials and Supplies			\$0.00
<b>Contractual Services</b>			
Subcontract/Contract - Per Agreement			\$4,275,000.00
	\$2,137,500.00	2.00	\$4,275,000.00
<i>Task 1.1 Construction of Siphons</i>			
Subgrant - Per Agreement			\$0.00
<b>Other Direct Costs</b>			
Other Direct Costs			\$0.00
<b>Indirect Costs</b>			
Indirect Costs			\$0.00
<b>Other</b>			\$0.00
Other			\$0.00
<b>Total Direct Costs</b>			\$4,275,000.00
<b>Total Indirect Costs</b>			\$0.00

EasyGrantsID: 54100  
 National Fish and Wildlife Foundation – TX  
 Gulf Environmental Benefit Fund 2016, Full  
 Proposal



Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)

Organization: Jefferson County, Texas

**Total**

**\$4,275,000.00**

EasyGrantsID: 54100  
National Fish and Wildlife Foundation – TX  
Gulf Environmental Benefit Fund 2016, Full  
Proposal



Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)  
 Organization: Jefferson County, Texas

## **TASK 1 - BUDGET NARRATIVE**

### Task 1 - Construction of Salt Bayou Watershed Siphons

#### **I. Personnel**

Salaries  
 Benefits

#### **II. Travel**

Other Travel Costs

#### **III. Equipment**

Equipment

#### **IV. Materials and Supplies**

Materials and Supplies

#### **V. Contractual Services**

Subcontract/Contract - Per Agreement

Subgrant - Per Agreement

#### **VI. Other Direct Costs**

1133 15th Street, NW  
 Suite 1100 Washington, DC 20005



EasyGrantsID: 54100  
National Fish and Wildlife Foundation – TX  
Gulf Environmental Benefit Fund 2016, Full  
Proposal

Title: Hydrologic Restoration of the Salt Bayou Watershed (TX)  
Organization: Jefferson County, Texas

Other Direct Costs

**VII. Indirect Costs**

Indirect Costs

**VII. Other**

Other

**Exhibit C**  
**Form of Reimbursement Request**

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**National Fish and Wildlife Foundation**  
**Gulf Environmental Benefit Fund**

**Reimbursement Request Form**

Data entry cells are indicated in blue

Locked cells are indicated in white

**Section A: Project Information**

Easygrants ID	54100
Project Title	Hydrologic Restoration of the Salt Bayou Watershed (TX)
Organization Address	Jefferson County, Texas
Tax ID Number	
Project Term	
Reimbursement Period of Expenditure	
Type of Reimbursement Request	Partial

**Section B: Project Budget and Expenses**

Expenses Incurred to Date							
Budgeted Tasks	Approved Budget	Salaries & Benefits	Contractual Services	Equipment, Supplies & Materials	Printing, Travel, Indirect & Other	Total (f) = (b)+(c)+(d)+(e) & (f) = (g) + (h)	Previously Disbursed to Recipient (g)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Task 1	\$ 4,275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,275,000.00
Total	\$ 4,275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,275,000.00

## Section C: Narrative of Work and Associated Expenses by Task

As a separate attachment to this Reimbursement Request Form, complete and upload the form entitled "Reimbursement Request Form: Attachment A" that has been provided to you by NFWF.

## Section D: Transaction Information

**INSTRUCTIONS:** Payment will be made according to the information provided in your Vendor Setup Form. If you would like to request an alternate method of payment, please provide payment details and a justification for the change in the box provided below.

Total Amount Requested	\$	Justification for Use of Alternative Payment Method
Payment Mechanism	Electronic Payment	
Bank Name		
Physical Bank Address		
ACH Routing Number		
Wire Routing Number		
Name on Account		
Account Number		

## Section E: Official Certifications &amp; Signature

This Reimbursement Request is submitted pursuant to the payment terms of the Project Funding Agreement for the above-referenced Project, executed by and between the National Fish and Wildlife Foundation and Recipient. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Project Funding Agreement.

By signing this request, I certify to the best of my knowledge that:

- 1) I am authorized to submit this Reimbursement Request on behalf of the Recipient Organization and that all information contained herein is complete, accurate and verifiable.
- 2) The Work for which the Funds are being requested constitutes part of the Project as set forth in the Project Description and is compliant with the Total Budget.
- 3) Recipient's receipt of the Funds requested in this Reimbursement Request will not result in the Recipient having received "duplicative payment" for any of the Work expenses. For purposes of this certification, the term "duplicative payment" means the Recipient's receipt of multiple reimbursement for the exact same expense item.
- 4) As of the date of this Reimbursement Request, each Task has been proceeding on or under its corresponding Task Budget and, to the Recipient's best knowledge, the Recipient expects each Task to be fully completed on or under its corresponding Task Budget; and
- 5) As of the date of this Reimbursement Request, the Project has been proceeding on or under the Total Budget, and to the Recipient's best knowledge, the Recipient expects the Project to be fully completed on or under the Total Budget.

b. Signature of Authorized Certifying Official (type name and title)

c. Date

**Gulf Environmental Benefit Fund**  
**Reimbursement Request Form – Attachment A**  
**Section C: Narrative of Work and Associated Expenses by Task**

**Project Number:** 54100

**Project Title:** Hydrologic Restoration of the Salt Bayou Watershed (TX)

**Recipient Organization:** Jefferson County, Texas

**Reimbursement Period of Expenditure:**

- 1) Provide a Narrative Description and Itemization of Work Expenses per Task, in the following format:**
  - a) Begin each task with a brief summary description of the work for which payment is requested.**
  - b) Itemize and describe the associated work expenses (including dollar amounts) per each applicable cost category as provided in the project budget. Typical cost categories include Salaries, Benefits, Contractual Services, Equipment (equipment valued at more than \$5,000 per unit cost), Supplies & Materials (under \$5,000), Printing, Travel, Other Costs and Indirect Costs. The itemization and description of expenses should contain the following details per cost category, as applicable:**

**Personnel (Salaries & Benefits)**

*Identify the specific time period in which the total Salaries & Benefits expense accrued (MM/DD/YYYY – MM/DD/YYYY). For each staff member identify the title, # of hours, hourly rate and the resulting total expense.*

**Contractual Services**

*For each sub-recipient identify the total expense, describe the work performed and identify the specific time period in which the work was performed (MM/DD/YYYY – MM/DD/YYYY).*

**Equipment, Supplies & Materials**

*For each group of similar items, identify the total expense, quantity and describe the purpose(s).*

**Travel**

*Identify all expenses and describe the purpose(s) of each expense type.*

**Indirect Costs**

*Show how the indirect expense was calculated, identifying the expenses comprising the basis and the indirect rate that was applied to the basis.*

**Printing and Other Costs**

*Identify all expenses and describe the purpose(s) of each expense type.*

**2) Changes to the Scope of Work, Schedule or Budget.**

If changes to the project's scope of work, schedule or budget are anticipated or have already occurred, describe the nature of all such changes, the reason(s) for them, and how the scope of work, schedule, budget or project metrics/outcomes might be impacted.

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE

76.20

433514

76.20\*\*

ROAD &amp; BRIDGE PCT.#1

RB EVERETT &amp; COMPANY, INC.

250.87

433447

ENTERGY

620.33

433458

HARRIS CONSTRUCTION

2,910.00

433463

KINSEL FORD, INC.

213.50

433474

M&amp;D SUPPLY

210.35

433477

SEABREEZE CULVERT, INC.

140.00

433500

SOUTHEAST TEXAS WATER

14.00

433505

EDDIE ARNOLD

292.99

433583

ADVANCE AUTO PARTS

553.72

433656

REPUBLIC SERVICES

45.00

433699

FUNCTION 4 LLC

19.41

433724

5,270.17\*\*

ROAD &amp; BRIDGE PCT.#2

SPIDLE &amp; SPIDLE

4,594.08

433417

CITY OF NEDERLAND

73.96

433434

EASTEX RUBBER &amp; GASKET

192.19

433445

ENTERGY

543.02

433458

MID-COUNTY ALTERNATOR

125.00

433482

MUNRO'S

40.00

433485

PHILPOTT MOTORS, INC.

51.88

433491

RITTER @ HOME

56.81

433495

SMART'S TRUCK &amp; TRAILER, INC.

306.40

433504

AT&amp;T

93.54

433506

VULCAN MATERIALS CO.

36,345.60

433515

PATHMARK TRAFFICE PRODUCTS OF TEXAS

791.74

433572

MARTIN PRODUCT SALES LLC

18,077.96

433595

MEMBER'S BUILDING MAINTENANCE LLC

149.50

433659

REPUBLIC SERVICES

72.60

433699

APPLIED TECHNOLOGIES INSPRECTION SE

140.58

433709

GULF COAST

133.00

433718

FUNCTION 4 LLC

24.96

433724

61,812.82\*\*

ROAD &amp; BRIDGE PCT. # 3

FARM &amp; HOME SUPPLY

.64

433449

GULF COAST AUTOMOTIVE, INC.

66.91

433456

CASH ADVANCE ACCOUNT

112.35

433471

MUNRO'S

23.15

433485

OFFICE DEPOT

148.37

433488

SMART'S TRUCK &amp; TRAILER, INC.

280.82

433504

MCKESSON MEDICAL-SURGICAL INC

862.11

433531

MARTIN MARIETTA AGG

1,722.22

433552

CENTERPOINT ENERGY RESOURCES CORP

40.36

433585

ROSS RIDGE SAND COMPANY LP

222.00

433601

ON TIME TIRE

232.97

433647

SHOPPA'S FARM SUPPLY

1,271.00

433679

GULF COAST

8,323.20

433718

FUNCTION 4 LLC

38.82

433724

11,620.70\*\*

ROAD &amp; BRIDGE PCT.#4

ABLE FASTENER, INC.

48.20

433403

SPIDLE &amp; SPIDLE

5,868.80

433417

COASTAL WELDING SUPPLY

54.00

433436

ENTERGY

12.68

433458

CASH ADVANCE ACCOUNT

475.09

433471

M&amp;D SUPPLY

340.47

433477

MUNRO'S

272.01

433485

SMART'S TRUCK &amp; TRAILER, INC.

75.59

433504

UNITED STATES POSTAL SERVICE

7.66

433548

MARTIN PRODUCT SALES LLC

186.42

433595

ACT PIPE AND SUPPLY

1,199.40

433612

JEFFERSON COUNTY CREDIT CARDS

130.00

433629

SOUTHEAST TEXAS PARTS AND EQUIPMENT

2,757.33

433666

REPUBLIC SERVICES

72.60

433699

GULF COAST

7,938.79

433718

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	63.73	433724	19,502.77**
ENGINEERING FUND			
MCNEILL INSURANCE AGENCY	71.00	433481	
VERIZON WIRELESS	249.81	433543	
FUNCTION 4 LLC	290.87	433724	
PARKS & RECREATION			611.68**
CITY OF PORT ARTHUR - WATER DEPT.	46.52	433433	
ENTERGY	1,168.48	433458	
AT&T	29.09	433506	
GENNIS MEMORIALS LLC	1,362.50	433703	
GENERAL FUND			2,606.59**
JEFFERSON CTY. CLERK	928.40	433405	
JEFFERSON CTY. CLERK	1,121.04	433406	
JEFFERSON CTY. CLERK	884.16	433407	
JEFFERSON CTY. CLERK	817.64	433408	
JEFFERSON CTY. CLERK	939.32	433409	
JEFFERSON CTY. CLERK	879.04	433410	
JEFFERSON CTY. CLERK	1,140.01	433411	
JEFFERSON COUNTY REPUBLICAN PARTY	562.50	433549	
TAX OFFICE			7,272.11*
THE EXAMINER	2,667.00	433448	
OFFICE DEPOT	432.08	433488	
ACE IMAGEWEAR	20.74	433503	
UNITED STATES POSTAL SERVICE	564.99	433548	
FUNCTION 4 LLC	102.60	433724	
COUNTY HUMAN RESOURCES			3,787.41*
UNITED STATES POSTAL SERVICE	1.61	433548	
FUNCTION 4 LLC	19.41	433724	
AUDITOR'S OFFICE			21.02*
GOVERNMENT FINANCE OFFICERS ASSOC.	1,145.00	433418	
CASH ADVANCE ACCOUNT	1,999.87	433471	
UNITED STATES POSTAL SERVICE	12.95	433548	
RHONDA BRODE	809.66	433556	
TJJD	75.00	433644	
FUNCTION 4 LLC	19.41	433724	
COUNTY CLERK			4,061.89*
CASH ADVANCE ACCOUNT	383.20	433471	
OFFICE DEPOT	7.53	433488	
UNITED STATES POSTAL SERVICE	296.79	433548	
WESTERN MICROGRAPHICS & IMAGING	88.56	433646	
RICOH USA INC	221.85	433653	
FUNCTION 4 LLC	291.99	433724	
COUNTY JUDGE			1,289.92*
CLERK - SUPREME COURT OF TEXAS	235.00	433507	
UNITED STATES POSTAL SERVICE	.81	433548	
THOMAS O. MOSES	500.00	433591	
FRANCES BLAIR BETHEA	500.00	433621	
HARVEY L WARREN III	500.00	433623	
P DEAN BRINKLEY	500.00	433627	
JAN GIROUARD & ASSOCIATES LLC	600.00	433704	
FUNCTION 4 LLC	19.41	433724	
RISK MANAGEMENT			2,855.22*
UNITED STATES POSTAL SERVICE	1.67	433548	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	19.41	433724	21.08*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	153.58	433548	
LEXISNEXIS- ACCURINT	118.45	433620	
FUNCTION 4 LLC	92.04	433724	364.07*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	3,116.71	433489	
CIT TECHNOLOGY FINANCING SERVICE	499.00	433607	
FUNCTION 4 LLC	1,482.21	433724	5,097.92*
PURCHASING DEPARTMENT			
OFFICE DEPOT	183.39	433488	
UNITED STATES POSTAL SERVICE	32.34	433548	
FUNCTION 4 LLC	19.41	433724	235.14*
GENERAL SERVICES			
JEFFERSON CTY. CLERK	181.00	433412	
B&L MAIL PRESORT SERVICE	1,243.26	433427	
JEFFERSON CTY. DISTRICT CLERK	1,021.00	433470	
OLMSTED-KIRK PAPER	2,825.00	433489	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	433511	
TRI-CITY COFFEE SERVICE	77.35	433514	
JUSTICE OF THE PEACE, PCT. 6	111.00	433529	
JUSTICE OF THE PEACE, PCT. 7	186.52	433530	
VERIZON WIRELESS	303.92	433543	
LEXISNEXIS- ACCURINT	17.00	433620	
JEFFERSON COUNTY CREDIT CARDS	10.30	433629	
SPOK INC	3.00	433676	
COLIN'S KITCHEN LLC	91.56	433694	
TFORCE FINAL MILE	364.14	433731	9,135.05*
DATA PROCESSING			
SOUTHERN COMPUTER WAREHOUSE	84.81	433425	
CDW COMPUTER CENTERS, INC.	169.61	433528	
LEXISNEXIS- ACCURINT	118.45	433620	
JEFFERSON COUNTY CREDIT CARDS	603.11	433629	
SPOK INC	12.06	433676	
FUNCTION 4 LLC	19.41	433724	1,007.45*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	21.37	433548	
FUNCTION 4 LLC	19.41	433724	40.78*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	.92	433548	
JEFFERSON COUNTY REPUBLICAN PARTY	276.00	433549	
SIERRA SPRING WATER CO. - BT	47.64	433553	
TOI A LINTON	11.61	433610	
FREDRICK C CRIBBS II	18.51	433684	
AT&T MOBILITY	772.36	433696	
PV RENTALS LLC	122.50	433702	
FUNCTION 4 LLC	75.34	433724	1,324.88*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY	11,840.00	433468	
CASH ADVANCE ACCOUNT	597.06	433471	
KIRKSEY'S SPRINT PRINTING	24.95	433475	
OFFICE DEPOT	294.88	433488	
KIP GLASSCOCK PC	975.00	433536	
JAMES ARCEAUX	274.04	433544	
UNITED STATES POSTAL SERVICE	337.34	433548	
CHILD ABUSE & FORENSIC SERVICES	125.00	433559	
LEXISNEXIS- ACCURINT	355.35	433620	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY CREDIT CARDS	1,678.95	433629	
FUNCTION 4 LLC	133.11	433724	
QUENTIN PRICE	111.56	433744	
SARAH BUSER	59.00	433752	
DISTRICT CLERK			16,806.24*
CURTIS 1000, INC.	861.14	433442	
TRI-CITY COFFEE SERVICE	70.50	433514	
UNITED STATES POSTAL SERVICE	262.26	433548	
AERIALINK INC	324.32	433717	
FUNCTION 4 LLC	19.41	433724	
CRIMINAL DISTRICT COURT			1,537.63*
KEVIN S. LAINE	1,700.00	433525	
UNITED STATES POSTAL SERVICE	28.80	433548	
JAMES R. MAKIN, P.C.	800.00	433633	
JARED GILTHORPE	800.00	433674	
SAMUEL & SON LAW FIRM PLLC	3,300.00	433678	
FUNCTION 4 LLC	122.48	433724	
58TH DISTRICT COURT			6,751.28*
SOUTHEAST TEXAS WATER	29.95	433505	
CLERK - SUPREME COURT OF TEXAS	235.00	433508	
JOHN WOOLDRIDGE	127.86	433681	
FUNCTION 4 LLC	19.41	433724	
60TH DISTRICT COURT			412.22*
FUNCTION 4 LLC	19.41	433724	
136TH DISTRICT COURT			19.41*
UNITED STATES POSTAL SERVICE	2.90	433548	
LEXIS-NEXIS	69.00	433550	
FUNCTION 4 LLC	19.41	433724	
172ND DISTRICT COURT			91.31*
CLERK - SUPREME COURT OF TEXAS	55.00	433507	
LEXIS-NEXIS	56.00	433551	
FUNCTION 4 LLC	19.41	433724	
252ND DISTRICT COURT			130.41*
TRAVIS EVANS	600.00	433446	
KEVIN S. LAINE	2,400.00	433525	
JOHN D WEST	900.00	433537	
UNITED STATES POSTAL SERVICE	70.12	433548	
JUDGE RAQUEL WEST	128.37	433568	
LANGSTON ADAMS	5,750.00	433569	
JAMES R. MAKIN, P.C.	2,316.61	433633	
GERALD E. BOURQUE	36,632.15	433652	
MATUSKA LAW FIRM	800.00	433668	
FUNCTION 4 LLC	19.41	433724	
ROBERT K LOPER	25,000.00	433753	
279TH DISTRICT COURT			74,616.66*
GAYLYN COOPER	325.00	433415	
ANITA F. PROVO	450.00	433492	
BRACK JONES JR.	325.00	433523	
KEVIN S. LAINE	325.00	433525	
CHARLES ROJAS	75.00	433533	
GLEN M. CROCKER	300.00	433557	
JOEL WEBB VAZQUEZ	150.00	433580	
TONYA CONNELL TOUPPS	75.00	433603	
P DEAN BRINKLEY	75.00	433627	
TARA SHELANDER	75.00	433673	
MELANIE AIREY	225.00	433685	
GORDON D FRIESZ	1,000.00	433692	

NAME	AMOUNT	CHECK NO.	TOTAL
ASHLEY CEDILLO FUNCTION 4 LLC	75.00 19.41	433707 433724	3,494.41*
317TH DISTRICT COURT			
JACK LAWRENCE PHILLIP DOWDEN LAIRON DOWDEN, JR. OFFICE DEPOT ANITA F. PROVO KEVIN PAULA SEKALY PC CHARLES ROJAS UNITED STATES POSTAL SERVICE GLEN M. CROCKER JOEL WEBB VAZQUEZ JUDY PAASCH TONYA CONNELL TOUPS RONALD PLESSALA ALLEN PARKER C. HADEN CRIBBS JR., PC BRITTANIE HOLMES WILLIAM FORD DISHMAN MATUSKA LAW FIRM MELANIE AIREY LAW OFFICE OF J SCOTT FREDERICK ASHLEY CEDILLO FUNCTION 4 LLC THE DAWS LAW FIRM PLLC	325.00 975.00 350.00 37.91 1,050.00 650.00 525.00 2.76 75.00 150.00 2,323.90 850.00 500.00 75.00 1,050.00 500.00 75.00 1,450.00 75.00 1,100.00 150.00 19.41 500.00	433419 433424 433443 433488 433492 433501 433533 433548 433557 433580 433582 433603 433609 433622 433643 433650 433660 433668 433685 433686 433707 433724 433729	12,808.98*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT FUNCTION 4 LLC	25.59 118.45 24.96	433548 433620 433724	169.00*
JUSTICE COURT-PCT 1 PL 2			
LEXISNEXIS- ACCURINT FUNCTION 4 LLC	118.45 19.41	433620 433724	137.86*
JUSTICE COURT-PCT 2			
ALLSTAR INSURANCE AGENCY, INC. LEXISNEXIS- ACCURINT	71.00 118.45	433535 433620	189.45*
JUSTICE COURT-PCT 4			
LEXISNEXIS- ACCURINT FUNCTION 4 LLC	118.45 24.96	433620 433724	143.41*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT FUNCTION 4 LLC	45.50 118.45 19.41	433548 433620 433724	183.36*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	118.45	433620	118.45*
JUSTICE OF PEACE PCT. 8			
LEXISNEXIS- ACCURINT FUNCTION 4 LLC	118.45 19.41	433620 433724	137.86*
COUNTY COURT AT LAW NO.1			
CLERK - SUPREME COURT OF TEXAS JAMES W. MEHAFFY UNITED STATES POSTAL SERVICE LEXIS-NEXIS SIERRA SPRING WATER CO. - BT FUNCTION 4 LLC	235.00 620.55 2.02 55.00 79.31 68.20	433507 433522 433548 433550 433553 433724	1,060.08*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.81	433548	
LANGSTON ADAMS	300.00	433569	
ALEX BILL III	250.00	433635	
JARED GILTHORPE	250.00	433674	
SAMUEL & SON LAW FIRM PLLC	500.00	433678	
AMY TOMLINSON	1,450.00	433697	
JANSON ELLIOTT BAILEY	550.00	433706	
FUNCTION 4 LLC	19.41	433724	
COUNTY COURT AT LAW NO. 3			3,320.22*
JOHN E MACEY	250.00	433478	
OFFICE DEPOT	120.18	433488	
NATHAN REYNOLDS, JR.	250.00	433494	
CLERK - SUPREME COURT OF TEXAS	235.00	433507	
UNITED STATES POSTAL SERVICE	.86	433548	
SAMUEL & SON LAW FIRM PLLC	250.00	433678	
JANSON ELLIOTT BAILEY	250.00	433706	
FUNCTION 4 LLC	19.41	433724	
COURT MASTER			1,375.45*
UNITED STATES POSTAL SERVICE	2.13	433548	
FUNCTION 4 LLC	19.41	433724	
MEDIATION CENTER			21.54*
JEFFERSON CTY. YOUNG LAWYER'S ASSOC	25.00	433421	
SOUTHEAST TEXAS WATER	36.75	433505	
UNITED STATES POSTAL SERVICE	3.63	433548	
KARA HAWTHORN	547.75	433636	
FUNCTION 4 LLC	19.41	433724	
COMMUNITY SUPERVISION			632.54*
FUNCTION 4 LLC	77.64	433724	
SHERIFF'S DEPARTMENT			77.64*
BRYAN A. LOPEZ	237.95	433413	
COTTON CARGO	61.00	433440	
GT DISTRIBUTORS, INC.	139.00	433452	
ENTERGY	839.31	433458	
CASH ADVANCE ACCOUNT	1,944.00	433471	
KIRKSEY'S SPRINT PRINTING	24.95	433475	
KRISTY'S KORNER	139.57	433476	
MCNEILL INSURANCE AGENCY	71.00	433481	
OFFICE DEPOT	831.67	433488	
AT&T	157.42	433506	
SERVICE GRAPHICS	182.00	433524	
KEESHA GUILLORY	300.00	433526	
UNITED STATES POSTAL SERVICE	1,380.65	433548	
BEAUMONT OCCUPATIONAL SERVICE, INC.	724.90	433558	
CHRISTUS HOSPITAL	1,039.00	433563	
INFOCUS CAMERA & IMAGING, LLC	364.90	433589	
ATTABOY TERMITE & PEST CONTROL	55.00	433616	
JEFFERSON COUNTY CREDIT CARDS	940.00	433629	
RITA HURT	6,050.00	433641	
TEXAS A&M ENGINEERING EXTENSION	100.00	433658	
TRANSUNION RISK AND ALTERNATIVE	483.00	433683	
GALLS LLC	1,340.51	433690	
REPUBLIC SERVICES	45.00	433699	
FUNCTION 4 LLC	221.84	433724	
CRIME LABORATORY			17,672.67*
SIGMA-ALDRICH, INC.	161.18	433402	
CASH ADVANCE ACCOUNT	693.48	433471	
SANITARY SUPPLY, INC.	95.68	433498	
HENRY SCHEIN, INC.	287.32	433499	
CAYMAN CHEMICAL COMPANY	107.00	433624	
RDB SERVICES	500.00	433642	
FUNCTION 4 LLC	24.96	433724	
JAIL - NO. 2			1,869.62*

NAME	AMOUNT	CHECK NO.	TOTAL
AAA LOCK & SAFE	87.50	433395	
MARK'S PLUMBING PARTS	332.28	433398	
JOHNSTONE SUPPLY	275.24	433420	
AVIALL	1,303.86	433426	
BOB BARKER CO., INC.	679.68	433428	
CITY OF BEAUMONT - WATER DEPT.	21.00	433432	
COASTAL WELDING SUPPLY	41.85	433436	
COBURN'S, BEAUMONT BOWIE (1)	573.30	433437	
CURETON & SON	108.00	433441	
ENTERGY	280.86	433458	
HERNANDEZ OFFICE SUPPLY, INC.	55.20	433464	
HERTZ CORPORATION	99.29	433465	
JOHNSON SUPPLY	126.49	433473	
MOORE SUPPLY, INC.	26.18	433483	
OFFICE DEPOT	109.64	433488	
RALPH'S INDUSTRIAL ELECTRONICS	10.40	433496	
SANITARY SUPPLY, INC.	1,779.25	433498	
AT&T	29.07	433506	
TRIANGLE COMPUTER & TELEPHONE	375.00	433513	
WHOLESALE ELECTRIC SUPPLY CO.	1,106.30	433518	
ADVANCED SYSTEMS & ALARM SERVICES,	835.00	433532	
WALMART COMMUNITY BRC	263.21	433546	
LOWE'S HOME CENTERS, INC.	3,363.75	433564	
INTERCONTINENTAL JET CORP	233.00	433584	
UNITED RENTALS	350.86	433588	
WORLD FUEL SERVICES	1,492.08	433619	
FIVE STAR CORRECTIONAL SERVICE	30,058.72	433625	
JEFFERSON COUNTY CREDIT CARDS	145.35	433629	
INDEPENDENT STATIONERS	311.83	433634	
COUNTY HOME AND RANCH LP	712.48	433638	
SAM'S CLUB DIRECT	879.44	433649	
SAFETY SOURCE APPAREL	124.95	433655	
MATERA PAPER COMPANY INC	631.50	433657	
BAYOU METALS SPECIALTY	16,750.00	433662	
LONE STAR UNIFORMS	76.00	433695	
REPUBLIC SERVICES	2,490.00	433699	
TURBINE AIRCRAFT COMPONENTS LLC	1,352.45	433720	
FUNCTION 4 LLC	354.97	433724	
JUVENILE PROBATION DEPT.			67,845.98*
LAURIE REEVES	24.00	433444	
FED EX	49.48	433451	
EDWARD B. GRIPON, M.D., P.A.	3,725.00	433455	
UNITED STATES POSTAL SERVICE	42.84	433548	
LATRICIA COLEMAN	103.72	433566	
SHANNA CITIZEN	57.78	433567	
KESHA NIXON	23.00	433594	
NISHA AMIN	400.00	433605	
SPOK INC	48.24	433676	
KAREN RIGGS	117.70	433698	
FUNCTION 4 LLC	38.82	433724	
JUVENILE DETENTION HOME			4,630.58*
ALL STAR PLUMBING	5,993.69	433422	
ENTERGY	6,753.51	433458	
HYDRO-CLEAN SERVICES, INC.	560.00	433466	
CHARMTEX INC.	586.80	433575	
FLOWERS FOODS	134.77	433576	
VANSCHECA SANDERS-CHEVIS	400.00	433597	
WASTEWATER TRANSPORT SERVICES LLC	918.00	433672	
EXCEL MEDICAL WASTE LLC	35.00	433691	
REPUBLIC SERVICES	455.00	433699	
FUNCTION 4 LLC	63.73	433724	
CONSTABLE PCT 1			15,900.50*
UNITED STATES POSTAL SERVICE	55.28	433548	
LEXISNEXIS- ACCURINT	118.45	433620	
GALLS LLC	759.00	433690	
EARL WHITE	23.75	433719	
FUNCTION 4 LLC	89.62	433724	
CONSTABLE-PCT 2			1,046.10*

NAME	AMOUNT	CHECK NO.	TOTAL
LEXISNEXIS- ACCURINT	118.45	433620	118.45*
CONSTABLE-PCT 4			
CASH ADVANCE ACCOUNT	731.85	433471	
TEXAS CODE BLUE LLC	110.00	433578	
DISH NETWORK	56.50	433598	
TRANSUNION RISK AND ALTERNATIVE	70.00	433683	
FUNCTION 4 LLC	19.41	433724	
CONSTABLE-PCT 6			987.76*
UNITED STATES POSTAL SERVICE	25.01	433548	
THE PRODUCTIVITY CENTER	156.00	433554	
LEXISNEXIS- ACCURINT	118.45	433620	
GALLS LLC	115.00	433690	
FUNCTION 4 LLC	19.41	433724	
CONSTABLE PCT. 8			433.87*
FUNCTION 4 LLC	89.56	433724	
AGRICULTURE EXTENSION SVC			89.56*
STARLA B. GARLICK	628.56	433414	
OFFICE DEPOT	129.84	433488	
WALMART COMMUNITY BRC	13.84	433546	
DAVID OATES	333.76	433705	
ALLEN HOMANN	32.10	433711	
FUNCTION 4 LLC	55.47	433724	
HEALTH AND WELFARE NO. 1			1,193.57*
CITY OF BEAUMONT	40.00	433423	
CLAYBAR FUNERAL HOME, INC.	1,500.00	433435	
ENTERGY	42.97	433462	
PETTY CASH - N C WELFARE	164.09	433490	
TEXAS STATE BOARD OF PHARMACY	225.50	433512	
AUSTIN CECIL WALKES MD PA	2,932.58	433516	
MCKESSON MEDICAL-SURGICAL INC	981.85	433531	
UNITED STATES POSTAL SERVICE	78.55	433548	
CENTERPOINT ENERGY RESOURCES CORP	70.00	433586	
CONNIE M ROBERTS	179.89	433596	
LEXISNEXIS- ACCURINT	118.45	433620	
BONNIE SWAIN	163.10	433628	
SPOK INC	22.86	433676	
FUNCTION 4 LLC	103.29	433724	
HEALTH AND WELFARE NO. 2			6,623.13*
NSO - NURSES SERVICE ORGANIZATION	218.00	433399	
O.W. COLLINS APARTMENTS	117.63	433438	
TEXAS STATE BOARD OF PHARMACY	225.50	433512	
AUSTIN CECIL WALKES MD PA	2,932.58	433516	
LEXISNEXIS- ACCURINT	118.45	433620	
SPOK INC	7.70	433676	
FUNCTION 4 LLC	38.82	433724	
NURSE PRACTITIONER			3,658.68*
SIERRA SPRING WATER CO. - BT	14.70	433553	
FUNCTION 4 LLC	19.41	433724	
CHILD WELFARE UNIT			34.11*
J.C. PENNEY'S	3,053.17	433560	
SEARS COMMERCIAL CREDIT	90.09	433561	
S&M FAMILY OUTLET	159.28	433565	
TYMIR WILSON PAYEE	20.00	433593	
J'LYNN HENDRIX	20.00	433615	
ANDREW REISNER	20.00	433630	
DIAMOND DELFIERRO PAYEE	60.00	433632	
ROBIN FRANK PAYEE	20.00	433651	

NAME	AMOUNT	CHECK NO.	TOTAL
ABBIE BLANDFORD	20.00	433667	
FATIMA ZAVALA	20.00	433669	
TYRE A WELLS	20.00	433670	
TRELIN FARR	20.00	433671	
TYTIANNA WELLS SIGARST	20.00	433675	
JAYLYNN MCCRAY PAYEE	20.00	433680	
DONALD ORCHID	50.00	433682	
JAVIER ZAVALA FC	20.00	433689	
MYA ARCEAUX	20.00	433693	
ISAAC JERRY	40.00	433708	
KENNY ROBINSON	50.00	433712	
RAVEN WILSON	20.00	433713	
SHAWN MOUTON	20.00	433714	
LARRY DOYLE	20.00	433725	
MACIE MCGARY	90.00	433726	
FAITH DOYLE	20.00	433727	
KYVIAUNT PAUL FC	60.00	433732	
JAMES MAXWELL	60.00	433733	
JACOB THORNTON	60.00	433734	
IVORY BUCKANAN	15.00	433735	
CASANDRA JONES	15.00	433736	
MAYAH QUEXANDA	15.00	433737	
VICTOR AHART	60.00	433738	
GABRIEL PEREZ	15.00	433739	
KAYDEN GUILLORY	15.00	433740	
LIAM HAGAN	15.00	433741	
JAYCEON MOORE	15.00	433742	
SKYLA CRANER	60.00	433743	
JAVIN COSTLEY	15.00	433745	
JADIA ROBINSON	15.00	433746	
JACORIEN BROUSSARD	15.00	433747	
JAMES MCDONALD	15.00	433748	
JAQAULIN LEWIS	15.00	433749	
HORATIO PACK	15.00	433750	
			4,407.54*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	89.62	433724	
			89.62*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	433604	
			3,773.00*
MAINTENANCE-BEAUMONT			
CERTIFIED LABORATORIES	267.00	433431	
W.W. GRAINGER, INC.	634.31	433453	
GRESHON TECH. SALES & SERV., INC.	232.94	433454	
ENTERGY	6,132.70	433458	
MCCOWN PAINT & SUPPLY OF TEXAS	113.24	433480	
RALPH'S INDUSTRIAL ELECTRONICS	254.85	433496	
SANITARY SUPPLY, INC.	1,179.62	433498	
ACE IMAGEWEAR	167.90	433503	
AT&T	651.38	433506	
TCT INDUSTRIES, INC.	186.00	433510	
WORTH HYDROCHEM	250.00	433519	
TEXAS STATE BOARD OF PLUMBING	40.00	433520	
EMERGENCY POWER SERVICE	970.50	433645	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	175.25	433688	
REPUBLIC SERVICES	1,365.00	433699	
HILL COUNTRY PEST CONTROL	350.00	433715	
FUNCTION 4 LLC	19.41	433724	
			12,990.10*
MAINTENANCE-PORT ARTHUR			
ALL-PHASE ELECTRIC SUPPLY	424.96	433439	
ENTERGY	4,134.65	433458	
SOLAR	76.17	433555	
LOWE'S HOME CENTERS, INC.	757.82	433564	
PARKER LUMBER	99.35	433626	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	387.44	433688	
FUNCTION 4 LLC	38.82	433724	
1ST SOURCE SERVALL	4.91	433751	
			5,924.12*
MAINTENANCE-MID COUNTY			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	19.15	433434	
ENTERGY	1,923.71	433458	
ACE IMAGEWEAR	61.52	433503	
W. JEFFERSON COUNTY M.W.D.	27.14	433517	
JEFFERSON COUNTY CREDIT CARDS	124.99	433629	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	433659	
REPUBLIC SERVICES	109.00	433699	
FUNCTION 4 LLC	19.41	433724	
SERVICE CENTER			4,210.44*
ACTION AUTO GLASS	231.50	433416	
SPIDLE & SPIDLE	14,885.60	433417	
J.K. CHEVROLET CO.	68.83	433467	
KINSEL FORD, INC.	135.63	433474	
M&D SUPPLY	32.95	433477	
THE MUFFLER SHOP	147.00	433484	
MUNRO'S	39.70	433485	
PHILPOTT MOTORS, INC.	895.59	433491	
AT&T	62.36	433506	
FRAN M. LEE	25.80	433521	
JEFFERSON CTY: TAX OFFICE	7.50	433538	
JEFFERSON CTY: TAX OFFICE	7.50	433539	
JEFFERSON CTY: TAX OFFICE	7.50	433540	
JEFFERSON CTY: TAX OFFICE	7.50	433541	
VOYAGER FLEET SYSTEM, INC.	7.50	433542	
PETROLEUM SOLUTIONS, INC.	19,024.04	433574	
BUMPER TO BUMPER	307.35	433579	
AMERICAN TIRE DISTRIBUTORS	474.41	433581	
mighty of SOUTHEAST TEXAS	1,428.00	433611	
CHASE ELECTRONICS	266.67	433637	
REPUBLIC SERVICES	130.00	433639	
MIDNIGHT AUTO	72.60	433699	
FUNCTION 4 LLC	79.95	433716	
VETERANS SERVICE	19.41	433724	
UNITED STATES POSTAL SERVICE			38,364.89*
HILARY GUEST	15.54	433548	
FUNCTION 4 LLC	113.33	433570	
MOSQUITO CONTROL FUND	66.56	433724	
HILO / O'REILLY AUTO PARTS			195.43*
ENTERGY	38.20	433404	
M&D SUPPLY	422.58	433458	
MUNRO'S	56.89	433477	
SANITARY SUPPLY, INC.	82.20	433485	
MCGRIFF, SEIBELS & WILLIAMS OF TX	119.70	433498	
REPUBLIC SERVICES	12,000.00	433571	
FUNCTION 4 LLC	72.60	433699	
TARGET SPECIALTY PRODUCTS	19.41	433724	
FAMILY GROUP CONFERENCING	3,686.40	433730	
FUNCTION 4 LLC			16,497.98**
J.C. FAMILY TREATMENT	19.41	433724	
PATRICIA VELASCO			19.41**
LAW LIBRARY FUND	1,365.00	433701	
FUNCTION 4 LLC			1,365.00**
EMPG GRANT	19.41	433724	
FUNCTION 4 LLC			19.41**
GRANT A STATE AID	61.95	433724	
			61.95**

NAME	AMOUNT	CHECK NO.	TOTAL
BI INCORPORATED YOUTH ADVOCATE PROGRAM SPOK INC	396.00 5,640.00 19.76	433534 433600 433676	6,055.76**
COMMUNITY SUPERVISION FND			
TDCJ - CASHIER'S OFFICE JEFFERSON CTY. COMMUNITY SUP. FRED PRYOR SEMINARS & CAREER TRACK UNITED STATES POSTAL SERVICE EXCEL MEDICAL WASTE LLC	800.00 3,128.51 99.00 151.17 175.00	433430 433469 433493 433548 433691	4,353.68**
JEFF. CO. WOMEN'S CENTER			
FAST SIGNS, INC. MARKET BASKET OFFICE DEPOT FRED PRYOR SEMINARS & CAREER TRACK SYSCO FOOD SERVICES, INC. TOWER COMMUNICATIONS, INC. CLASSIC FORMS AND PRODUCTS BEN E KEITH FOODS ATTABOY TERMITES & PEST CONTROL SAM'S CLUB DIRECT MATERA PAPER COMPANY INC SPOK INC EXCEL MEDICAL WASTE LLC REPUBLIC SERVICES CINTAS CORPORATION FUNCTION 4 LLC	77.00 10.30 137.44 79.00 1,239.70 60.00 921.60 1,226.63 50.00 189.29 127.83 16.41 35.00 91.00 77.26 38.82	433450 433479 433488 433493 433509 433545 433573 433577 433616 433649 433657 433676 433691 433699 433710 433724	4,377.28**
DWI PRETRIAL DIVERSION			
JCCSC	360.00	433631	360.00**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	24.96	433724	24.96**
DRUG DIVERSION PROGRAM			
CASH ADVANCE ACCOUNT JEFFERSON COUNTY CREDIT CARDS FUNCTION 4 LLC	345.00 158.46 22.19	433471 433629 433724	525.65**
COUNTY CLERK - RECORD MGT			
PCM-G	11,605.30	433614	11,605.30**
HOTEL OCCUPANCY TAX FUND			
JOHNSEN'S WHOLESALE FLORIST, INC. MUNRO'S AT&T UNITED STATES POSTAL SERVICE REPUBLIC SERVICES FUNCTION 4 LLC	88.00 151.10 179.44 6.56 72.60 179.34	433472 433485 433506 433548 433699 433724	677.04**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	38.82	433724	38.82**
COUNTY CLERK ELECTION CON			
JEFFERSON COUNTY REPUBLICAN PARTY	16.15	433549	16.15**
AIRPORT FUND			
AAAE / DEPT. A&J ENGINE SERVICE HILO / O'REILLY AUTO PARTS BRACKETT AIRCRAFT CO., INC. COASTAL WELDING SUPPLY	1,985.00 5,152.95 43.60 220.52 140.31	433396 433397 433404 433429 433436	

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	107.13	433451	
ENTERGY	11,600.31	433460	
ENTERGY	22.44	433461	
NOACK LOCKSMITH	30.00	433486	
OFFICE DEPOT	180.88	433488	
RALPH'S INDUSTRIAL ELECTRONICS	359.90	433496	
SAMPSON STEEL CORP.	25.00	433497	
SMART'S TRUCK & TRAILER, INC.	138.84	433504	
AT&T	599.74	433506	
TRI-CITY COFFEE SERVICE	232.85	433514	
CDW COMPUTER CENTERS, INC.	97.60	433528	
UNITED STATES POSTAL SERVICE	1.38	433548	
SAVANT'S COLLISION CENTER, INC.	250.00	433562	
DISH NETWORK	98.01	433598	
HLAVINKA EQUIPMENT COMPANY	113.04	433599	
ROSENBAUER FIREFIGHTING TECHNOLOGY	6,366.32	433608	
JEFFERSON COUNTY CREDIT CARDS	2,182.00	433629	
CRAWFORD ELECTRIC SUPPLY COMPANY	35.45	433654	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	433659	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	22.27	433666	
EASTERN AVIATION FUELS INC	47,730.72	433677	
SURVIVAL AIR SYSTEMS	467.82	433687	
REPUBLIC SERVICES	217.80	433699	
FUNCTION 4 LLC	38.82	433724	
SAGE PARTS PLUS INC	566.20	433728	
SE TX EMP. BENEFIT POOL			83,367.12**
STANDARD INSURANCE COMPANY	22,148.57	433590	
RELIANCE STANDARD LIFE INSURANCE	5,625.48	433592	
CHLIC-CHICAGO	62,332.34	433617	
COMPASS PROFESSIONAL HEALTH SERVICE	6,190.00	433663	
SA BENEFITS SERVICES LLC	28,758.74	433664	
SETEC FUND			125,055.13**
INDUSTRIAL & COMMERCIAL MECHANICAL			
REPUBLIC SERVICES	1,652.00	433648	
	812.80	433699	
LIABILITY CLAIMS ACCOUNT			2,464.80**
REPUBLIC SERVICES			
	866.03	433700	
WORKER'S COMPENSATION FD			866.03**
TRISTAR RISK MANAGEMENT			
	6,453.58	433587	
SHERIFF'S FORFEITURE FUND			6,453.58**
A-1 TINT & ACCESSORIES			
HOME FURNITURE COMPANY	259.00	433400	
OFFICE DEPOT	2,289.06	433401	
TED'S UPHOLSTERY	1,753.39	433488	
PROFESSIONAL LAW ENFORCEMENT TRAIN	405.00	433527	
JEFFERSON COUNTY CREDIT CARDS	275.00	433618	
	200.00	433629	
APPELLATE JUDICIAL SYSTEM			5,181.45**
9TH COURT OF APPEALS			
	1,955.00	433606	
MARINE DIVISION			1,955.00**
ENTERGY	487.28	433458	
RITTER @ HOME	114.88	433495	
SETZER HARDWARE, INC.	10.70	433502	
AT&T	81.90	433506	
VERIZON WIRELESS	531.86	433543	
BUMPER TO BUMPER	75.30	433581	
THE DINGO GROUP-PETE JORGENSEN MARI	4,619.85	433602	
C & I OIL COMPANY INC	9,783.44	433613	
SILSSEE FORD INC	163.14	433661	
ASAP - CONSTABLE PCT 8			15,868.35**
RITA HURT			
	275.00	433641	
			275.00**
			741,762.55***

**AGENDA ITEM****May 15, 2017**

Consider, possibly approve, receive and file the Annual Audit for Jefferson County Emergency Services District #3 in accordance with the Texas Health & Safety Code, Sec. 775.082.

**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 9, 2017

**Via Hand Delivery**

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

Re: Jefferson Co. ESD No. 3 – Fiscal Year 2015-16 Audit Report  
B&O File No. 86971.

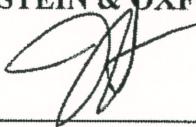
Dear Judge Branick and County Commissioners,

Enclosed please find Jefferson County Emergency Services District No. 3's annual audit report for the fiscal year ended September 30, 2016, which is being submitted to the Jefferson County Commissioners' Court in accordance with Section 775.082 of the Texas Health & Safety Code.

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**

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

  
Joshua C. Heinz

JCH/jer  
Enclosure

cc: **Via Email**

Hon. Jeff Branick, County Judge  
Mr. Fred Jackson  
Board of Commissioners, JCESD No. 3  
District Chief, JCESD No. 3

JEFFERSON COUNTY EMERGENCY  
SERVICES DISTRICT NO. 3

ANNUAL FINANCIAL REPORT  
FOR THE YEAR ENDED SEPTEMBER 30, 2016

JEFFERSON COUNTY  
EMERGENCY SERVICES  
DISTRICT NO. 3

Annual Financial Report

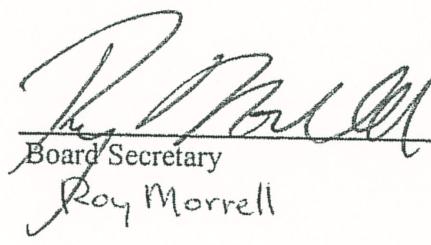
*For the Year Ended September 30, 2016*

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3  
CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2016 at a meeting of the Board of Commissioners held on the 10th day of April, 2016.



Board President Vice President  
Brandon Rose



Board Secretary  
Roy Morrell

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
 Annual Financial Report  
 For The Year Ended SEPTEMBER 30, 2016

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## *INTRODUCTORY SECTION*

**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3**

**JEFFERSON COUNTY, TEXAS**

**FOR THE YEAR ENDED SEPTEMBER 30, 2016**

**Board of Commissioners**

Terrence Simon  
Brandon Rose  
Doug Harvill  
Doug Almond  
Mike Doguet

President  
Vice President  
Secretary  
Treasurer  
Assistant Treasurer

**Command Staff**

Doug Saunders

Fire Chief

## *FINANCIAL SECTION*

# J. R. Edwards & Associates, LLC

## Certified Public Accountants

April 5, 2017

### INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners  
Jefferson County Emergency Services District No. 3  
Jefferson County, Texas

We have audited the accompanying financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 3, as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the District's basic 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.

#### Auditor's Responsibility

Our responsibility is to express opinions 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 opinions.

#### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund the Jefferson County Emergency Services District No. 3, as of September 30, 2016, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Jefferson County Emergency Services District No. 3  
Page 2

### **Other Matters**

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 - 9 and page 25 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*J.R. Edwards & Associates, LLC*

**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3****MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**SEPTEMBER 30, 2016**

In this section of the Annual Financial Report, we, the managers of the Jefferson County Emergency Services District No. 3 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2016. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 2, and the District's Basic Financial Statements that begin on page 10.

**FINANCIAL HIGHLIGHTS**

- The District's total combined net position was \$1,197,361 at September 30, 2016.
- During the year, the District's revenues were \$49,053 more than the \$308,938 generated in expenses for governmental activities.
- The general fund reported a fund balance this year of \$311,368. All is for unrestricted use by the District.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

**Government-Wide Financial Statements.** The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all of the current year's revenues and expenses regardless of when cash is received or paid. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

MANAGEMENT'S DISCUSSION AND ANALYSIS

SEPTEMBER 30, 2016

**OVERVIEW OF THE FINANCIAL STATEMENTS - Continued**

**Fund Financial Statements.** A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- **Governmental Funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

**Notes to the Financial Statements.** The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-24 of this report.

**Required Supplementary Information.** In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 25 of this report.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3  
 MANAGEMENT'S DISCUSSION AND ANALYSIS  
 SEPTEMBER 30, 2016

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

Our analysis focuses on the Net Position (Table I) and Changes in Net Position (Table II) of the District's governmental activities.

The District's combined net position was \$1,197,361 at September 30, 2016. (See Table I)

**Table I**  
**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3**  
**Net Position**

	September 30, 2016	September 30, 2015
Current and Other Assets	\$ 328,237	\$ 265,601
Capital Assets	1,051,079	1,122,397
Total Assets	<u>1,379,316</u>	<u>1,387,998</u>
Long-term Liabilities	122,853	180,597
Other Liabilities	59,102	59,093
Total Liabilities	<u>181,955</u>	<u>239,690</u>
Net Assets:		
Invested in Capital Assets Net of Related Debt	870,483	884,910
Unrestricted	326,878	263,398
Total Net Position	<u>\$ 1,197,361</u>	<u>\$ 1,148,308</u>

Approximately \$900,000 of the District's net position represents investments in capital assets net of related debt. The \$328,237 of unrestricted net position represents resources available to fund the programs of the District next year.

**Changes in net position.** The District's total revenues were \$357,991. For the current year most of the revenues resulted from property taxes levied and miscellaneous revenues accounted for less than one percent.

In future years most of the District's revenues will be derived from property taxes.

Total Cost of all programs and services was \$308,938. The net position of the District for the current year increased \$49,053 (see Table II on page 7 of this report).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3  
 MANAGEMENT'S DISCUSSION AND ANALYSIS  
 SEPTEMBER 30, 2016

**GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued**

Key elements of the governmental activities of the District are reflected in the following table.

**TABLE II**  
**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3**  
**Changes in Net Position**

	September 30, 2016	September 30, 2015
<b>Revenues:</b>		
General Revenues:		
Maintenance and Operations Taxes	313,055	319,244
Grants & Private Contribution	12,150	-
Miscellaneous	32,786	2,679
Loss on Disposition of Asset	-	(3,512)
Total Revenue	<u>357,991</u>	<u>318,411</u>
<b>Expenses:</b>		
General government	40,327	29,115
Fire and emergency services	<u>268,611</u>	<u>269,188</u>
Total Expenses Governmental Activities	<u>308,938</u>	<u>298,303</u>
Increase (Decrease) in Net Assets	49,053	20,108
Net Position - October 1 (Beginning)	1,148,308	1,128,200
Net Position - September 30 (Ending)	<u>\$ 1,197,361</u>	<u>\$ 1,148,308</u>

**GOVERNMENTAL ACTIVITIES**

- Property tax rates were set at \$.08753 per \$100 valuation for M&O. The rate for 2016-2017 is set at \$.08753 per \$100 of taxable valuation for M&O.

**FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS**

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**GENERAL FUND BUDGETARY HIGHLIGHTS**

There were few budget amendments for the 2015-2016 year and all were approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3  
 MANAGEMENT'S DISCUSSION AND ANALYSIS  
 SEPTEMBER 30, 2016

**CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY**

**Capital Assets.** At September 30, 2016 the District had \$1.1 million (net of depreciation) invested in capital assets, buildings, equipment and vehicles.

	September 30, 2016	September 30, 2015
Buildings and Improvements	\$ 273,000	\$ 273,000
Emergency equipment and vehicles	1,128,254	1,105,739
<b>Totals</b>	<b>1,401,254</b>	<b>1,378,739</b>
<b>Less Accumulated Depreciation:</b>		
Buildings and Improvements	(35,983)	(17,866)
Emergency equipment and vehicles	(314,192)	(238,476)
<b>Total Accumulated Depreciation</b>	<b>(350,175)</b>	<b>(256,342)</b>
<b>Net Capital Assets</b>	<b>\$ 1,051,079</b>	<b>\$ 1,122,397</b>

**Long-Term Debt.** At year-end, the District had \$180,596 in notes payable and tax exempt obligations outstanding. More detailed information about the District's long-term liabilities is presented in the notes to the financial statements.

**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3  
 Outstanding Debt**

	September 30, 2016	September 30, 2015
Governmental activities:		
Contractual Obligations	\$ 92,585	\$ 121,707
Note Payable	88,011	115,780
<b>Total</b>	<b>\$ 180,596</b>	<b>\$ 237,487</b>

**ECONOMIC FACTORS AND NEW YEAR'S BUDGETS AND RATES**

- Appraised value used for 2016-2017 budget preparation decreased slightly and the tax rate remained consistent.
- The amount of taxes levied for the 2016-2017 fiscal year decreased but expenditures are set to decrease, so fund balance is projected to increase for the next fiscal year.

**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3****MANAGEMENT'S DISCUSSION AND ANALYSIS****SEPTEMBER 30, 2016****CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the District's Fire Chief, P.O. Box 697 China, Texas 77613.

## *BASIC FINANCIAL STATEMENTS*

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
 STATEMENT OF NET POSITION  
 FOR THE YEAR ENDED SEPTEMBER 30, 2016

## EXHIBIT A

	Primary Government
	Governmental Activities
<b>ASSETS</b>	
Cash and cash equivalents	\$ 305,828
Taxes receivable - net of allowance	16,996
Prepays	5,413
Capital assets:	
Buildings, property, and equipment, net	1,051,079
Total Assets	<u><u>1,379,316</u></u>
<b>LIABILITIES</b>	
Accounts payable	1,359
Non-current liabilities:	
Due within one year	57,743
Due in more than one year	122,853
Total Liabilities	<u><u>181,955</u></u>
<b>NET POSITION</b>	
Net investment in capital assets	870,483
Unrestricted	326,878
Total Net Position	<u><u>\$ 1,197,361</u></u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
 STATEMENT OF ACTIVITIES  
 FOR THE YEAR ENDED SEPTEMBER 30, 2016

## EXHIBIT B

Functions / Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	
		Primary Government	Governmental Activities	
Governmental activities:				
General government	\$ 40,327	\$ -	\$ -	\$ (40,327)
Fire and emergency services	268,611	-	-	(268,611)
Total governmental activities	308,938	-	-	(308,938)
Total Primary Government	\$ 308,938	\$ -	\$ -	\$ (308,938)
Property taxes, penalties and interest				313,055
Contributions not restricted to specific programs				12,150
Other miscellaneous				32,786
Total general revenues				357,991
Change in Net Position				49,053
Net Position- Beginning				1,148,308
Net Position - Ending				\$ 1,197,361

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
 BALANCE SHEET - GOVERNMENTAL FUNDS  
 SEPTEMBER 30, 2016

## EXHIBIT C

	Total Governmental Funds	
	General Fund	
<b>ASSETS:</b>		
Cash and cash equivalents	\$ 305,828	
Property taxes receivable (net of allowances for doubtful accounts)	16,996	
Prepaid items	5,413	
<b>TOTAL ASSETS</b>	<b>\$ 328,237</b>	
<b>LIABILITIES AND FUND BALANCES:</b>		
<b>LIABILITIES:</b>		
Accounts payable	\$ 1,359	
<b>TOTAL LIABILITIES</b>	<b>1,359</b>	
<b>DEFERRED INFLOWS OF RESOURCES:</b>		
Unavailable revenue - property tax	15,510	
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>15,510</b>	
<b>FUND BALANCES:</b>		
Unassigned Fund Balance	311,368	
Total fund balances	311,368	
<b>TOTAL LIABILITIES DEFERRED INFLOWS AND FUND BALANCE</b>	<b>\$ 328,237</b>	

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO  
THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2016

## EXHIBIT C-1

Governmental fund balance as reported on the balance sheet for governmental funds.	\$ 311,368
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	1,051,079
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.	(180,596)
Recognition of deferred revenue as revenue increases net position.	<u>15,510</u>
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u><u>\$ 1,197,361</u></u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
 FUND BALANCES - GOVERNMENTAL FUNDS  
 FOR THE YEAR ENDED SEPTEMBER 30, 2016

## EXHIBIT D

	Total Governmental Funds
	General Fund
<b>REVENUES</b>	
Property taxes, penalties and interest	\$ 312,272
Other miscellaneous	44,936
Total revenue	<u><u>357,208</u></u>
<b>EXPENDITURES:</b>	
Current:	
General government	40,327
Fire and emergency services	197,294
Total expenditures	<u><u>237,621</u></u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u><u>119,587</u></u>
<b>OTHER FINANCING SOURCES (USES)</b>	
Issuance of debt	
Principal payments on loan	(56,890)
Total other financing sources and uses	<u><u>(56,890)</u></u>
NET CHANGE IN FUND BALANCES	62,697
FUND BALANCES - BEGINNING	<u><u>248,671</u></u>
FUND BALANCES - ENDING	<u><u>\$ 311,368</u></u>

The accompanying notes are an integral part of this financial statement.

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT D-1

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED SEPTEMBER 30, 2016

Net change in fund balances - total governmental funds (Exhibit D) \$ 62,697

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital Outlay	\$ 22,515
Depreciation	<u>(93,833)</u>
	(71,318)

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.

Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues increased by this amount in the current period. 56,890

Change in net position of governmental activities (Exhibit B) \$ 49,053

The accompanying notes are an integral part of this financial statement.

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016

### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Basis of Presentation

The financial statements of the Jefferson County Emergency Services District No. 3 (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

#### A. Reporting Entity

On November 8, 2011, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. On November 8, 2011, the County Commissioners Court of Jefferson County, Texas approved the order to form the Jefferson County Emergency Services District No. 3. The District was formed on October 1, 2012 and operates under Board of Commissioners appointed by the Commissioners Court of Jefferson County. The District services the areas previously serviced by the City of Nome and the City of China Volunteer Fire departments. The District is exempt from federal income taxes, state sales tax and state franchise tax.

#### B. Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information on all of the nonfiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The District currently does not have any business-type activities or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

#### C. Fund Financial Statements

The fund financial statements provide information about the government's funds. The emphasis of fund financial statements is on major governmental funds. At this time the District only has one fund.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
 NOTES TO FINANCIAL STATEMENTS  
 SEPTEMBER 30, 2016

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**D. Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

**E. Budgetary Data**

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

- a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.
- b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.
- c. Prior to September 30<sup>th</sup>, the budget is legally adopted.
- d. Budget appropriations lapse at year-end and are re-established in the succeeding year.
- e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
 NOTES TO FINANCIAL STATEMENTS  
 SEPTEMBER 30, 2016

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**F. Cash and Investments**

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Short-term investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

**G. Property Taxes Receivable**

Property appraisal within the District is the responsibility of the Jefferson County Appraisal District (Appraisal District). The Appraisal District is required under the Property Tax Code to appraise all property within the County on the basis of 100% of its market value.

In the governmental fund financial statements, property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

**H. Receivables**

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

**I. Prepaid Items**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

**J. Capital Assets**

Capital assets which include property, furniture, and equipment are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. When assets are retired or otherwise disposed of, the related costs or other recorded amounts are removed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20-30
Leasehold Improvements	15-30
Furniture and Equipment	5-10
Vehicles	5-15

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**K. Long-term Obligations**

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures. The accounting for proprietary funds is the same in the fund statements as it is in the government-wide statements.

**L. Fund Equity**

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

**Non-spendable Fund Balance** – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

**Restricted Fund Balance** – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

**Committed Fund Balance** – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

**Assigned Fund Balance** – the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

**Unassigned Fund balance** – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3**

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2016**

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**M. Implementation of New Standards**

GASB Statement 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

**N. Date of Management's Review**

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through April 5, 2017, the date that the financial statements were available to be issued.

**NOTE 2: CASH AND INVESTMENTS**

At year-end, the District's carrying amount of deposits was \$305,828 and the bank balance was \$306,528. At September 30, 2016 the bank balance was covered by federal depository insurance. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. Of the bank balance, 250,000 was covered by federal depository insurance. The remaining bank balance was collateralized by securities held by the District's agent in name of the District.

**NOTE 3: PROPERTY TAXES**

Property taxes are collected by Allison Nathan Getz, Jefferson County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District during 2016 was \$.08753 per \$100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a 60 day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2015 was \$354,322,476. Property taxes receivable for 2016 are \$28,296 net of allowance for doubtful accounts of \$11,300.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3  
 NOTES TO FINANCIAL STATEMENTS  
 SEPTEMBER 30, 2016

**NOTE 4: CAPITAL ASSETS**

Capital asset activity for the governmental activities for the year ended September 30, 2016 was as follows:

Governmental Activities	Beginning Balance	Current Year Increases	Decreases	Ending Balance
Capital assets being depreciated:				
Buildings	\$ 273,000	\$ -	\$ -	\$ 273,000
Fire equipment and vehicles	1,105,739	22,515	-	1,128,254
Total capital assets being depreciated:	<u>1,378,739</u>	<u>22,515</u>	<u>-</u>	<u>1,401,254</u>
Less accumulated depreciation:				
Buildings	(17,866)	(18,117)	-	(35,983)
Fire equipment and vehicles	(238,476)	(75,716)	-	(314,192)
Total accumulated depreciation	<u>(256,342)</u>	<u>(93,833)</u>	<u>-</u>	<u>(350,175)</u>
Total capital assets being depreciated, net	<u>1,122,397</u>	<u>(71,318)</u>	<u>-</u>	<u>1,051,079</u>
Governmental activities capital assets, net	<u>\$ 1,122,397</u>	<u>\$ (71,318)</u>	<u>\$ -</u>	<u>\$ 1,051,079</u>

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Public Safety	\$ 93,833
Total Depreciation Expense - Governmental Activities	<u>\$ 93,833</u>

**NOTE 5: SHORT TERM DEBT**

The Texas Health & Safety Code section 775.031 authorizes Districts to borrow money in order to perform the functions of the district and to provide emergency services. Upon formation, the District obtained an unsecured line of credit to cover expenditures prior to receipt of initial tax revenue. The District's line of credit is with Community Bank of Texas, N.A. Borrowings are permitted up to \$100,000 and interest is payable monthly at a rate of 2.15% per annum based on year of 360 days. There was no outstanding balance as of September 30, 2016.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016

**NOTE 6: LONG TERM DEBT**

The District entered into loan agreements for the purchase of vehicles for fire and emergency services.

Long-term debt at September 30, 2016, is summarized as follows:

Date Issued	Amount	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2013	132,475	2020	\$20,000	2.15%	72,475
2014	38,841	2018	\$7,768	2.15%	15,537
					<u>\$ 88,012</u>

Interest on the 2013 loan shall be computed at a fixed rate of 2.15% for three years; thereafter, until maturity, at a rate per annum which is sixty-six percent (66%) of the index, but in no event to exceed the highest lawful rate. Adjustments in the varying rate in interest will be made on each anniversary date of the note beginning March 1, 2016.

The District entered into a tax exempt master lease-purchase agreement with Oshkosh Capital for the purpose of financing a pump truck. The contract is designated as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. Amounts outstanding as of September 30, 2016 are as follows:

Date of Issue	Original Issue	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2014	\$ 150,000	2018	\$32,688	5.69%	<u>\$ 92,585</u>

Annual requirements to maturity for the loan is as follows:

Year Ending September 30,	Principal	Interest	Total
2017	57,743	4,123	61,866
2018	58,622	2,801	61,423
2019	44,232	1,391	45,623
2020	20,000	472	20,472
Total	\$ 180,597	\$ 8,787	\$ 189,384

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

**NOTES TO FINANCIAL STATEMENTS**

NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016

**NOTE 6: LONG TERM DEBT- Continued**

### Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2015, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Contractual Obligations	121,707	-	29,122	92,585	29,975
Loan payable	115,780	-	27,768	88,012	27,768
Governmental activities					
Long-Term Liabilities	\$ 237,487	\$ -	\$ 56,890	\$ 180,597	\$ 57,743

#### NOTE 7: OTHER INFORMATION

#### A. Interlocal Agreement

The District continues an agreement with the Orange County Emergency Services District No. 1 (ESD No. 1) of Orange County, Texas for the exchange of dispatch services. ESD No. 1 shall be responsible for providing necessary communication services to the District as stated in the agreement. All dispatch personnel shall be employees of ESD No. 1 and subject to all rules and regulations regarding ESD No. 1 employees. The District shall be responsible for maintaining its own radio equipment and related equipment maintenance as needed for the provision of communication services provided. The District agrees to pay the ESD No. 1 \$13,000 annually for these services. An amended agreement will be required if any additional costs are incurred.

## B. Risk Management

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

### C. Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2016

**NOTE 8—LEASES**Operating Leases

The District is committed under an operating lease that can be canceled with 120 days' notice, for the use of the Nome Fire Station (in the General Fund). Future minimum operating lease commitments are as follows:

Year ending September 30,

2017	\$ 600
2018	600
2019	600
2020	600
Total	<u>\$ 2,400</u>

The above lease contains two automatic five year renewal terms.

**NOTE 9 – SUBSEQUENT EVENT**

The following event and transaction occurred subsequent to September 30, 2016:

- In January 2017, the District approved the purchase, and related financing, of property in Meeker, for \$250,000. The financing will be provided by Government Capital and will cover the cost of the property and structure improvements to the building on the property. The loan has a life of 10 years.

## *REQUIRED SUPPLEMENTARY INFORMATION*

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

## EXHIBIT E

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
 BUDGET AND ACTUAL - GENERAL FUND  
 FOR THE YEAR ENDED SEPTEMBER 30, 2016

	Budgeted Amounts	Actual Amounts	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>			
Property taxes, penalties and interest	\$ 308,541	\$ 312,272	\$ 3,731
Other miscellaneous	34,150	44,936	10,786
<b>Total revenue</b>	<b>342,691</b>	<b>357,208</b>	<b>14,517</b>
<b>EXPENDITURES</b>			
Current:			
General government	42,959	40,327	2,632
Fire and emergency services	199,200	197,294	1,906
<b>Total expenditures</b>	<b>242,159</b>	<b>237,621</b>	<b>4,538</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>			
	<b>100,532</b>	<b>119,587</b>	<b>19,055</b>
<b>OTHER FINANCING SOURCES (USES)</b>			
Principal Payments on loan	(56,890)	(56,890)	-
Total other financing sources and uses	(56,890)	(56,890)	-
<b>NET CHANGE IN FUND BALANCES</b>			
	<b>43,642</b>	<b>62,697</b>	<b>19,055</b>
<b>FUND BALANCES AT BEGINNING OF YEAR</b>			
	<b>248,671</b>	<b>248,671</b>	<b>-</b>
<b>FUND BALANCE AT END OF YEAR</b>			
	<b>\$ 292,313</b>	<b>\$ 311,368</b>	<b>\$ 19,055</b>

The accompanying notes are an integral part of this financial statement.

## *COMPLIANCE SECTION*

# J. R. Edwards & Associates, LLC

## Certified Public Accountants

April 5, 2017

### ***INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS***

Board of Commissioners  
Jefferson County Emergency Services District No. 3  
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 3 (District), as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated April 5, 2017.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Jefferson County Emergency Services District No. 3 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an

Jefferson County Emergency Services District No. 3  
Page 2

opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*J.R. Edwards & Associates, LLC*



# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 15th day of May, 2017, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted.

## DOWNTOWN BEAUMONT CULTURAL ARTS DISTRICT

WHEREAS, a cultural district has been designated to assist the district and county to develop a public-private partnership to support said district; and

WHEREAS, the SOUTHEAST TEXAS ARTS COUNCIL has signed a resolution of support for said cultural district; and

WHEREAS, the Texas Commission on the Arts will be petitioned to designate said cultural district; and

WHEREAS, Jefferson County endorses the submission of this application and agrees to participate in the development and financial support of said cultural district to promote economic development of said cultural district within the context of preservation and rehabilitation of our historic buildings; and

WHEREAS, the cultural district would promote economic and tourism development of said cultural district and county; and

WHEREAS, the Commissioners Court will appoint a person to represent the county on the governing board of said cultural district.

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County, Texas does approve of the establishment of the Downtown Beaumont Cultural Arts District and we urge all residents of county and especially those citizens who own property or businesses within said cultural district to support, promote and help maintain activities and events in said district.

SIGNED this 15th day of May, 2017.

JUDGE JEFF R. BRANICK  
COUNTY JUDGE

  
Eddie Arnold  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

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



  
Michael Sinegal  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
Everette D. Alfred  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

**AGENDA ITEM****May 15, 2017**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Quitclaim Deed from Jefferson County to Jacque Bergeron, Trustee of the Clifton Bergeron, Sr. Caring Trust to abandon property that Jefferson County, Texas no longer wishes to possess, pursuant to the Texas Transportation Code, Chapter 251.051.



## SPECIAL WARRANTY DEED

Date:

Grantor: Jefferson County, Texas

Grantor's Mailing Address:

P.O. Box 4025  
Beaumont, Jefferson County, TX 77704

Grantee: Jacque R. Bergeron, Trustee of Clifton J. Bergeron, Sr. Caring Trust established on January 7, 2000 and as Amended.

Grantee's Mailing Address:

P.O Box 395  
Hamshire, TX 77622

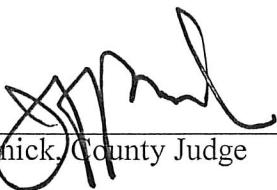
Consideration: TEN (\$10.00) DOLLARS and other valuable consideration

Property (including any improvements):

That certain tract or parcel of land, in Tract 1, lying between and situated in the County of Jefferson, State of Texas, a fee interest in land which was deeded to Jefferson County by Clifton J. Bergeron, Sr., Trustee of the Clifton J. Bergeron, Sr. Caring Trust on July 18, 2007, and which is described by more particularity in Exhibit "A" ( attached hereto and incorporated herein) which is recorded in the Deed Records of Jefferson County, Texas at File No. 2007032613.

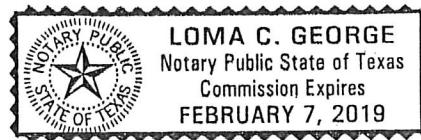
For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

  
Jeff R. Branick, County Judge

STATE OF TEXAS  
COUNTY OF JEFFERSON

This instrument was acknowledged before me on this 15<sup>th</sup> day of May, 2018  
by Jeff R. Branick, County Judge of Jefferson County, Texas for the purposes stated  
hereinabove.



*Loma C. George*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO :  
Jeff R. Branick, County Judge  
P.O. box 4025  
Beaumont, TX 77704

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Carolyn L. Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

May 15, 2017 03:15:59 PM

FEE: \$0.00 JOHNSONW 2017016090



## Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 15th day of May, 2017, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

**COVERDELL FORENSIC SCIENCES IMPROVEMENT PROGRAM**

**WHEREAS**, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Crime Lab Funding Project be operated for the 2018 project year; and

**WHEREAS**, this grant will not require matching funds; and

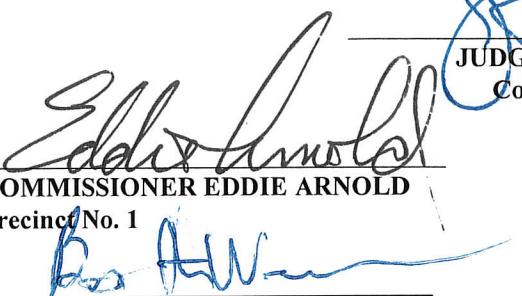
**WHEREAS** The Jefferson County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Jefferson County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full; and

**WHEREAS**, The Jefferson County Commissioner's Court designates the Jefferson County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

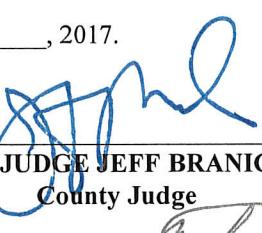
**NOW, THEREFORE, BE IT RESOLVED** Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Crime Lab Funding Project to the Office of the Governor, Criminal Justice Division.

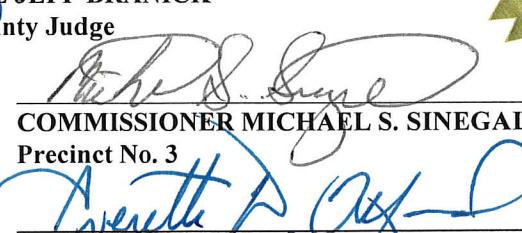
**Grant /Application Number 3419501**

SIGNED this 15th day of May, 2017.

  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
JUDGE JEFF BRANICK  
County Judge

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



### Sec.V11 (e) of Abatement Policy

It is specifically understood and agreed by the owner that, if at any time during the effective dates of an agreement relating to abatement, the owner files or prosecutes an action to contest the appraised value of any property of the owner or owner's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner or its affiliates shall become null and void and cancelled.

**Special, May 15, 2017**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, May 15, 2017