

**SPECIAL, 9/21/2015 1:30:00 PM**

BE IT REMEMBERED that on September 21, 2015, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff (ABSENT)

HOBBS

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*September 21, 2015*

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



**NOTICE OF MEETING AND AGENDA  
 OF COMMISSIONERS' COURT  
 OF JEFFERSON COUNTY, TEXAS  
 September 21, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **21st** day of **September 2015** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

WORKSHOP: 10:30 a.m. - A presentation from Mr. Don Rao, Jefferson County Director of Engineering, regarding the existing agreement between Jefferson County and the City of Beaumont concerning platting and regulation of buildings and subdivisions within the Beaumont ETJ.

WORKSHOP: 11:00 a.m. - To Hear presentation from Correct Care Solutions regarding the provision of inmate Healthcare Services.

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

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

## **PURCHASING:**

1. Consider and approve specifications for Request for Proposal (RFP 15-015/JW), Emergency Disaster Assistance Recovery for Jefferson County.

**SEE ATTACHMENTS ON PAGES 9 - 85**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file Change Order No. 9 for (IFB 14-018/KJS), Jefferson County New Health Clinic – (TDRA – Round I Disaster Project Now Funded by GLO) with N & T Construction for an increase of \$71,505.57 for the installation of technology cabling, phone cabling, local panic button system, camera cabling, interior signage, and exterior signage; bringing the total contract amount from \$2,004,600.63 up to \$2,076,106.20. This change order will increase the number of contract working days by 25 days, bringing the total number of contract working days from 372 days up to 397 days.

**SEE ATTACHMENTS ON PAGES 86 - 115**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve a correction of a VIN # for a vehicle sold by Horn's Auction on September 5, 2015. For the 2000 GMC dump truck that had previously been listed under VIN #1GDM7H1C3YJ510803, the correct VIN # is #1GDM7H1C3YJ510736.

**SEE ATTACHMENTS ON PAGES 116 - 116**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*September 21, 2015*

4. Consider approve inter-department transfer of County property as authorized by Local Government Code §262.11 (j.)

SEE ATTACHMENTS ON PAGES 117 - 118

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## ADDENDUMS

5. Consider and approve, execute, receive and file Work Order (No. 17-12-018/KJS) with Garver, LLC. for Development of Airport Zoning for Jack Brooks Regional Airport, for a lump sum cost of \$9,750.00.

SEE ATTACHMENTS ON PAGES 119 - 123

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## COUNTY AUDITOR:

6. Consider and approve budget transfer - Printing - replacement of computer.

120-1018-419-6002	COMPUTER EQUIPMENT	\$1,750.00	
120-1018-419-5077	CONTRACTUAL SERVICE		\$1,750.00

SEE ATTACHMENTS ON PAGES 124 - 128

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

7. Consider and approve budget transfer - Dispute Resolution Center - additional cost for supplies.

120-2060-412-3078	OFFICE SUPPLIES	\$1,500.00	
120-2060-412-4052	POSTAGE		\$1,500.00

**SEE ATTACHMENTS ON PAGES 129 - 129**

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

8. Consider and approve acceptance of 2015 Port Security Grant and authorize County Auditor to submit required acceptance forms through FEMA's ND Grant system.

**SEE ATTACHMENTS ON PAGES 130 - 144**

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

9. Regular County Bills check #411959 through check #412217.

**SEE ATTACHMENTS ON PAGES 145 - 154**

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

## **COUNTY CLERK:**

10. Consider and approve Microfilm/Data Storage Service Agreement with Brown's River Marotti Co. (KOFIL) to store County Clerk's microfilm off-site. These records date back from 1826 to present. There are approximately 5400 rolls.

**SEE ATTACHMENTS ON PAGES 155 - 159**

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

## **COUNTY COMMISSIONERS:**

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

**Action: TABLED**

*Notice of Meeting and Agenda and Minutes  
September 21, 2015*

12. Consider, possibly approve a Proclamation for National Recovery Month.

**SEE ATTACHMENTS ON PAGES 160 - 160**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

13. Consider and possibly approve Amended Jefferson County Voluntary Tow Service Rotation List Guidelines.

**SEE ATTACHMENTS ON PAGES 161 - 166**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

14. Consider and possible approve receive and file Resolution submitting Commissioner Eddie Arnold as Jefferson County's nominee to the Policy Committee of the Texas Conference of Urban Counties for the 2016-2017 biennium.

**SEE ATTACHMENTS ON PAGES 167 - 168**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

15. Consider and possible approve out-of-state travel for Terrie Looney, Coastal and Marine Resources Agent, for October 19-21, 2015 to attend the Gulf of Mexico Regional Texas Sea Grant meeting in Long Beach MS. (All costs are paid by the National Ocean Sciences Bowl Consortium. She will use a County car for transportation.)

**SEE ATTACHMENTS ON PAGES 169 - 171**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
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16. Consider and approve order to adopt tax rate at .365 cents per \$100 valuation. Tax rate is .342106 for maintenance and operations and .022894 for debt service.

**SEE ATTACHMENTS ON PAGES 172 - 172**

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

17. Consider and approve giving notice to Honeywell Business solutions to terminate Energy Services Agreement related to the Energy savings annual monitoring.

**SEE ATTACHMENTS ON PAGES 173 - 209**

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

18. Conduct public hearing on 2015-2016 Jefferson County Budget.

**OPEN-----CLOSED NO SPEAKERS**

**Action: NONE**

19. Adopt the 2015-2016 Budget.

**SEE ATTACHMENTS ON PAGES 210 - 335**

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

**COUNTY TREASURER:**

20. Receive and File Investment Schedule for August,2015, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 336 - 339**

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

*Notice of Meeting and Agenda and Minutes  
September 21, 2015*

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**Jeff R. Branick  
County Judge**



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

### LEGAL NOTICE Advertisement for Request for Proposal September 21, 2015

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 15-015/JW, Emergency Disaster Assistance Recovery for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and five (5) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a **Mandatory Pre-Proposal Conference** on Thursday, October 15, 2015, at 10:00 am CDT in the Jefferson County Engineering Department Conference Room, 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas.

**PROPOSAL NAME:** Emergency Disaster Assistance Recovery for Jefferson County  
**PROPOSAL NO:** RFP 15-015/JW  
**DUE DATE/TIME:** 11:00 AM CDT, November 3, 2015  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1001 Pearl Street, 3rd Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593.

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 proposal in accordance with the terms and conditions stated in this proposal.

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

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 23<sup>rd</sup> & September 30<sup>th</sup>, 2015

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## Proposal Submittal Checklist

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

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

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and five (5) copies of the proposal should be delivered no later than 11:00 AM CDT, Tuesday, November 3, 2015, to the Jefferson County Purchasing Department, 1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, TX 77701.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Authorized Representative (Please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## **1. Introduction to Offerors**

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Emergency Disaster Assistance Recovery for Jefferson County.

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

### **1.1 Vendor Instructions**

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

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

### **1.2 Governing Law**

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

### **1.3 Ambiguity, Conflict, or other errors in the RFP**

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

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

### **1.4 Notification of Most Current Address**

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

### **1.5 Proposal Preparation Cost**

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

## **1.6 Signature of Proposal**

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

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

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

## **1.7 Economy of Presentation**

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

## **1.8 Proposal Obligation**

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

## **1.9 Incorporation by Reference and Precedence**

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

## **1.10 Governing Forms**

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

## **1.11 Implied Requirements**

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

## 1.12 Compliance with RFP Specifications

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

### 1.13 Vendor Registration: SAM (System for Award Management)

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

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

## 1.14 Evaluation

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

## 1.15 Withdrawal of Proposal

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

## 1.16 Award

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

## 1.17 Ownership of Proposal

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

## 1.18 Disqualification of Offeror

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

## 1.19 Contractual Development

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

## 1.20 Assignment

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

## 1.21 Contract Obligation

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

## 1.22 Termination

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

## 1.23 Inspections

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

## **1.24 Testing**

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

## **1.25 Loss, Damage, or Claim**

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

## **1.26 Taxes**

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

## **1.27 Non-Discrimination**

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

## **1.28 Minority-Women Business Enterprise Participation**

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

## **1.29 Conflict of Interest**

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

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

### 1.30 Waiver of Subrogation

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

### 1.31 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

### 1.32 Insurance Requirements

The contractor (including any and all subcontractors as defined in Section 1.32 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

#### Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

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

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

Workers' Compensation

Statutory Coverage (see attached)

### 1.33 Worker's Compensation Insurance

#### 1.33.1 Definitions:

- 1.33.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 1.33.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

- 1.33.1.3 **Persons providing services on the project (“subcontractor”) in article 406.096 –** Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 1.33.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.33.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.30 above.
- 1.33.4 If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.33.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 1.33.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 1.33.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.33.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.33.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.33.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers’ Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.33.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.33.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 1.33.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 1.33.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 1.33.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

- 1.33.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 1.33.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 1.33.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.33.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.33.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.33.1.1 – 1.33.9.7 with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.33.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.33.11 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.

### 1.34 Pre-Proposal Conference

There will be a Pre-Proposal Conference on Thursday, October 15, 2015, at 10:00 am CDT in the Jefferson County Engineering Department Conference Room, 1149 Pearl Street, 5th Floor, Beaumont, Texas.

### 1.35 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, November 3, 2015, to:

**Jefferson County Purchasing Department  
Attention: Deborah L. Clark, Purchasing Agent  
1001 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701**

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

**County Holidays – 2015:**

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

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

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

Offeror must submit one (1) original and five (5) exact duplicate, numbered copies of the proposal (for a total of 6 copies). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

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

**1.36 Questions**

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

**1.37 Tentative Schedule of Events**

September 21, 2015	Issuance of Request for Proposal
October 15, 2015	Mandatory Pre-Proposal Conference (10:00 AM CDT) Jefferson County Engineering Department Conference Room 1149 Pearl Street, 5 <sup>th</sup> Floor, Beaumont, Texas
November 3, 2015	Deadline Submission (late proposals will not be considered)
November 5, 2015	Proposals distributed to Evaluation Committee
November 9-13, 2015	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of November 30, 2015	Conduct Interview/Best and Final Offer/Short List
December 7, 2015	Recommendation for Award

**Please note:**

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

## **2. Response Format**

### **2.1 Introduction**

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

### **2.2 Organization of Proposal Contents**

Each proposal must be organized in the manner described below.

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

### **2.3 Transmittal Letter**

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

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

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

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

## 2.4 Executive Summary

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

## 2.5 Table of Contents

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

## 2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

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

## 2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the

County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

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

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

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

### **3. Proposal Submittal**

The Proposal is due no later than 11:00 AM CDT, Tuesday, November 3, 2015 and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and five (5) copies of the proposal should be mailed to delivered to:

Jefferson County Purchasing Department  
1001 Pearl Street, 3rd Floor  
Beaumont, TX 77701

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

## **4. Scope of Services**

### **4.1 Objective**

The County is seeking proposals from qualified Contractors to establish Emergency Disaster Assistance Recovery contract(s) for project management and various disaster related services. Services shall include, but not be limited to:

- a. Emergency Road Clearance
- b. Emergency Power Generators
- c. Temporary Satellite Communications
- d. Temporary Sanitary Facilities/Portable Housing Facilities
- e. Reefer and Refrigerator Container with an initial ice delivery
- f. Potable Water Truck and Drinking Water (add water troughs)
- g. Mobile Fleet Repair Facilities, Technicians and Mechanics
- h. Traffic Control and Signage
- i. Canteen, inclusive of Operation and Staffing
- j. Right of Way (ROW) Debris Removal
- k. Right of Entry (ROE) Debris Removal
- l. Tree, Tree Stump, and Tree Limb Removal
- m. Demolition of Structures
- n. Emergency Temporary Dry-in of Facilities
- o. Temporary Security Personnel
- p. Temporary Lighting
- q. Temporary Fueling Sites and Dispensing
- r. Rental of Various Types of Equipment (i.e. loaders, dump trucks, etc.) with and without operators, including Rear-Loading Refuse Trucks
- s. Temporary Fencing
- t. Other Disaster Related Services: Waterway Debris Removal
- u. Cleaning of Storm Drains

The awarded contract shall not be considered exclusive and the County retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the contract term to render services to assist the County with special needs and events for other than full-scale disasters.

The County, at its sole discretion, may expand the scope of services to include additional requirements. The County reserves the right to investigate, as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the County deems necessary in order to make a determination shall be provided by the firms upon request.

It is the intent of the County to award the contract(s) as follows:

- a. Debris Removal
  - **The following services shall not be split:** ROW Debris Removal, ROE Debris Removal and Tree/Tree Stump/Limb Removal.
  - The County anticipates this category may be awarded to multiple Contractors, as it is deemed to be in the best interest of the County.
- b. Ancillary Services
  - The remaining services may be individually awarded or grouped together and awarded to multiple Contractors, as it is deemed to be in the best interest of the County.
  - Debris Removal Contractors shall have the right to withdraw ancillary services from their proposal if they are not selected as a Debris Management Contractor.

It is the County's intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster.

It is the intent of the County to award a three (3) year contract with the possibility of two (2) one-year extensions, which shall commence immediately upon the County Commissioner's approval and signing of the contract. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted.

Contractors are invited to propose services that they are qualified to perform. The County reserves the right to split the award of the resulting contract or award a service to multiple Contractors.

## 4.2 Qualifications

The Contractor must, at a minimum, have performed at least three (3) debris removal, reductions, and operations in excess of 1,000,000 cubic yards, and provide references for the communities where these operations took place. At least two (2) of these operations must have been performed in the last eight (8) years.

The Contractor shall have at least ten (10) years of experience in the provision of emergency products and services and must be able to demonstrate that some of this experience was during periods of emergency/disaster type conditions.

The Contractor's company shall be currently engaged in emergency disaster recovery services on a full time basis, year round, with dedicated management and administrative support staff, in-house employees. The Contractor may supplement in-house resources with private individuals or companies. The contractor shall have the financial strength to assume extensive and large expenditures.

**Contractor is to ensure strict adherence to Code of Federal Regulations 2 (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

**Subcontractors:** Should subcontractors be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the County's request, Contractor shall provide all internal sub-contractor documentation for federal reimbursement review.

**Contractor is responsible for complying with Code of Federal Regulations 2 (CFR) Part 200 in its entirety throughout the project lifecycle.**

### 4.3 Proposed Scope of Services

Offerors shall submit a proposal for the following services. However, the proposals are not limited to the below list should the offeror feel they might have similar services available that may be of benefit to the County.

The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.

Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.

The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with County staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.

The Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.

No guarantee is expressed or implied as the volume of services, if any, shall be procured under this Request for Proposal by the Jefferson County.

### 4.4 Records Retention

**Contractor is required to retain all records and files related to a DISASTER/EMERGENCY until the Jefferson County EMC gives written permission to discard these materials.**

## **The County seeks the following services:**

### **▪ EMERGENCY ROAD CLEARANCE:**

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by Jefferson County Emergency Management/Emergency Operations Center (EM/EOC).

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

The County will reimburse the contractor as follows:

County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item A**).

### **▪ EMERGENCY POWER GENERATORS:**

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the County. **The Contractor shall contact EMC/EOC staff before final location of generators are decided.**

A list of generators that could possibly be requested by the EMC/EOC is provided in Appendix A of the Cost Proposal section, Emergency Power Generators (**Item C**). The generators have been classified as “essential” and “non-essential”. The “essential” generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the “need for services”, the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an “as- required” basis. In some instances, the “essential” generators may not be necessary, which may result in the County returning them to the contractor.

In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

Upon delivery of each unit, the Contractor shall contact the EMC/EOC for receipt and documentation for equipment.

**The Contractor shall be responsible for fueling both the Contractor’s provided generators AND County-owned generators on a daily basis or as identified by and directed by EMC/EOC staff.**

**The County will provide the Contractor with the County’s emergency fuel vendors.**

**The County will be responsible for payment of fuel for refueling generators.**

The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

**The Contractor must provide a certified electrician to connect all provided generators.**

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate (rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unity, in accordance with use, and provide any necessary repairs), per Appendix A of the Cost Proposal section, Emergency Power Generators **(Item C)**. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

**▪ TEMPORARY SATELLITE COMMUNICATION:**

The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the County to facilitate emergency communications within the County and with outside agencies due to loss of communications capability as identified and directed by the County. An initial eight (8) phones are required.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate, per Appendix A of the Cost Proposal Section, Satellite Communications **(Item D)**. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

**▪ TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES:**

The Contractor shall provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the County. The contractor shall also obtain a legal subcontractor to service units as may be needed.

Comfort Station-10 stall units  
 Comfort Station-26 ft .BT Unit  
 Shower Units - 4 stall  
 Shower Unit- 6 stall  
 Shower Units -12 stall with 6 sinks  
 Portable Laundry Facilities

The units provided by the Contractor will be on a temporary weekly basis until the County's contracted vendor can adequately place their units. Upon delivery of such units, the EMC/EOC will authorize the removal of the Contractor's temporary units.

Waste products must be disposal at a legally operated disposal facility.

The County will reimburse the contractor as follows:

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate, per Appendix A of the Cost Proposal section, Temporary Sanitary Facilities **(Item E)**. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

### **REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY:**

Upon the request of the EMC/EOC, the Contractor shall provide a minimum of one (1) reefer trailer container with four (4) pallets of bagged ice and one (1) refrigerated container trailer immediately following a disaster event. One (1) refrigerated trailer truck shall be provided for **exclusive** use by the Morgue.

Placement of trailers containers shall be as directed by the EMC/EOC.

The County will provide the Contractor with the County's emergency fuel vendor.

The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to equipment.

The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

Upon depletion of the initial ice delivery, the county will replenish the ice supply by a separate contract and/or through this contract.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly, per Appendix A of the Cost Proposal section, Reefer and Refrigeration Containers w/Initial Ice Deliver (**Item F**). Contractor shall include cost for fueling, repairs, and maintenance in their cost proposal.

### **POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER:**

Upon the request of the EMC/EOC, the Contractor shall provide potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the EMC/EOC.

Potable water trucks and up to ten (200-300 gallon) water troughs for livestock feeding and watering operations may be requested by the county.

The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the County's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required. The County will provide the Contractor with the County's emergency fuel vendors. The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for furnishing the initial delivery of six (6) pallets of emergency bottled water. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Upon depletion of the initial bottled water delivery, the County will replenish the bottled water supply by a separate contract and/or through this contract.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate per unit case for a unit of 12 one liter bottles, per Appendix A of the Cost Proposal section, Potable Water Truck and Drinking Water **(Item G)**. Contractor shall include the cost for fueling, refilling trucks, maintenance, and repairs in the cost proposal. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County can at any time request a copy of the supplier's invoice for the pay request.

**▪ MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS:**

As directed by EMC/EOC, the Contractor shall provide all labor, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the County's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed.

The County will reimburse the contractor as follows:

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly, per Appendix A of the Cost Proposal Section, Mobile Fleet Repair Facility **(Item H)**. Contractor shall be compensated at a flat rate per hour for two different kinds of labor, skilled mechanic, and unskilled mechanic assistant. A flat rate per tire and a flat rate per battery. The County will compensate the Contractor for any additional materials/parts at a fixed percentage over their cost.

**▪ CANTEEN:**

Jefferson County is currently under contract with a primary Canteen Services provider. However, Jefferson County may elect to have Canteen Services fulfilled by a secondary provider should the primary provider be unable to fulfill the duties of the contract.

Should the Contractor (CATERER) under this RFP be elected to provide Canteen Services:

The Caterer shall recognize the vulnerability of Jefferson County citizens and their communities to damage, injury and loss of life and property resulting from Disasters. Such Disasters require 24/7 responses from emergency first responders. Government employees, various elected officials, state and federal representatives and other emergency management personnel. Providing meals to these individuals is mandatory in order for them to carry out their duties to the public effectively. The County wishes to make suitable arrangements for the provision of Meals to these individuals prior to actual need by entering into a "secondary provider" contractual agreement based on the terms in this RFP.

As directed by the EMC/EOC, the Caterer shall provide all labor, facilities, equipment, and staff required to provide a temporary canteen for feeding up to five hundred (500) County and Mutual Aid employees. Caterer shall provide hot and cold meals, beverages, condiments, utensils, disposable paper plates and cups, plastic bags for cleanup, other meal related supplies, meal catering services, staging of equipment, and clean up ("MEALS") for emergency workers in times of hurricanes and other natural or man-made disasters or emergencies ("DISASTERS").

Caterer will provide equipment, including fuel to operate its vehicles and for preparation equipment that is necessary for the provision of meal services for the same number of meals.

Caterer will employ, and provide on-site, sufficient staff to deliver its services and its MEALS in a timely and efficient manner.

Caterer must comply with current Health Ordinances.

A list of the minimum requirements for the types of MEALS that are to be provided by Caterer is provided in APPENDIX K.

The number of requested meals will be specified by the EMC/EOC. In a large disaster situation, such as a hurricane, it is anticipated (based on past experience) there could possibly be a request for up to 500 MEALS per regular serving time (one meal per person) and 200 cold meals/boxed lunches per evening shift will be required to be prepared on site or delivered to one or more of the County's staging sites. The number of meals to be requested will be based on the nature and needs of the incident.

There will be 3 regular serving times per day, and 1 additional meal provided for shift workers during the night.

- Breakfast: 7:00 AM daily ..... 500 MEALS
- Lunch: 12:00 Noon daily ..... 500 MEALS
- Dinner: 6:00 PM nightly ..... 500 MEALS
- Shift: 11:00 PM nightly ..... 200 Boxed Lunches/Cold Meals

Contractor shall comply with all health and safety codes in effect relating to the preparation and serving of MEALS and clean-up for as long as its services are required as a result of the Disaster.

Contractor shall respond to an activation request made by EMC/EOC and be prepared to serve the first MEALS **as soon as is reasonably possible** depending on the circumstances.

In the event of an approaching catastrophic hurricane (Category 4-5 on the Saffir-Simpson Scale), the EMC/EOC will strive to give Caterer thirty six (36) hours advanced notice of the need for Caterer's services. In addition Jefferson County will specify the number of days they anticipate MEALS will be required. Caterer will mobilize its equipment, report to the staging sites and serve the first MEALS within this time period.

Caterer, upon notification, must be prepared to serve the first MEALS **within twelve (12) hours** of a Disaster if necessary.

Caterer understands that providing MEALS requires the staging of equipment at the Jefferson County Courthouse 1149 Pearl Street, Beaumont, Texas (Central Main Location); and Precinct #2,7759 Viterbo Road, Beaumont, Texas (Secondary Location); and perhaps at other locations depending on the circumstances at the time of the disaster.

Caterer is solely responsible for ensuring for the proper and necessary set-up, relocation, maintenance, protection and removal of such equipment and to clean-up the staging sites upon request of the County.

Should any damage occur to any staging area as a result of such staging activities of Caterer, Caterer will be responsible for repair of such damage to its pre-damaged condition.

Caterer shall provide a means of accounting for all meals served. It shall be the Caterer's responsibility to obtain a signature or other form of ID (to be determined by EMC/EOC) for each meal that is served and billed to Jefferson County.

County (EMC/EOC) agrees to notify Caterer via telephone and in writing (fax or email) as far in advance of a disaster of its need for Caterer's service as is practicable depending on the type of Disaster so as to provide Caterer to properly and adequately respond to Jefferson County's requirements.

County (EMC/EOC) agrees to provide necessary parking spaces at the Jefferson County Courthouse and Precinct #2, to enable Caterer to use its vehicles and equipment during the time of the Disaster.

County (EMC/EOC) agrees to provide written notification of its need for extension of Caterer's services no less than 24 hours prior to termination of the initial specified period. Caterer will use its best efforts to accommodate this request and to continue to service County's requirements.

The County will reimburse the contractor as follows:

The County will compensate the Contractor based on flat fee per meal served for breakfast, lunch, dinner, and boxed lunches, including the condiments and drinks with a one-time mobilization cost for the mobile kitchen, per Appendix A of the Cost Proposal section, Canteen **(Item I)**.

Contractor should include the cost for labor/staffing the Canteen in the cost proposal. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

**SAMPLE MENU**: In addition to providing a cost proposal in Appendix A. Cost Proposals section **(Item I)**, the Contractor (Caterer) shall submit a **SAMPLE MENU** with proposal submission. Please refer to Appendix K for a menu guideline.

**▪ TRAFFIC CONTROL AND SIGNAGE:**

As directed by the EMC/EOC, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the County. The following indicated the type of items to be provided and quantities:

200 each – Safety Cade Type II Barricades with flashing lights

100 each – DOT Black Base 36" traffic cones with two (2) each reflective bands

100 each – Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs

100 each – Fourteen Gauge 2" x 2" x 1¼" square pre-drilled poles

100 each – A-Frame stands for 36" signs

All equipment and materials proposed shall be in accordance with TXDOT regulations.

The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The County will reimburse the Contractor for the cost of replacement batteries.

The County will reimburse the contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost, per Appendix A of the Cost Proposal section, Temporary Signage and Traffic Control **(Item J)**. The County can at any time request a copy of the supplier's invoice for the pay request.

## **RIGHT-OF-WAY DEBRIS REMOVAL:**

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible\* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

\* "Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA." Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery.

The EMC/EOC and Contractor will tentatively plan the number of passes/sweep\* for debris pick up following a complete assessment of the volume of disaster generated debris.

\* "Passes/Sweeps" means the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

The County anticipates the potential locations of TDSRS (Temporary Debris Storage and Reduction Site) as follows:

### **Possible TDSR Facilities:**

Undeveloped Land Owner: Jefferson County Interstate 10 East at Major Drive Size: 150 acres	Undeveloped Land Owner: Jefferson County Highway 365 & Jade Road Size: 20 acres	Undeveloped Land Owner: Jefferson County Highway 73 and Big Hill Road Size: 300 acres
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### **Landfill sites:**

Republic Services 5433 Labelle Road Beaumont, TX 77705 409-242-4456	Republic Services 2601 Jenkins Road Anahuac, TX 77514 409-267-6666	Waste Management 2175 West Cardinal Drive Beaumont, TX 77701 409-842-0065
City of Beaumont Municipal Landfill 5895 Lafin Beaumont, TX 77705 409-842-5686	City of Port Arthur Sanitary Landfill 4732 Hwy 73 Beaumont, TX 77705 409-736-1341	

The County is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.

The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the EMC/EOC. Services will only be performed when requested and as designated by the EMC/EOC.

### **This task shall consist of five (5) types of debris:**

Clean Construction & Demolition (C&D);  
Clean Vegetation;  
Contaminated Construction & Demolition (mixed vegetation and C&D); and  
White goods (i.e. refrigerators, stoves, and other appliances).  
Electronic Hazardous Waste (E-Waste) TVs, microwaves, computer monitors, etc.

Task services shall include:

Picking up debris from right-of-way and transporting debris to the TDSRS;  
 Reduction of debris at the TDSRS; and  
 Loading and transporting reduced debris to a lawful disposal site.

The County requests unit prices for the following services:

Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;

Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the five (5) types of debris;

Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C&D to the disposal site directed and approved by the County.

Loading and disposal rates for contaminated C&D shall be the actual tonnage, as reported by the landfill.

Disposal location of contaminated C&D shall be at the direction of the County and will be delivered to either BFI landfill. In the above landfills is not accepting debris, the County will be requesting separate disposal mileage rates to transport to other Class I site. In the event Waste Management landfill will not accept debris, the alternate mile rates will be used should there be a lawful disposal site.

The contractor shall be responsible for transporting collected white goods to the County's recognized recycling vendor within Jefferson County.

The County will reimburse the Contractor as follows:

One unit price for pick up and final disposal for each item at the County's Recycling Center.

One unit price for pick up and final disposal for each item at a County recognized recycling vendor within Jefferson County

One unit price for pick up and transportation to TDSRS for each item. The County will pick up units and determine final disposal.

Tipping fees at the negotiated rates shall be paid by the Contractor. The County reserves the right to negotiate tipping fees with the selected landfill(s). The County will not compensate an administrative fee or percentage over and above actual landfill fees.

In some instances, the volume processed in a final sweep does not justify the utilization of a TDSRS. Therefore, the County is requesting separate unit prices for pick-up of right-of-way debris and transporting directly to a lawful landfill as directed by the County.

The County will be requesting alternate pricing for the pickup, transportation, and disposal of household hazardous waste.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management (**Item K**).

▪ **RIGHT-OF-ENTRY DEBRIS REMOVAL (If implemented by the EMC/EOC):**

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible\* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal commences, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.

The County will secure all necessary permissions, waivers and Right-of –Entry Agreements from real property owners required for the lawful removal of debris from real properties.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The loading, hauling of ROE debris, processing of ROE debris and final disposal shall be conducted under the Right-of-Way management requirements and proposal schedule.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management **(Item K)**.

**▪ TREE, TREE STUMP, AND TREE LIMB REMOVAL:**

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the EMC/EOC.

The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the County, to the TDSRS for reduction and disposal.

The EMC/EOC will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location on a Contractor provided log form.

The Contractor shall measure the tree/stump three feet (3') above normal ground level to determine the diameter of the trunk. Trees and stump shall be removed in an efficient and safe manner.

As directed by the EMC/EOC, the Contractor shall cut and remove hanging or broken limbs.

Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the TDSRS for processing.

The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.

The County will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Tree limb removal to be reimbursed based on the unit rates proposed in Appendix A of the Cost Proposal section, Trees, Tree Stump, and Tree Limb Removal (**Item L**). The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

### **▪ DEMOLITION OF STRUCTURES (If implemented by the County):**

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the County.

As directed by the County, the Contractor shall demolish unsafe privately owned structures, which have been determined by the County to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.

The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

As directed by the County, the Contractor shall demolish County owned structures, load and transport debris to a legal landfill. Tipping fees shall be included in the unit rates proposed for services.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the Contractor as follows:

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Demolition of Structures **(Item M)**.

### **▪ EMERGENCY TEMPORARY DRY-IN OF FACILITIES:**

As directed by the EMC/EOC, the Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors and windows.

The contractor shall be licensed in the State of Texas for performing the services.

The basic scope for the evident services are as follows:

#### Roofing:

- Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
- Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Dry-in and secure a temporary roofing system, as approved by the County.

#### Overhead Doors:

- Remove existing overhead door.
- Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.

Windows:

- Remove unsafe glass and materials from window opening.
- Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening utilizing plywood and securely affixing to structure.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item N**). The County can at any time request a copy of the supplier's invoice for the pay request.

**▪ TEMPORARY SECURITY PERSONNEL:**

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item O**).

The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

**▪ TEMPORARY LIGHTING:**

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.

The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the County.

The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the contractor shall be responsible for fueling generators as may be required. The County will provide the Contractor with the County's emergency fuel vendors; the County will be responsible for payment of fuel for refueling generators.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item P)**. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

**▪ TEMPORARY PORTABLE FUELING SITES AND DISPENSING:**

As directed by the EMC/EOC, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.

The equipment proposed must be stabilized and properly secured units in the event another hurricane should make landfall that may affect the fueling facility.

The equipment shall have the capability of dispensing unleaded, off road diesel and on road diesel. The units shall be double contained.

The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.

The County shall be responsible for the initial fuel delivery and all other deliveries thereafter.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed percentage over their cost. Labor for fueling services and maintenance/repairs of equipment shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item Q)**. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

**▪ RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS:**

As directed by the County, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Specified Equipment – County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A)**.

Unspecified Equipment – County will compensate the Contractor at a fixed percentage over their cost, per Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A)**.

### **▪ TEMPORARY FENCING:**

As directed by the County, the Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed percentage over their cost. Labor for services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item S)**.

### **▪ OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL**

Contractor will remove and dispose of debris accumulated in the beaches of the County, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2500 feet from the original land edge of the beach. Locations will be designated by the County's authorized representative. Contractor shall be compensated at a fixed percentage over their cost.

Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the County. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals, but excludes removal of damaged and/or abandoned boats. The Contractor will also haul process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the County. Contractor shall be compensated at a fixed percentage over their cost.

Contractor will collect and remove boats that are severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the County. Contractor will dispose of hazardous materials in accordance with applicable regulations, demolish and transport to a suitable location for final disposal. The County will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel.

The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one way haul. Labor for services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item T)**.

### **▪ CLEANING OF STORM TRAINS**

Storm Drain Cleaning will be itemized by round culverts or box culverts.

The County will reimburse the contractor as follows:

Contractor shall at cost per linear foot or a unit price. Labor for services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item U)**.

## 4.5 Strategic Planning

The Contractor in conjunction with the EMC/EOC shall develop a strategic plan for disaster recovery services and submit twelve (12) hard copies and same documentation on one CD-rom in Adobe Acrobat format to the County for approval fourteen (14) days prior to the pre-event planning meeting.

A pre-event planning meeting shall be conducted upon the award of this contract. EMC/EOC will work closely with the Contractor to identify the following:

- Map of primary transportation routes;
- Map of all facilities with notation to essential facilities;
- Emergency power requirements for essential facilities;
- Map of sanitary portable facilities for immediate placement;
- Possible locations for temporary debris staging and reduction site (TDSRS); and
- Possible equipment staging locations.

The Contractor shall meet with the EMC/EOC prior to the beginning of each Hurricane season for pre-event planning. At this meeting, the County and Contractor will discuss elements that may change or effect disaster recovery.

## 4.6 Mobilization

The contractor is responsible to contact the County's representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to a storm event.

Depending on the category of event and/or type of event, the County may revise the requirements for immediate mobilization.

Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the County:

The County will release the equipment to the Contractor for deployment outside of Jefferson County. This process shall be in writing with the County's Representative signature authorizing the release of the equipment.

In the event the equipment cannot be redirected, the County shall compensate the Contractor based on the minimum term (daily, weekly,) of the Contractor's agreement for rental/lease. In all instances the Contractor shall make every effort to negotiate with their supplier a rental term no longer than one (1) week. In all instances a copy of the Contractor's supplier's invoice and contract shall accompany the Contractor's application for payment.

The contractor shall make every attempt to communicate via telephone with the County's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the County's Emergency Operations Center.

The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event. The Contractor shall coordinate with the County a disaster recovery plan applicable to the event.

### The plan shall include:

Verification of primary transportation routes, which require clearing;

Debris removal strategy (i.e., landfill disposal site, TDSRS site, if required additional mileage to disposal site, etc.);

Placement of emergency power;

Placement of immediate need sanitary portable facilities/portable housing facilities;

Placement of immediate need reefer and refrigerator containers and initial ice supply;

Placement of water trucks with potable water and emergency water; and

Placement and operation of a temporary fleet maintenance facility.

The Contractor shall also be capable of deploying all resources for the following immediate need services within **twenty-four (24) to thirty-six (36)** hours following an event:

Equipment for clearing transportation routes;

Equipment and materials to provide emergency power at facilities deemed essential by the County;

Portable facilities;

Reefer and refrigerator containers with initial ice delivery;

Potable water trucks and emergency bottled water;

Temporary fleet maintenance

Traffic control and signage; and

Canteen to include staffing and operation.

The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.

## **5. Project Requirements**

### **5.1 Objective**

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included. In addition, the proposed work plan must contain provisions requiring review and approval by both the Jefferson County Executive and Jefferson County Commission.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

### **5.2 Offeror Experience**

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The successful Offeror must provide a local cell phone number by which Offeror can provide one (1) hour response throughout a disaster event.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past ten (10) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

### 5.3 Offeror Personnel and Organization

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to Jefferson County Commissioners' Court, or, together with their resumes, for approval.

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

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

## **6. Proposal Evaluation and Selection Process**

### **6.1 Introduction**

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

### **6.2 Cost Proposal**

The Offeror must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. **Any re-worked/revised version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.**

### **6.3 Proposal Evaluation and Selection**

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from Emergency Management, Jefferson County's Auditor Department, Purchasing Department, Legal Department, Engineering, and Correctional Facility.

### **6.4 Evaluation Criteria**

- a. **Responsiveness (3 points).** This refers to the proposal's complete responsive-ness to all written specifications and requirements contained in this RFP.
- b. **Implementation Plan (5 points).** Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the Emergency Disaster Assistance Recovery Services requested by this RFP and in managing the project.
- c. **Offeror Qualifications (5 points).** This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.
- d. **Personnel Qualifications (3 points).** This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.
- e. **Cost of Professional Services (4 points).** This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

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

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the

selection process according to the evaluation criteria described in this RFP and make a recommendation to the Commissioners' Court.

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

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

## Appendix A. Cost Proposal

The Offeror must utilize this form in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. **Any re-worked/revised version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.** Cost will be a factor in the County's evaluation and award process.

### A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost(s) that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	\$_____	\$_____	\$_____
A.2	Self-Loading Prentice Truck 25 to yard dump body	\$_____	\$_____	\$_____
A.3	Wheel Loader 2 ½ to 3 yard bucket	\$_____	\$_____	\$_____
A.4	Wheel Loader 3 to 5 yard bucket	\$_____	\$_____	\$_____
A.5	Tandem Dump Truck 16 to 20 yards	\$_____	\$_____	\$_____
A.6	Mini Loader/Bobcat	\$_____	\$_____	\$_____
A.7	Dozer/Cat D6 or equivalent	\$_____	\$_____	\$_____
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$_____	\$_____	\$_____
A.9	Chainsaw with operator	\$_____	\$_____	\$_____
A.10	Laborers	\$_____	\$_____	\$_____
A.11	Four men crew with transportation	\$_____	\$_____	\$_____
A.12	Three men crew with transportation	\$_____	\$_____	\$_____
A.13	Two men crew with transportation	\$_____	\$_____	\$_____
A.14	Supervisor with transportation	\$_____	\$_____	\$_____
A.15	Safety Manager with transportation	\$_____	\$_____	\$_____
A.16	Flagger for traffic control	\$_____	\$_____	\$_____

(Continued on Next Page)

## Appendix A. Cost Proposal (Continued)

### A. EQUIPMENT/LABOR *(Continued)*

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.17	Trash Transfer Trailers – 100 yard with Tractor	\$_____	\$_____	\$_____
A.18	Trash Transfer Trailer _____ yard with Tractor	\$_____	\$_____	\$_____
A.19	Trash Transfer Trailer _____ yard with Tractor	\$_____	\$_____	\$_____
A.20	Equipment Transports	\$_____	\$_____	\$_____
A.21	Other Equipment:	\$_____	\$_____	\$_____
A.22	Other Equipment:	\$_____	\$_____	\$_____
A.23	Other Equipment:	\$_____	\$_____	\$_____
A.24	Other Equipment:	\$_____	\$_____	\$_____
A.25	Other Labor:	\$_____	\$_____	\$_____
A.26	Other Labor:	\$_____	\$_____	\$_____
A.27	Other Labor:	\$_____	\$_____	\$_____
A.28	Other Labor:	\$_____	\$_____	\$_____
A.29	Other Labor:	\$_____	\$_____	\$_____
A.30	Other Labor:	\$_____	\$_____	\$_____

### EQUIPMENT RENTAL ONLY – NO OPERATORS

Item	Description	Hourly	Weekly	Hourly OT
A.31	Refuse Trucks, Rear-Loading	\$_____	\$_____	\$_____
A.32	Miscellaneous Unspecified Construction Equipment	\$_____	\$_____	\$_____

*(Continued on Next Page)*

## Appendix A. Cost Proposal (Continued)

### B. EMERGENCY ROAD CLEARANCE

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the County.

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

County will compensate the Contractor based on Appendix A, Cost Proposal Equipment/Labor Rate Schedule (**Item A**).

### C. EMERGENCY POWER GENERATORS

**NOTE:** The following schedule relates to furnishing emergency power generators. The generators have been classified as “essential” and “non-essential”. The “essential” generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the “need for services”, the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an “as-required” basis. In some instances, the “essential” generators may not be necessary, which may result in the County returning them to the contractor.

The below rental prices shall include all labor, equipment, tools, parts and materials and any other incidental items needed to deliver, install, connect, and maintain the generator unit in accordance with use and provide any necessary repairs. The EMC/EOC will advise the type of use for each generator. The type of use shall be classified as: 1) 8 hours per day; and 3) 24 hours/7 days per week. **The Contractor must provide a certified electrician to connect all provided generators).**

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.1	Jefferson County Courthouse 1149 Pearl Street Beaumont, TX 77701	As Needed 1250 KW	\$ _____	\$ _____	\$ _____	\$ _____
C.2	Jefferson County Subcourthouse 525 Lakeshore Drive Port Arthur, TX 77642	As-Needed 141 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.3	Jefferson County Correctional Facility 5030 Highway 69 South Beaumont, TX 77705	Essential 129 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.4	Minnie Rogers Juvenile Justice Ctr. 5326 Highway 69 South Beaumont, TX 77705	As-Needed 336 KW	\$ _____	\$ _____	\$ _____	\$ _____

(Continued on Next Page)

## Appendix A. Cost Proposal (Continued)

### C. EMERGENCY POWER GENERATORS *(Continued)*

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.5	Jefferson County Morgue 5030 Highway 69 South Beaumont, TX 77705	Essential 91 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.6	Jefferson County Service Center 7789 Viterbo Rd. Beaumont, TX 77705	Essential 45 KW	\$ _____	\$ _____	\$ _____	\$ _____
C.7	Precinct #1 Service Center 20205 West Highway 90 China, TX 77613	As-Needed 80 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.8	Precinct #2 Service Center 7759 Viterbo Road Beaumont, TX 77705	As-Needed 45 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.9	Precinct #3 Service Center 5700 Jade Avenue Port Arthur, TX 77640	As-Needed 17 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.10	Precinct #4 Service Center 7790 Boyt Road Beaumont, TX 77713	As-Needed 80 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.11	Jack Brooks Regional Airport– <i>Jerry Ware Terminal</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.12	Jack Brooks Regional Airport– <i>Runway Lighting</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 150 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.13	Jack Brooks Regional Airport– <i>Main Terminal (Airport Maintenance)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.14	Jack Brooks Regional Airport – <i>Main Terminal (All Other)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 600 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____

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## Appendix A. Cost Proposal (Continued)

### C. EMERGENCY POWER GENERATORS *(Continued)*

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.15	Mosquito Control 8905 First Street Beaumont, TX 77705	As-Needed 45 KW minimum	\$_____	\$_____	\$_____	\$_____
C.16	Ford Park – Arena 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$_____	\$_____	\$_____	\$_____
C.17	Ford Park – HVAC Plant 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$_____	\$_____	\$_____	\$_____
C.18	Health & Welfare - Unit 1 1295 Pearl Street Beaumont, TX 77701	As Needed 50 KW minimum	\$_____	\$_____	\$_____	\$_____
C.19	Health & Welfare - Unit 2 246 Dallas Avenue Port Arthur, TX 77640	Essential 80 KW minimum	\$_____	\$_____	\$_____	\$_____
C.29	Annex I 1225 Pearl Street Beaumont, TX 77701	As Needed 175 KW minimum	\$_____	\$_____	\$_____	\$_____

### D. TEMPORARY SATELLITE COMMUNICATION

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Rate Per Usage	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
D.1	Rental of Equipment-Must identify carrier, model of phones and provider. Must have 24/7 service providing the capability of calling nationwide from Texas – no additional roaming or long distance charges	\$_____	\$_____	\$_____	\$_____

(Continued on Next Page)

## Appendix A. Cost Proposal (Continued)

### E. TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
E.1	Comfort Station-10 stall units	\$_____	\$_____	\$_____	\$_____
E.2	Comfort Station-26 ft BT Unit	\$_____	\$_____	\$_____	\$_____
E.3	Shower Units – 4 stall	\$_____	\$_____	\$_____	\$_____
E.4	Shower Units 6 stall	\$_____	\$_____	\$_____	\$_____
E.5	Shower Units – 12 stall with 6 sinks	\$_____	\$_____	\$_____	\$_____
E.6	Portable Laundry Facilities	\$_____	\$_____	\$_____	\$_____

### F. REEFER & REFRIGERATION CONTAINERS WITH INITIAL ICE DELIVERY

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Contractor shall include cost for fueling, repairs, and maintenance in the cost proposal below.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
F.1	Equipment Rental	\$_____	\$_____	\$_____	\$_____
F.2	Equipment Rental for Morgue	\$_____	\$_____	\$_____	\$_____
Item	Description	Flat Rate Per Ten Pound Bag with No Mobilization Fee			
F.3	Initial Ice Delivery and possible future deliveries	\$_____			

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## Appendix A. Cost Proposal (Continued)

### G. POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER

Contractor shall be compensated at a flat rate per unit case for a unit of 12 one liter bottles. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall include cost for labor, fueling, refilling trucks, maintenance, and repairs in the cost proposal below.

Item	Description	Price Per Unit Case for a Unit of (12) One-Liter Bottles		
G.1	Initial Bottled Water Delivery and possible future deliveries	\$ _____		
Item	Description	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
G.2	Equipment Rental	\$ _____	\$ _____	\$ _____

### H. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS, AND MECHANICS

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall be compensated a flat rate per hour for two different kinds of labor (skilled mechanic, unskilled mechanic assistant); flat rate per tire; and flat rate per battery. The County will compensate the contractor for any additional materials/parts at a fixed percentage over their cost.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
H.1	Equipment Rental	\$ _____	\$ _____	\$ _____	\$ _____
Item	Description	Flat Rate Per Unit			
H.2	Unit Price Per Tire	\$ _____			
H.3	Unit Price Per Battery	\$ _____			
Item	Description	Fixed Percentage Over Contractor's Cost			
H.2	Materials/Parts (i.e., supplies, oil, repair materials)	_____ %			
Item	Description	Hourly Rate			
H.3	Skilled Mechanic Hourly Rate	\$ _____			
H.4	Unskilled Mechanic Assistant	\$ _____			

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## Appendix A. Cost Proposal (Continued)

### I. CANTEEN

The Contractor shall be compensated at based on a flat fee per meal served for breakfast, lunch, dinner, and boxed lunches. Contractor shall include cost of beverages, condiments, utensils, disposal paper plates and cups, plastic bags for cleanup, other meal related supplies, meal catering services (labor/staffing), staging of equipment, and cleanup in the cost proposal below.

**The Contractor shall submit a SAMPLE MENU with proposal submission. Please refer to Appendix K for a sample menu.**

Item	Description	Price Per Meal/ per person
I.3	Breakfast	\$ _____
I.4	Lunch	\$ _____
I.5	Dinner	\$ _____
I.6	Boxed Lunches (Cold Meals)	\$ _____

### J. TRAFFIC CONTROL AND SIGNAGE

The Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly.

Item	Description	Fixed Percentage Over Contractor's Cost
J.1	Equipment Rental	_____ %
J.2	Equipment Purchased by County	_____ %

(Continued on Next Page)

## Appendix A. Cost Proposal (Continued)

### K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL

Contractor shall be compensated for Right of Way (ROW) and Right of Entry (ROE) services based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.3	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$ _____
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from pick-up site but within Jefferson County (based on incoming yardage)	Cubic yard	\$ _____
K.6	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	\$ _____
K.7	Loading and transporting Mulch to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$ _____
K.8	Loading and Transporting Mulch to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/per mile	\$ _____
K.9	<b>ALTERNATE:</b> Reduction by incineration and site management (based on incoming yardage)	Cubic yard	\$ _____

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## Appendix A. Cost Proposal (Continued)

### K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.10	<b>ALTERNATE: Loading and</b> Transporting Ash to final disposal site within Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ _____
K.11	<b>ALTERNATE: Loading and</b> Transporting Ash to final disposal site outside Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ _____
K.12	Pick up vegetative debris from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____
K.13	Pick up vegetative debris from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.14	Pick up clean C&D from curbside and haul within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.15	Pick up clean C&D from curbside and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.16	Pick up clean C&D from curbside and haul in excess of ten (10) miles of approved disposal site but within Jefferson County (based on incoming yardage)	Cubic yard	\$ _____
K.17	Pick up clean C&D from ROE personal property and haul to within five (5) miles approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.18	Pick up clean C&D from ROE personal property and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____

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## Appendix A. Cost Proposal (Continued)

### K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.19	Pick up clean C&D from ROE personal property and haul in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.20	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$ _____
K.21	Loading and Transporting compacted clean C&D to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$ _____
K.22	Loading and Transporting compacted clean C&D to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ _____
K.23	Pick up clean C&D from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____
K.24	Pick up clean C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.25	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.27	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____

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## Appendix A. Cost Proposal (Continued)

### K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.28	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$_____
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$_____
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage), but within Jefferson County (based on incoming yardage)	Cubic yard	\$_____
K.31	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$_____
K.32	Loading and Transporting compacted contaminated C&D to final disposal site within Jefferson county (Tonnage based on individual weight tickets from disposal site)	Ton	\$_____
K.33	Loading and Transporting compacted contaminated C&D to final disposal site outside Jefferson county (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	\$_____
K.34	Pick up contaminated C&D from curbside and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$_____
K.35	Pick up contaminated C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$_____

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## Appendix A. Cost Proposal (Continued)

### K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

ELECTRONIC HAZARDOUS WASTE (E-WASTE)			
Item	Description	UOM	Unit Price
K.36	Pick up of (E-Waste) and transportation to a recognized recycling vendor. <b>Offerors shall provide their program method and pricing structure for E- waste.</b>	Each	\$_____

\*\*\* Offerors shall provide their program method and pricing structure for hazardous household waste. including TVs and other electronics.

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## Appendix A. Cost Proposal (Continued)

### L. TREE, TREE STUMP, AND TREE LIMB REMOVAL

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

TREE AND STUMP REMOVAL			
Item	Description	Stump Unit Price	Tree Unit Price
L.1	24" diameter and greater, but less than 48" diameter	\$ _____	\$ _____
L.2	Equal to or greater than 48"	\$ _____	\$ _____
CUTTING PARTIALLY UPROOTED OR SPLIT TREES (LEANERS)			
<i>Trees should be measured at a height of two feet from the base of the tree</i>			
Item	Description	UOM	Unit Price
L.3	Partially Uprooted Leaner (Price is inclusive of excavating the root ball and placing it in the ROW) Diameter of tree at 2 feet from base. LESS THAN 24 INCHES	Per tree	\$ _____
L.4	Partially Uprooted Leaner (Price is inclusive of excavating the root ball and placing it in the ROW) Diameter of tree at 2 feet from base. 24-36 INCHES	Per tree	\$ _____
L.5	Partially Uprooted Leaner (Price is inclusive of excavating the root ball and placing it in the ROW) Diameter of tree at 2 feet from base. GREATER THAN 36 INCHES	Per tree	\$ _____
L.6	Split Leaner (No exposed root ball) Price is inclusive of flush cutting tree trunk. (Per Specifications)- Diameter of tree at 2 feet from base. LESS THAN 24 INCHES	Per tree	\$ _____
L.7	Split Leaner (No exposed root ball) Price is inclusive of flush cutting tree trunk. (Per Specifications)- Diameter of tree at 2 feet from base. 24-36 INCHES	Per tree	\$ _____
L.8	Split Leaner (No exposed root ball) Price is inclusive of flush cutting tree trunk. (Per Specifications)- Diameter of tree at 2 feet from base. GREATER THAN 36 INCHES	Per tree	\$ _____
REMOVAL OF DANGEROUS HANGING LIMBS (HANGERS)			
Removing <u>HANGING OR PARTIALLY BROKEN</u> limbs from trees and placing the material in the ROW to be hauled off at the ROW fee schedule.			
<i>Trees should be measured at a height of two feet from the base of the tree</i>			
Item	Description	UOM	Unit Price
L.9	Removal of Dangerous Hanging Limbs (Hangers)	Per Tree	\$ _____

(Continued on Next Page)

## Appendix A. Cost Proposal (Continued)

### L. TREES, TREE STUMP, AND TREE LIMB REMOVAL *(Continued)*

DEMOLITION, COLLECTION AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.10	Demolition, Collection and Disposal Rate (Per Specifications)	Per cubic yard	\$_____
HAZARDOUS STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
<i>Trees should be measured at a height of two feet from the base of the tree</i>			
Item	Description	UOM	Unit Price
L.11	24-36 inches	Per stump	\$_____
L.12	36-48 inches	Per stump	\$_____
L.13	Greater than 48 inches	Per stump	\$_____
STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.14	Stump Removal, Collection, Grind, Haul-out and Disposal Rate (Per Specifications)	Per cubic yard	\$_____
SAND COLLECTION (PUBLIC PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.15	Sand Collection (Public Property) and Screening Rate (Per Specifications)	Per cubic yard	\$_____
SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.16	Sand Collection (Private Property) and Screening Rate (Per Specifications)	Per cubic yard	\$_____
BACKFILL (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.17	Backfill per specifications	Per cubic yard	\$_____

(Continued on Next Page)

## Appendix A. Cost Proposal (Continued)

### L. TREES, TREE STUMP, AND TREE LIMB REMOVAL *(Continued)*

LEANING TREES/HANGING LIMBS PRICE QUOTE FOR JEFFERSON COUNTY, TEXAS			
Item	Description	UOM	Unit Price
L.18	Removal of hazardous hanging limbs greater than 2 inches	Per tree	\$_____
L.22	Removal of hazardous standing trees 6"-12" in diameter	Per tree	\$_____
L.23	Removal of hazardous standing trees 13"-24" in diameter	Per tree	\$_____
L.24	Removal of hazardous standing trees 25"-36" in diameter	Per tree	\$_____
L.25	Removal of hazardous standing trees 37" or larger in diameter	Per tree	\$_____

*(Continued on Next Page)*

## Appendix A. Cost Proposal (Continued)

### M. DEMOLITION OF STRUCTURES (if implemented by EMC/EOC):

Contractor shall be compensated based on the schedule below. Tipping fees shall be included in the unit rates proposed for services.

Item	Description	UOM	Unit Price
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.3	Single Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.4	Two Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$ _____
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$ _____
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$ _____

### N. EMERGENCY TEMPORARY DRY-IN OF FACILITIES

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
N.1	Non-specified Equipment Rental	_____ %
N.2	Materials (i.e. plywood, hardware materials)	_____ %

### O. TEMPORARY SECURITY PERSONNEL

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
O.1	Equipped Security Staffing w/transportation.	_____ %

(Continued on Next Page)

## Appendix A. Cost Proposal (Continued)

### P. TEMPORARY LIGHTING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
P.1	Equipment Rental	_____ %

### Q. TEMPORARY PORTABLE FUELING SITES AND DISPENSING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
Q.1	Equipment Rental	_____ %

### R. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

Contractor shall be compensated in accordance with Appendix A. Cost Proposal Equipment/Labor Rate Schedule (**Item A**). Contractor shall identify/specify miscellaneous equipment on the schedule (**Item A**), as well as include cost proposals.

### S. TEMPORARY FENCING

Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
S.1	Fencing Materials	_____ %

(Continued on Next Page)

## Appendix A. Cost Proposal (Continued)

### T. OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one-way haul.

Item	Description	Per cubic yard for a one way haul of 1-15 miles	Per cubic yard for a one way haul of 15-30 miles	Per cubic yard for a one way haul of 31-40 miles
T.1	Removal and screening of debris laden sand. Sand will be removed and screened at a temporary facility and stockpiled at a debris management site and clean sand returned and placed on beach.	\$_____	\$_____	\$_____
T.2	Debris removal and restoration of canals	\$_____	\$_____	\$_____
T.3	Boat removal	\$_____	\$_____	\$_____

(Continued on Next Page)

## Appendix A. Cost Proposal (Continued)

### U. Cleaning of Storm Drains

Storm Drain Cleaning will be itemized by round culverts or box culverts. Contractor shall be compensated at cost per linear foot or a unit price as detailed in the cost proposal below.

ROUND CULVERTS		
Item	Description	Price Per Linear Foot
U.1	Clean 21" & 24" Storm Sewer	\$_____
U.2	Clean 27" & 30" Storm Sewer	\$_____
U.3	Clean 36" Storm Sewer	\$_____
U.4	Clean 42" Storm Sewer	\$_____
U.5	Clean 48" Storm Sewer	\$_____
U.6	Clean 54" Storm Sewer	\$_____
U.7	Clean 60" Storm Sewer	\$_____
U.8	Clean 72" Storm Sewer	\$_____
Item	Description	Price Per Unit
U.9	Clean Catch Basins	\$_____
U.10	Clean Drainage Manholes	\$_____
BOX CULVERTS		
Item	Description	Price Per Linear Foot
U.11	Clean 0 - 4 (Square Foot)	\$_____
U.12	Clean 4.01 - 9 (Square Foot)	\$_____
U.13	Clean 9.01 - 15 (Square Foot)	\$_____
U.14	Clean 15.01 - 20 (Square Foot)	\$_____
U.15	Clean 20.01 - 30 (Square Foot)	\$_____
U.16	Clean 31.01 - 40 (Square Foot)	\$_____

(Continued on Next Page)

## Appendix A. Cost Proposal (Continued)

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### U. Cleaning of Storm Drains *(Continued)*

<b>BOX CULVERTS</b>		
Item	Description	Price Per Linear Foot
U.17	Clean 40.01 - 50 (Square Foot)	\$_____
U.18	Clean 50.01 - 60 (Square Foot)	\$_____
U.19	Clean 60.01 - 70 (Square Foot)	\$_____

**Appendix B**

**Non-Disclosure Agreement**

---

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

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

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

[Printed Name of Consultant]

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

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

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

## Appendix C

### Vendor References

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

*THIS FORM MUST BE RETURNED WITH YOUR BID.*

#### REFERENCE ONE

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

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

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

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

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

#### REFERENCE TWO

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

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

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

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

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

#### REFERENCE THREE

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

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

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

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

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

**Bidder Must Return This Page With Offer**

Appendix D

Signature Page

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

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

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

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

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

\_\_\_\_\_  
Bidder (Entity Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street & Mailing Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

**Bidder Must Return This Page With Offer**

## Appendix E

## Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	
2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7 <sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

**Bidder Must Return This Page With Offer**

**CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ  
Page 2**For vendor or other person doing business with local government entity**

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?
- Yes       No
- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?
- Yes       No
- C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
- Yes       No
- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**Bidder Must Return This Page With Offer**

**Appendix F**

# Good Faith Effort (GFE)

## DETERMINATION CHECKLIST

*This information must be submitted with your bid.*

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

**Did the Prime Contractor/Consultant . . .**

- Yes     No    1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes     No    2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes     No    3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of 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 Must Return This Page With Offer**











**Appendix I**

**Residence Certification/Tax Form**

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

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

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

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

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

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

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

Appendix J

Bid Affidavit

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

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

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

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

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

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

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

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

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

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

**Bidder Must Return This Page With Offer**

## **Appendix K: Canteen Services**

### **Emergency Menu Minimum Standards- to be utilized as guideline for Menu that is to be submitted for proposed Canteen Services**

#### **BREAKFAST**

FRUIT, EGGS, MILK, JUICE, and COFFEE

ROTATE BACON, SAUSAGE, OR HAM PANCAKE, FRENCH TOAST, TORTILLAS, OR BISCUITS GRITS, OATS, OR HASHBROWNS

#### **LUNCH**

EVERYDAY BOTTLED WATER, SODAS, AND A SNACK

ROTATE (SIDES) VEGTABLES, FRENCH FRIES, CHIPS, OR MASHED POTATOES

(MAIN COURSE) CHICKEN FRIED STEAK, HAMBURGERS, POT ROAST, BEEF TIPS AND RICE CHOPPED BBQ SANDWICHES, CHICKEN FRIED CHICKEN, OR COLD CUT POBOYS

#### **DINNER**

EVERYDAY BOTTLED WATER, SODAS, TEA, SALAD, AND A DESSERT

ROTATE (SIDES) HUSHPUPIES, SLAW, BOILED RED POTATOES, PINTO BEANS, RICE, VEGTABLES, POTATO SALAD, AND MASHED POTATOES

(MAIN COURSE) FRIED CATFISH, RIBEYES, CHICKEN FRIED STEAK, BBQ BRISKET AND SMOKED SAUSAGE, SPAGHETTI AND MEAT BALLS, FRIED SHRIMP, OR GRILLED CHICKEN BREAST

#### **SHIFT MENU-Boxed Lunch**

EVERYDAY BOTTLED WATER, SODAS, TEA, AND COFFEE

DELI SANDWICH WITH BAG OF CHIPS, PIECE OF FRUIT, AND A COOKIE OR SIMILAR DESSERT

## Appendix L

# Sample Agreement Contract

**Agreement to Supply: \_\_\_\_\_ Contract No.: \_\_\_\_\_**

This agreement, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Jefferson County, a county of the State of Texas, hereafter called the "County"

And Name of Contractor: \_\_\_\_\_

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

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

A Corporation     A Partnership     An Individual     Other: \_\_\_\_\_

authorized to do business in the State of Texas, hereinafter called the "Company." Witnesseth that: Whereas, the County did advertise and issue a Request for Proposal for supply the requirements of the County for the items and/or services above for a period of one year and the Contractor submitted a bid which was accepted and approved by the County.

Formal authorization of the contract was adopted by Commissioners' Court on: \_\_\_\_\_.

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide emergency debris assistance, during the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ for the requirements listed above and according to the following specifications, terms, covenants, and conditions:

a. The Legal Advertisement, Request for Proposal containing General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specification, addenda, and or any other attachments forming a part of RFP \_\_\_\_\_ and the Contractor's bid in response form a part of this contract and by reference made a part hereof.

b. In constructing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract for RFP \_\_\_\_\_
- 2) The County's RFP and all addenda thereto
- 3) Contractor's proposal in response to the County's RFP

c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the County shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the County is found to be defective or does not conform to specifications, the County reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. Cancellation: The County may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon thirty (30) days' written notice. This applies to all items of goods or services.

e. Taxes: All taxes applicable to the proceeds received by the Contractor hereunder shall be the liability of the Contractor. The County shall not hold nor pay amounts for Federal, State or Municipal income tax, Social Security, employment or Worker's Compensation.

f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: Jefferson County Auditor's Office, 1149 Pearl Street, 7<sup>th</sup> Floor, Beaumont, TX 77701. If discount, other than prompt payment terms applies, such discount must appear on the invoice.

g. Indemnification: Pursuant to the terms and conditions of this Agreement, the Contractor agrees to defend, save, hold harmless and indemnify the County, its successors and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, cause or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise against the County cause by the Contractor's, its employees' or agents' errors, omissions, or intentional or negligent acts in the performance of services pursuant to this Agreement.

h. Insurance: The Contractor shall within fifteen (15) days after signing this Agreement submit a Certification of Insurance to the Purchasing Agent indicating that the Contractor carries Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability Insurance, and Personal Property Insurance commensurate with the scope of services provided under this Agreement. Contractor shall maintain such policies at all times during the term of this Agreement. Certificate of Insurance shall be forwarded to:

Deborah L. Clark  
Jefferson County Purchasing Agent  
1001 Pearl Street, 3rd Floor  
Beaumont, TX 77701

2. Contract Special Conditions: The following special conditions are made a part of and modify this standard provisions contained in this contract.

3. Contract Summary:

- a. Attachments: Vendor's proposal and blank copy of RFP specifications.
- b. Payment terms: per RFP.
- c. Delivery: per RFP.
- d. Insurance:  Yes  No
- e. Performance Bond/Letter of Credit:  Yes  No

4. Contractor's Phone Number: \_\_\_\_\_

5. Contractor's Fax Number: \_\_\_\_\_

6. Contractor's e-mail: \_\_\_\_\_ web site address: \_\_\_\_\_

Jefferson County

\_\_\_\_\_  
Jeff R. Branick, County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

Approved as to Form by:

\_\_\_\_\_  
Kathleen Kennedy, County Attorney

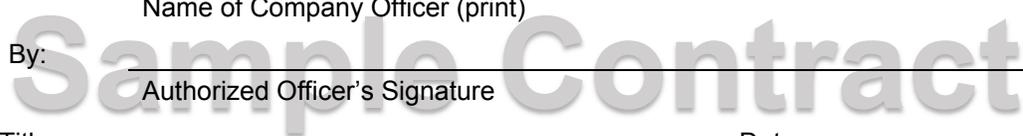
\_\_\_\_\_  
Name of Company Officer (print)

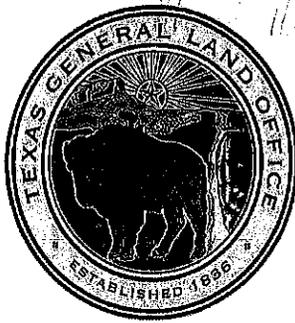
By:

\_\_\_\_\_  
Authorized Officer's Signature

Title:

Date:





## Texas General Land Office Disaster Recovery



### Construction Contract Change Order Request Form

<b>Engineer:</b>  Chica & Associates, Inc. 505 Orleans St., Suite 106 Beaumont, TX 77701  Phone No.: (409) 833-4343	<b>Owner:</b>  Jefferson County 1149 Pearl Street Beaumont, TX 77701  Phone No.: (409) 835-8584	<b>Contractor:</b>  N&T Construction Co., Inc. P.O. Box 269, Beaumont, TX 77704  Agreement Date: 8/18/14 Phone No.: (409) 813-8592
<b>Date:</b> 07 / 15 / 15  <b>Project Code No.:</b> P01100-14  <b>Bid Package No.:</b> 16101-1_BID	<b>Contract For (Project Description):</b>  For the construction of the Port Arthur Health Clinic.	<b>GLO Contract No.:</b>  10-5219-000-5299  <b>Change Order No.:</b> 09

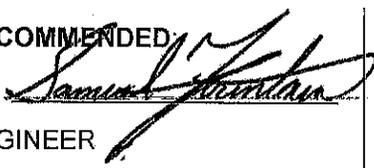
You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Install Technology Cabling by Maverick An Additional 10 contract days for this		\$ 40,446.45
2	Install Phone Cabling by Maverick An Additional 5 contract days for this		\$ 10,328.95
3	Install Local Panic Button System by Maverick An Additional 5 contract days for this		\$ 7,000.05
4	Install Camera Cabling by Maverick An Additional 5 contract days for this		\$ 4,813.75
5	Install interior signage for building		\$ 4,476.10
6	Install Exterior Signage		\$ 4,440.27

<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price:	\$ 1,955,000.00	Original Contract Time:	300 days
Previous Change Order(s): No.1 to No.8	\$ 49,600.63	Net Change From Previous Change Orders:	72 days
Contract Price Prior to this Change Order:	\$ 2,004,600.63	Contract Time Prior to this Change Order:	372 days
Net Increase/Decrease of this Change Order:	\$ 71,505.57	Net Increase/Decrease of this Change Order:	25 days
Contract Price With all Approved Change Orders:	\$ 2,076,106.20	Contract Time With all Change Orders:	397 days
Cumulative Percent Change in Contract Price (+/-): (+) 6.194690537%		Grantee Contract End Date: (mm/dd/yy)	12 / 31 / 15
Construction Contract Start Date: (mm/dd/yy)	9 / 15 / 14	Construction Contract End Date: (mm/dd/yy)	10 / 18 / 15

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.  
**\* This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: 

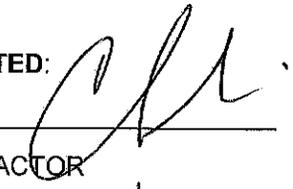
ENGINEER

Date: September 14, 2015

APPROVED:

By: JEFF R. BRANICK, County Judge  
OWNERDate: September 21, 2015

ACCEPTED:

By: 

CONTRACTOR

Date: 9 / 14 / 15ATTEST  
DATE \_\_\_\_\_

**JUSTIFICATION FOR CHANGE**

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?		Total ____	L/M ____
2. Effect of this change on scope of work:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If "No", explain:			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
7. Is the TCEQ permit approval still valid? (sewer projects only)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8. Are the handicapped access requirements/approval still valid? (if applicable)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9. Are other Disaster Recovery contractual special condition clearance still valid?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(If no, specify):			

**NOTE:**

- \* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



# Maverick



## Communications, Inc.

PO Box 2233 Beaumont TX 77704  
 Office: (409) 840-5223 Fax (409)840-5205  
 maverickinc.com

### Firm Quote

<b>Date:</b>	<b>Estimate Number:</b>
9/2/2015	9776
	<b>Maverick Job No:</b>
	<b>Customer PO No:</b>

**Submitted To:**

N&T Construction Co., Inc.  
 Attn: Accounts Payable  
 P.O. Box 269  
 Beaumont, TX 77704

File Name:	Customer Contact:	
Public Health	Charlie	
Job Description:	Quantity:	Total:
This estimate is based upon Maverick Communications, Inc. supplying the material for one hundred-fifty eight (158) Cat. 6 network drops, eight (8) analog drops and twenty-seven (27) panic button drops.		
UNIPRISE CAT-6 PLENUM (1,000-FT SPOOL)	32	12,105.60
CAT-6 Commscope Plenum Cable	1	12,000.00
LEVITON CAT-6 JACK - BLUE: 61110-RL6	166	1,292.64
LEVITON 1-PORT WALL FACEPLATE: 41080-11P	166	267.59
LEVITON QUICKPORT48 PORT PATCH PANEL	4	347.52
19"X7" BLACK RELAY RACK: 55053-703	1	178.26
12-IN WALL TO RACK KIT: 11911-712	1	125.80
General 18/2 PLENUM WIRE	6	746.93
USP Latching Hold UP HUB2A	27	525.10
Miscellaneous Small Parts	1	300.00
Add on: Material for additional Conduit Stubs and J boxes		
Conduit Stubs and J Boxes	1	4,433.77
Acceptance of Estimate - The above prices, specifications, conditions and attachments are satisfactory and are hereby accepted. Maverick is authorized to do the work as specified. Note: Full payment is due within 30 days of invoice date.	<b>Subtotal:</b>	\$32,323.21
<b>* Material pricing is good for 30 days from date of estimate.</b>	Sales Tax: (8.25%)	\$0.00
Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any increase in the rate of an applicable state or local sales, excise or use tax that occurs after the effective date of this Agreement.	<b>Total:</b>	\$32,323.21

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

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

Date of Acceptance: \_\_\_\_\_



Change Proposal No.: Twenty Nine (29)  
 Project: Jefferson County Health Clinic  
 Date: September 3, 2015

Description of Change: Add Maverick Communication  
 Phone Cabling

Description	Unit	Qty	Labor Unit Price	Labor Total	Material Unit Price	Material Total	Equip.	Sub	Totals
Maverick Communications ( see attached quote )	ls	1				-		7,643.00	7,643.00
<b>NOTE: THIS EXTENDS OUR CONTRACT 5 DAYS</b>									
<b>General Conditions</b>									
Supervision	Days	5	250.00	1,250.00					1,250.00
Cleanup Labor	Hours	0	20.00	-					-
Dumpster	Each	0	600.00	-					-
<b>Subtotal</b>									8,893.00
10% Overhead									889.30
5% Contractor's Fee									444.65
<b>Subtotal</b>									10,226.95
Payment & Performance Bonds - 1%									102.00
<b>TOTAL CHANGE PROPOSAL</b>									<b>\$10,328.95</b>





Change Proposal No.: Thirty (30)  
 Project: Jefferson County Health Clinic  
 Date: September 3, 2015

Description of Change: Add Maverick Communication  
 Local Panic Button Notification System

Description	Unit	Qty	Labor Unit Price	Labor Total	Material Unit Price	Material Total	Equip.	Sub	Totals
Maverick Communications ( see attached quote )	Is	1				-		4,777.00	4,777.00
<b>NOTE: THIS EXTENDS OUR CONTRACT DAYS</b>									
<b>General Conditions</b>									
Supervision	Days	5	250.00	1,250.00					1,250.00
Cleanup Labor	Hours	0	20.00	-					-
Dumpster	Each	0	600.00	-					-
<b>Subtotal</b>									<b>6,027.00</b>
10% Overhead									602.70
5% Contractor's Fee									301.35
<b>Subtotal</b>									<b>6,931.05</b>
Payment & Performance Bonds - 1%									69.00
<b>TOTAL CHANGE PROPOSAL</b>									<b>\$7,000.05</b>

# Maverick



Communications, Inc.

PO Box 2233 Beaumont TX 77704  
 Office: (409) 840-5223 Fax (409)840-5205  
 maverickinc.com

## Firm Quote

Date:	Estimate Number:
9/2/2015	9777
	Maverick Job No:
	Customer PO No:

**Submitted To:**

N&T Construction Co., Inc.  
 Attn: Accounts Payable  
 P.O. Box 269  
 Beaumont, TX 77704

*[Faint, illegible text, possibly a stamp or signature area]*

File Name:	Customer Contact:	
Panic Button	Charlie	
Job Description:	Quantity:	Total:
This proposal is based upon Maverick Communications, Inc. installing a local panic button notification system with the following being performed:  - Installation of a Honeywell Vista-20P panel capable of expanding to forty-eight (48) buttons or sensors. - Installation of twenty-nine (29) panic buttons throughout the offices. - Installation of one (1) 8 zone expander to allowing the panel, as is, to support up to thirty-two (32) buttons or sensors (can be expanded to support up to 48 buttons or sensors if ever needed). - Installation of three (3) keypads with LCD screens which will be used to notify and display supervisors which panic button has been pressed. These keypads will have a desk mount so they can be set on a desk.  HONEYWELL VISTA -20P COMMERCIAL ATTACK PACK (6160 KEYPAD, BATTERY FOR BACKUP)	1	283.49
HONEYWELL 6160 ALPHA KEYPAD, 32 CHARACTER DISPLAY, CUSTOMER ZONE DESCRIPTIONS ***THESE TWO AND THE ONE THAT COMES IN THE KIT ABOVE WILL SERVE AS THE KEYPADS ON THE SUPERVISORS DESKS	2	294.27
HONEYWELL 8 ZONE EXPANDER	1	95.00
SURGE PROTECTOR	1	24.30
MISCELLANEOUS SMALL PARTS	1	80.00
Labor Charge - Tech (S/T Rate)	40	4,000.00
Acceptance of Estimate - The above prices, specifications, conditions and attachments are satisfactory and are hereby accepted. Maverick is authorized to do the work as specified. Note: Full payment is due within 30 days of invoice date.	<b>Subtotal:</b>	\$4,777.06
<b>* Material pricing is good for 30 days from date of estimate.</b>	Sales Tax: (8.25%)	\$0.00
Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any increase in the rate of an applicable state or local sales, excise or use tax that occurs after the effective date of this Agreement.	<b>Total:</b>	\$4,777.06

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

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

Date of Acceptance: \_\_\_\_\_



# Maverick



## Communications, Inc.

PO Box 2233 Beaumont TX 77704  
 Office: (409) 840-5223 Fax (409)840-5205  
 maverickinc.com

### Firm Quote

Date:	Estimate Number:
9/2/2015	9778
	Maverick Job No:
	Customer PO No:

**Submitted To:**

N&T Construction Co., Inc.  
 Attn: Accounts Payable  
 P.O. Box 269  
 Beaumont, TX 77704

File Name:	Customer Contact:	
Cameras	Charlie	
Job Description:	Quantity:	Total:
This estimate is based upon Maverick Communications Inc. installing nine (9) camera drops for Probation and six (6) camera drops for Heath Department. All cables will be terminated with BNC connectors. Jefferson County will mount all cameras. All work to be completed during regular business hours. RG6 Plenum Cable General BNC COAXIAL CONNECTOR Miscellaneous Small Parts Labor Charge - Tech (S/T Rate)	3 30 1 16	1,224.60 46.02 25.00 1,600.00
Acceptance of Estimate - The above prices, specifications, conditions and attachments are satisfactory and are hereby accepted. Maverick is authorized to do the work as specified. Note: Full payment is due within 30 days of invoice date.	<b>Subtotal:</b>	\$2,895.62
* Material pricing is good for 30 days from date of estimate.	Sales Tax: (8.25%)	\$0.00
Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any increase in the rate of an applicable state or local sales, excise or use tax that occurs after the effective date of this Agreement.	<b>Total:</b>	\$2,895.62

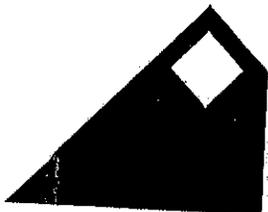
*Handwritten notes and stamps:*  
 Company No. \_\_\_\_\_  
 Item \_\_\_\_\_  
 Cod \_\_\_\_\_  
 Date \_\_\_\_\_  
 Other \_\_\_\_\_

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

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

Date of Acceptance: \_\_\_\_\_





2835 Laurel  
 PO Box 20054 (77720-0054)  
 Beaumont, TX 77702  
 409-832-0117  
 409-842-5659 (Fax)

Web  
 SignInternational.com

**Quotation: Q090315-08**

Please Reference Above Quotation Number On All Correspondence

Email  
 pm@signInternational.com

Client: N&T Construction  
Attn: Charlie Jabbla

Ship To: To Be Determined

Phone:	Fax:	Phone: TBD	Fax: TBD
Estimated Delivery: 4-6 weeks	Ship: Common Freight Carrier	Terms: Contract	F.O.B. Beaumont, TX
Project: Jefferson County Health & Adult Probation - Room Signs		Quoted By: Melanie Meriwether	Date: 9/8/2015

Item	Qty.	Description	Unit Price	Extension
1	1	Lot of (126) AP Series Room Signs -Raised Text - Radius Corners - DFT Mount - Various sizes - 3 colors	\$3,434.00	\$3,434.00
2	1	Installation of above	\$420.00	\$420.00

**Quote Total: \$3,854.00**

**Quotation Notes & Comments**

Installation is optional.  
 This quotation does not include any local or state taxes and is firm for 30 days.  
 In order to honor prices, Sign International, Inc. quote must be signed by an officer of the company.  
 Price based on exact quantities shown, SI standard typastyles, imprint and background colors.  
 Delivery is approximate and is based upon receipt of deposit, written purchase order or signed quotation, typewritten copy list, and final specifications.  
 Price based on customer providing acceptable FULL size, camera-ready artwork.  
 If submitted artwork is not full size, or requires touch-up, an additional cost will be incurred and a revised quotation submitted.  
 Sales tax is not included. Client must supply a tax-exempt number.  
 There is a \$50.00 minimum order.  
 A minimum cancellation charge of \$50.00 will apply for all cancelled orders.  
 Our bid is based on a single phase installation.  
 This Quotation is issued subject to the terms and conditions as printed the Conditions Included in the Quotation herein unless otherwise specifically agreed herein.

Melanie Meriwether

Submitted By: Melanie Meriwether Date: 9/8/2015

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

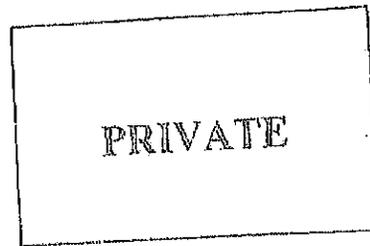
### Public Health – Door & Wall Signs

6" x 12"



(6) Blue

3" x 12"



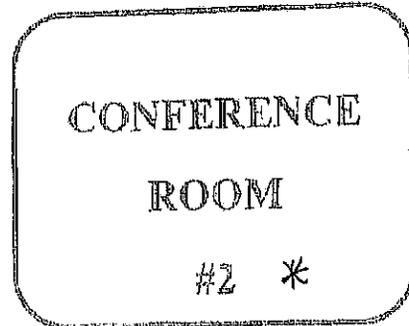
(4) Blue

6" x 12"



(1) Blue

6" x 12"



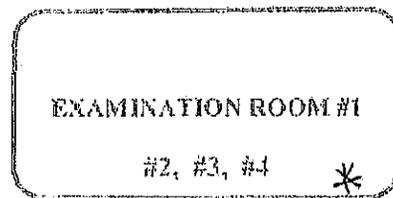
(1) RED

3" x 6"



(1) Blue

2" x 10"



(4) Blue

(1) Each

\* BRAILLE

3" x 10"

TURN OFF  
CELL PHONES

(4) Blue

3" x 10"

PATIENT  
SCREENING  
ROOM \*

(3) Blue

6" x 12"

MINOR  
PROCEDURE  
ROOM \*

(1) Blue

6" x 12"

CLINIC  
RECEPTIONIST

(1) Blue

3" x 12"

CLINIC

(1) Blue

8" x 10"

PLEASE  
SIGN IN  
AND BE SEATED

(1) Blue

\* BRAILLE

8" x 10"

PLEASE TURN OFF  
CELL PHONES  
BEFORE ENTERING  
SERVICE AREAS

(1) Blue

3" x 10"

DOCTOR'S  
OFFICE

(1) Blue

3" x 10"

MEDICAL  
DIRECTOR

(1) Blue

3" x 12"

NURSING  
SUPERVISOR

(1) Blue

6" X 12"

ADMINISTRATION

(1) Blue

6" X 12"

ADMINISTRATION  
DIRECTOR

(1) Blue

### Social Services – Door & Wall Signs

6" x 12"

SOCIAL  
SERVICES  
RECEPTIONIST

(1) Red

6" x 10"

SOCIAL  
SERVICES

(1) Red

8" x 10"

PLEASE  
SIGN IN  
AND BE SEATED

(1) Red

8" x 10"

PLEASE TURN  
CELL PHONES OFF  
BEFORE ENTERING  
SERVICE AREAS

(1) Red

6" x 12"

SOCIAL  
SERVICES  
SUPERVISOR

(1) Red

6" x 12"

EMPLOYEES  
ONLY

(1) Red

### Adult Probation – Door & Wall Signs

3" x 10"



(1) BROWN

3" x 10"



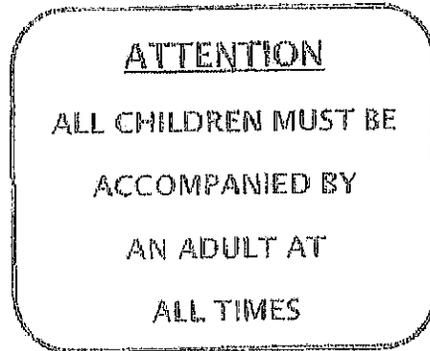
(1) BROWN

8" x 10"



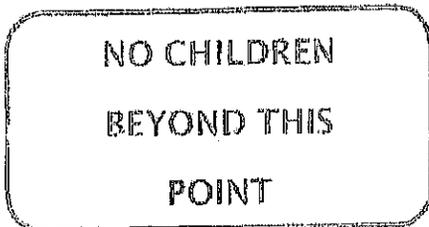
(1) BROWN

8" x 10"



(1) BROWN

3" x 10"



(1) BROWN

3" x 10"



(1) BROWN

3" x 10"

URINALYSIS LAB  
TESTING

(1) BROWN

3" x 10"

CLASSROOM \*

(1) BROWN

3" x 10"

CLASSROOM #1 \*

(1) BROWN

3" x 10"

CLASROOM #2 \*

(1) BROWN

3" x 10"

GROUP REPORTING

(2) BROWN

3" x 10"

BREAK ROOM  
EMPLOYEES ONLY \*

(2) BROWN

3" x 10

NO LARGE  
BAGS OR PURSES

(1) BROWN

3" x 10"

NO WEAPONS  
NO DRUGS

(1) BROWN

\* BRAILLE

3" x 10"

NO BACKPACKS

(1) BROWN

3" x 10"

COMMUNITY  
SERVICE  
COORDINATOR

(1) BROWN

3" X 10"

JANITORIAL  
SUPPLIES

(1) BROWN

3" X 10"

COMMUNITY  
SERVICE

(1) BROWN

8" x 10"

PLEASE DO NOT  
LEAVE CHILDREN  
UNATTENDED IN  
WAITING AREA

(1) BROWN

8" x 10"

PLEASE TURN  
CELL PHONES OFF  
BEFORE ENTERING  
SERVICE AREA

(1) BROWN

3" x 10"



(1) BROWN

3" x 10"



(1) BROWN

3" x 10"



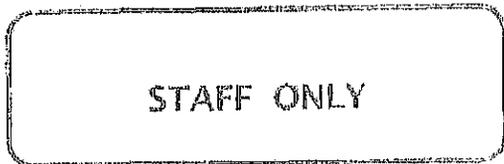
(1) BROWN

3" x 10"



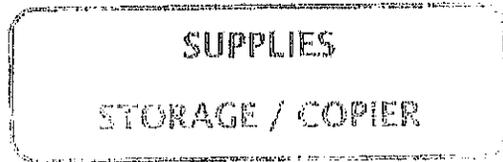
(1) BROWN

3" x 10"



(1) BROWN

3" x 10"



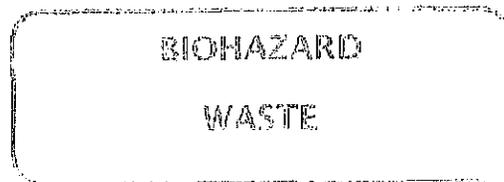
(1) BROWN

3" x 10"



(3) BROWN

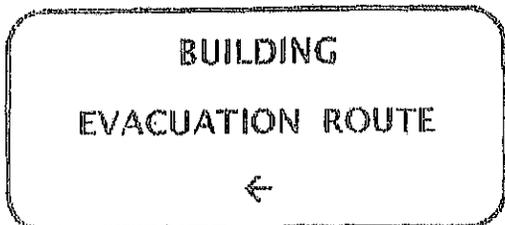
3" x 10"



(1) BROWN

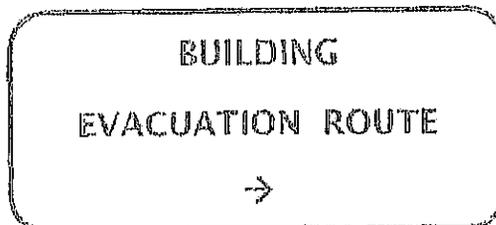
\* BRASILE

3" x 10"



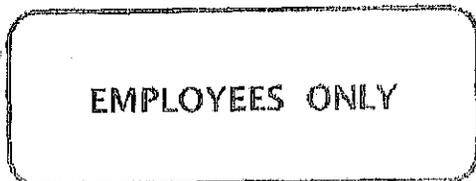
(4) BROWN

3" x 10"



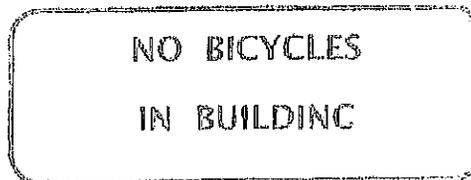
(4) BROWN

3" x 10"



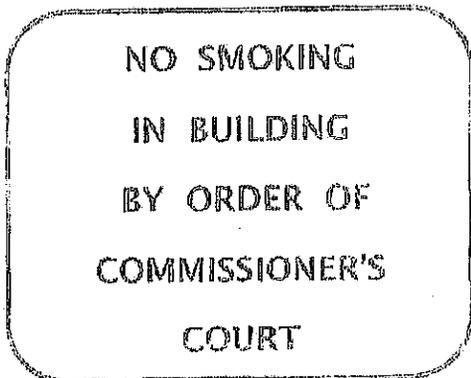
(4) BROWN

3" x 10"



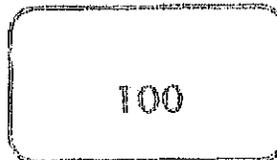
(1) BROWN

8" x 10"



(1) BROWN

3" x 3"



(1) Each Brown

(100 thru 139)

3" x 10"

CASHIER CANNOT  
ACCEPT PERSONAL  
CHECKS

(1) BROWN

8" x 10"

PAYMENTS MUST  
BE MADE BY  
CASH, CASHIERS CHECK,  
OR MONEY ORDER  
ONLY

(1) BROWN

8" X 8"

MAN SYMBOL  
WITH WHEELCHAIR  
RESTROOMS

(1) BROWN

3" x 10"

PAYMENTS  
TAKEN HERE

(1) BROWN

8" x 8"

MAN & LADY SYMBOL  
WITH WHEELCHAIR  
RESTROOMS

(2) BROWN

8" x 8"

LADY SYMBOL  
WITH WHEELCHAIR  
RESTROOM

(1) BROWN



Change Proposal No.: Thirty Two (32)  
 Project: Jefferson County Health Clinic  
 Date: September 14, 2015

Description of Change: **Supply and Install Exterior Signage**

Description	Unit	Qty	Labor-Unit Price	Labor Total	Material Unit Price	Material Total	Equip.	Sub	Totals
Percent 4 Sign Fabrication	ea	58				1,155.71			1,155.71
Labor to Install	ea.	58	\$36.00	2,088.00					2,088.00
Misc. Installation Materials	ea.	58.00			10.00	580.00			580.00
<b>General Conditions</b>									
Supervision	Days	0	250.00	-					-
Cleanup_Labor	Hours	0	20.00	-					-
Dumpster	Each	0	600.00	-					-
<b>Subtotal</b>									3,823.71
10% Overhead									382.37
5% Contractor's Fee									191.19
<b>Subtotal</b>									4,397.27
Payment & Performance Bonds - 1%									43.00
<b>TOTAL CHANGE PROPOSAL</b>									<b>\$4,440.27</b>

**Public Health – Social Service – Adult Probation  
Port Arthur – New Building Signage  
Pct. 4 Sign Fabrication**

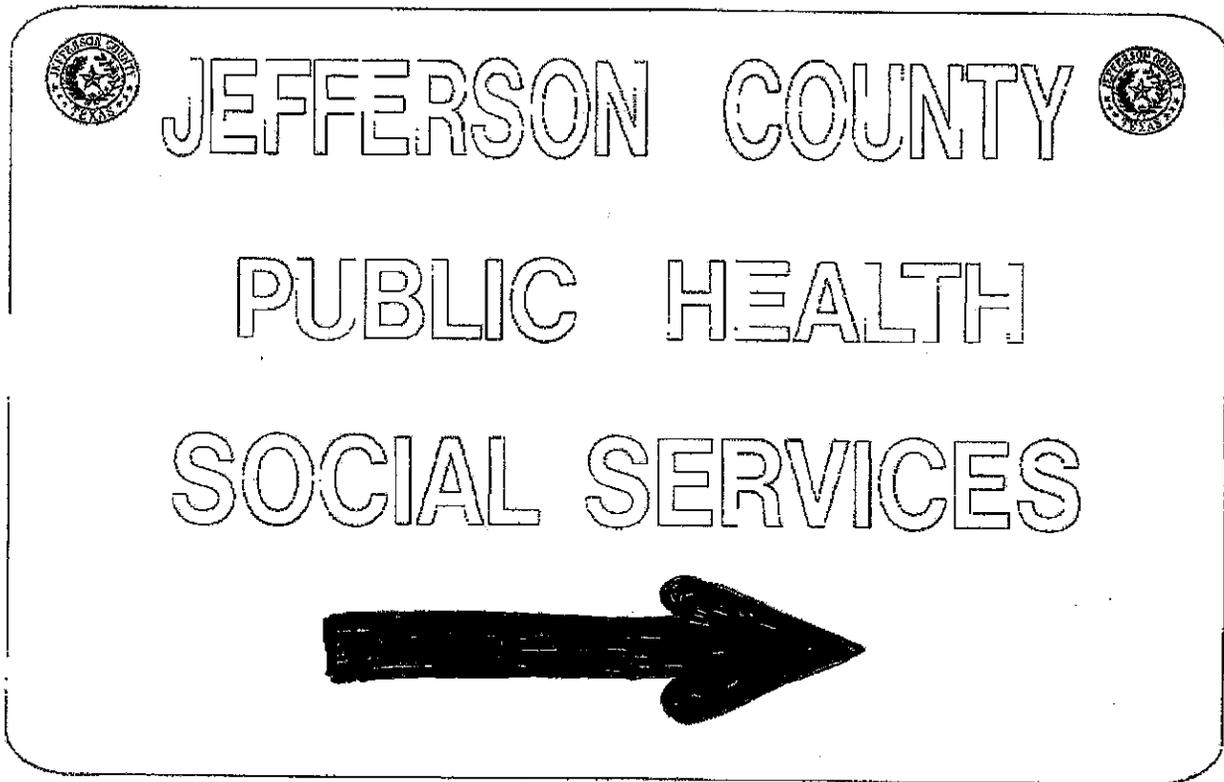
Description	Size	Quantity	Price	Total
Employee Entrance	18" x 12	4	\$ 8.60	\$ 34.40
No Smoking 25-Foot From Entrance	12" x 18"	5	\$ 9.10	\$ 45.50
Reserved Parking Staff	12" x 18"	6	\$ 9.10	\$ 54.60
<del>Handicap Parking Van Accessible</del>	<del>12" x 18"</del>	<del>8</del>	<del>\$ 12.15</del>	<del>\$ 97.20</del>
Reserved Parking Employees/Unauthorized	18" x 24"	5	\$ 14.20	\$ 71.00
Security Sign – No Weapons	18" x 24"	2	\$ 23.98	\$ 47.96
Security Sign – Notice	24" x 24"	2	\$ 28.10	\$ 56.20
Building Closed – Departments Moved	18" x 24"	3	\$ 14.20	\$ 42.60
New Location – New Building Location	18" x 24"	4	\$ 14.20	\$ 56.80
Building Informational Signs/Front & Back	36" x 36"	2	\$ 97.25	\$ 194.50
Building Door Information – PH	26-1/4" x 36"	1	\$ 35.00	\$ 35.00
Building Door Information – PB	26-1/4" x 36"	1	\$ 25.00	\$ 25.00
Address Information	70" x 19"	2	\$ 15.00	\$ 30.00
<b>Grand Total</b>				693.56 <del>8798.76</del>

**DPS, Juvenile Probation, Veterans Affair  
Sub-Courthouse  
Port Arthur – Building Signage  
Pct. 4 Sign Fabrication**

Description	Size	Quantity	Price	Total
Security Sign – No Weapons	18" x 24"	5	\$ 23.98	\$ 119.90
Security Sign – Notice	18' x 24"	5	\$ 28.10	\$ 140.50
No Smoking 25-Foot From Entrance	12" x 18"	5	\$ 9.10	\$ 45.50
Building Informational Signs – DPS, etc.	36" x 36"	1	\$ 97.25	\$ 97.25
Building Door Information – DPS, etc.	26-1/4" x 6"	1	\$ 35.00	\$ 35.00
Address Information – DPS, etc.	70" x 19"	1	\$ 15.00	\$ 15.00
No Smoking – No Pets Courthouse	26" x 36"	3	\$ 3.00	\$ 9.00
<b>Grand Total</b>				<b>\$ 462.15</b>

48" X 48"

36 X 36

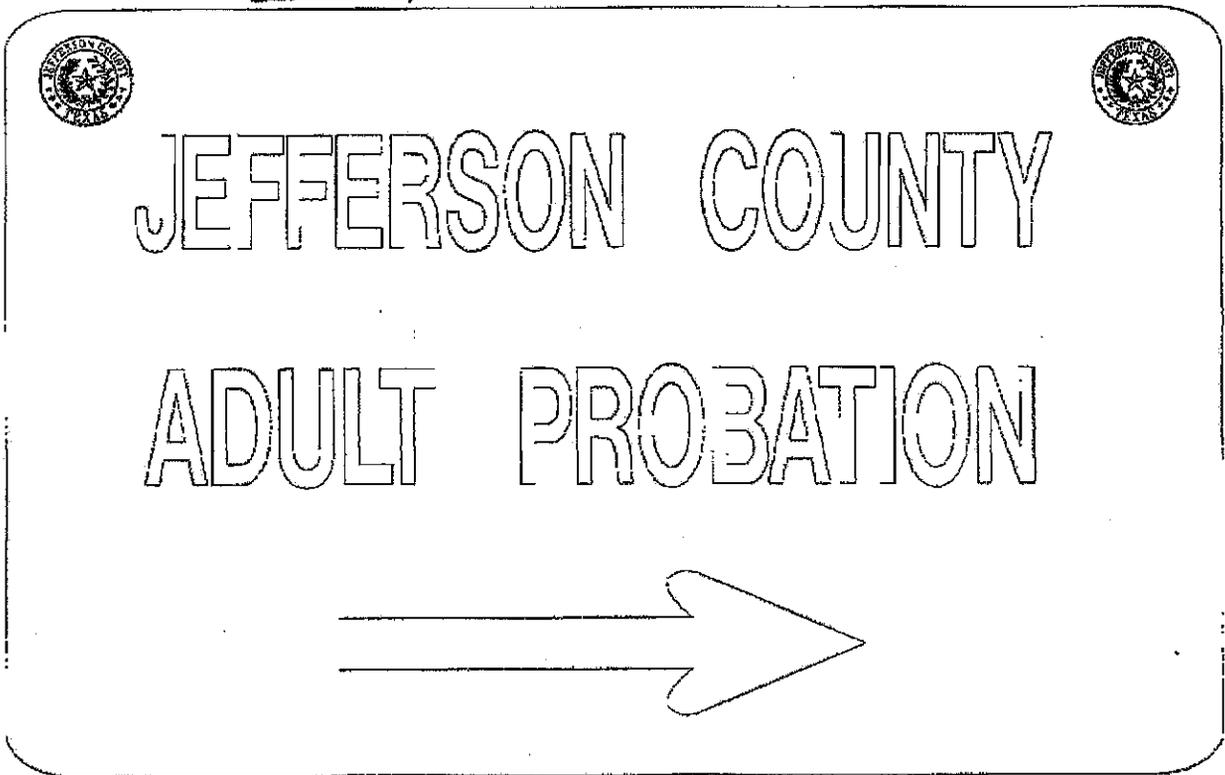


BLUE BACKGROUND

WHITE LETTERS

48" X 48"

36 X 36

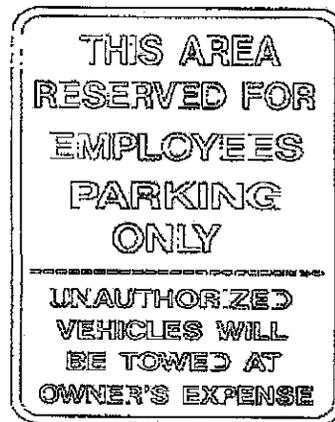


BLUE BACKGROUND

WHITE LETTERS

18" X 24"

WHITE BACKGROUND & RED LETTERING ONLY  
RESTRICTED SIGNS

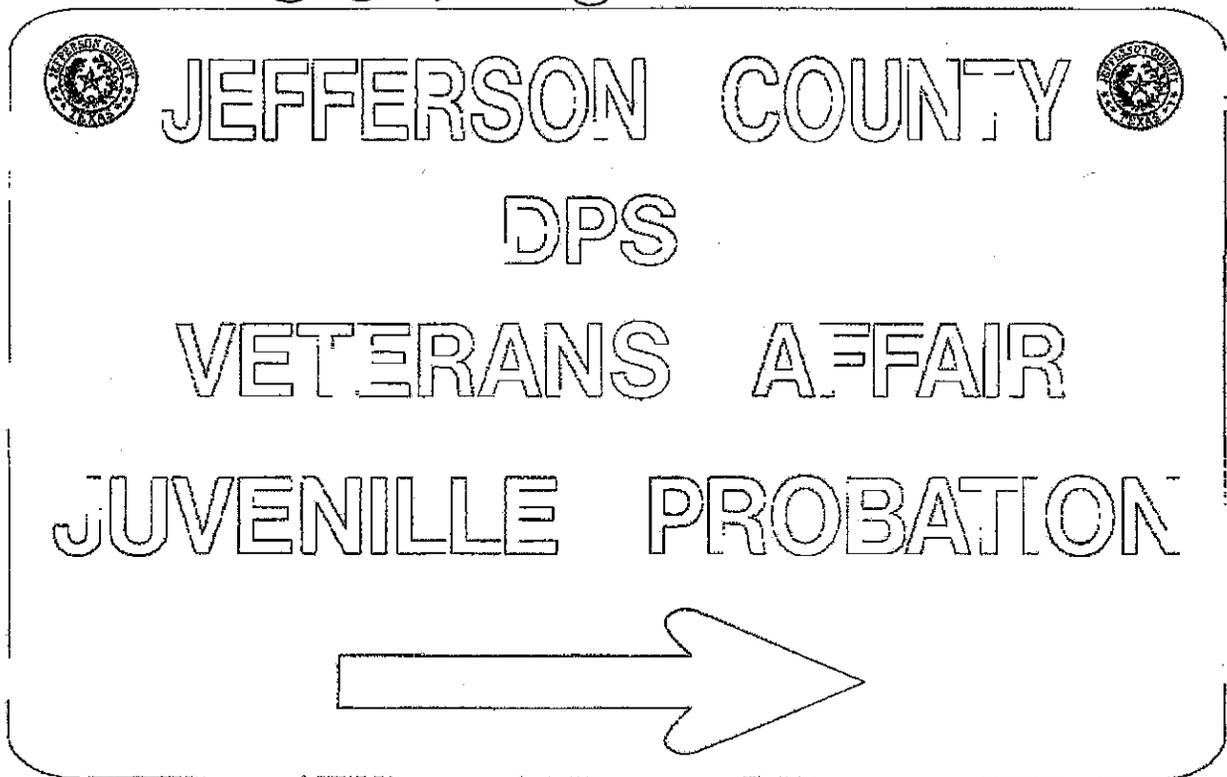


The first sign will be (3) sign along the back section of parking spaces as discussed.

The second sign will be (2) sign at each end of entrance to this area one from Public Health & the other from Probation

48" X 48"

36 X 36



BLUE BACKGROUND

WHITE LETTERS



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in cursive script, appearing to read "de", is written over the name "Deborah Clark".

Date: September 15, 2015

Re: Surplus Property Auction Correction

Consider and possibly approve correction of vehicle sold by Horn's Auction on September 5, 2015. The change is from 2000 GMC dump truck VIN #1GDM7H1C3YJ510803 to VIN #1GDM7H1C3YJ510736.

Thank you.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in black ink, appearing to be "DC", is written over the name "Deborah Clark".

Date: August 27, 2015

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of county property as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERING PROPERTY	SERIAL NO.	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
MOSS BURG 12 GAUGE SHOT GUN	CONSTABLE PCT 1	T072464	34197	CONSTABLE PCT. 8
MOSS BURG 12 GAUGE SHOT GUN	CONSTABLE PCT 1	T702546	34198	CONSTABLE PCT. 8
SHARP 60" COLOR TELEVISION	252ND DISTRICT COURT		34480	DISTRICT ATTORNEY
RED LEATHER CHAIR	DISTRICT ATTORNEY		12057	COMMISSIONER PCT. 1
RED LEATHER CHAIR	DISTRICT ATTORNEY		12307	COMMISSIONER PCT. 1
TIMES 2 FILING SYSTEM	DISTRICT ATTORNEY			COUNTY CLERK
TELEVISION	DISTRICT ATTORNEY		12368	J. P. PCT. 6
TELEVISION CART	DISTRICT ATTORNEY		12366	COURT AT LAW #3
WOODEN BOOKSHELF	DISTRICT ATTORNEY		12157	VETERANS
WOODEN BOOKSHELF	DISTRICT ATTORNEY		12105	VETERANS
4-DRAWER FILE CABINET	DISTRICT ATTORNEY		11884	VETERANS
4-DRAWER FILE CABINET	DISTRICT ATTORNEY		12072	VETERANS
HASIER 32" COLOR TELEVISION	DISTRICT ATTORNEY	TB300114800		252ND DISTRICT COURT
3-DRAWER FILE CABINET	DISTRICT CLERK		12594	ADULT PROBATION
3-DRAWER FILE CABINET	DISTRICT CLERK		12596	ADULT PROBATION
ELECTRIC GATE	ROAD & BRIDGE #2			ROAD & BRIDGE #3
42"EX MARK ZERO TURN MOWER	ROAD & BRIDGE #2		25955	ROAD & BRIDGE #1

Approved by Commissioners' Court: \_\_\_\_\_



JACK BROOKS REGIONAL AIRPORT  
WORK ORDER NO. 17

In accordance with the Master Services Agreement dated May 14, 2012 between **Jack Brooks Regional Airport of Jefferson County, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "Garver", the Owner agrees to engage Garver to perform professional services as follows:

1. **Project Title:** Development of Zoning Ordinance
2. **Project Location:** Jack Brooks Regional Airport
3. **Project Description:** The Owner requires to set in place zoning around the Runway Protection Zone (RPZ) areas that are off airport property.
4. **Consultant Scope of Services:** The Owner requests that Garver perform professional services to develop language for zoning ordinance(s). The scope of work will include the following:
  - See scope of services outlined in Appendix A.
5. **Additional Services:** For work not included in 4. above, but requested by the Owner in writing, the Owner will pay Garver for time spent on the project at the rates included in the most recent On-Call Agreement for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.
6. **Additional Responsibilities of the Owner:**

None.
7. **Schedule:**
  - The project will be carried out on a timeline as outlined by the Owner.
8. **Payment:** The lump sum amount to be paid under this Work Order is \$9,750.00. The Owner will be invoiced monthly for the work completed.
9. **Project Deliverables:**
  - See scope of services outlined in Appendix A.
10. **Attachments:**
  - Appendix A – Scope of Work
  - Appendix B – Fee Calculation

Approval and execution of this Work Order No. 17, including any attachments listed above, shall incorporate this document as part of the Master Services Agreement. Garver is authorized to begin performance of this assignment or project upon receipt of a copy of this Work Order executed by the Owner. This Work Order may be executed in two (2) or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Work Order No. 17 effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: Frank McIlwain  
*Signature*

Name: \_\_\_\_\_  
*Print Name*

Name: FRANK McILWAIN  
*Print Name*

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

Title: VICE PRESIDENT

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

Date: 9/1/15

Attest: \_\_\_\_\_

Attest: Thomas C. St...



**APPENDIX A  
SCOPE OF SERVICES  
Jack Brooks Regional Airport  
Development of Zoning Ordinance**

**2.1 General**

Generally, the scope of services includes professional services for the preparation of new hazard and airport compatible land use zones for areas within the Runway Protection Zone (RPZ) areas at Jack Brooks Regional Airport.

**2.2 Coordination**

Garver will prepare up to two (2) new zoning ordinances to protect the Runway Protection Zone (RPZ) areas around the airport and furnish consultation and advice to the Owner during the performance of this service. Garver will attend meetings, workshops, or conferences alone and with Owner's representatives, local officials, state and federal agencies, and utility companies as indicated in this scope of services.

**2.3 Research and Records Review**

Garver will perform research and records review based on information provided by the Owner as well as research of the public record for examples of other Texas airports that have developed zoning ordinance(s) for their airports.

**2.4 Working Session**

Garver will attend a working session meeting at Jefferson County to discuss the findings of research and collaborate with County officials in the development of the ordinance(s). Comments received from the Owner and FAA that are accepted by Garver will be addressed and implemented after this working session.

**2.5 Ordinance Preparation**

Garver will prepare language to be used by Jefferson County to develop and approve ordinance(s) related to both Hazard and Airport Compatible Land Use Zoning

**2.6 Project Deliverables**

The following will be submitted to the Owner, or others as indicated, by Garver:

- Language for use in incorporating zoning ordinance(s) to protect RPZ areas that are off airport property.
- Maps and diagrams as needed to depict the limits of zoning areas.



## **2.7 Extra Work**

The following items are not included under this agreement but will be considered as extra work:

1. Revisions for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Property acquisition-related services.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

**APPENDIX B****JACK BROOKS REGIONAL AIRPORT  
ZONING ORDINANCE DEVELOPMENT**

WORK TASK DESCRIPTION	E-6	E-2	P-2	X-1
	hr	hr	hr	hr
<b>1. ZONING ORDINANCE DEVELOPMENT</b>				
Research		2	4	
Work Session with County Officials	5		8	2
Ordinance Writing		2	2	1
Presentation to County	5	1	10	
Ordinance Completion		2	4	1
<b>Subtotal - Civil Engineering</b>	<b>10</b>	<b>7</b>	<b>28</b>	<b>4</b>

<b>Hours</b>	<b>10</b>	<b>7</b>	<b>28</b>	<b>4</b>
<b>Salary Costs</b>	<b>\$2,760</b>	<b>\$910</b>	<b>\$4,424</b>	<b>\$252</b>

**SUBTOTAL - SALARIES: \$8,346.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$54.00
Travel Costs	\$1,350.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES \$1,404.00**

**SUBTOTAL: \$9,750.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$9,750.00**



# JEFFERSON COUNTY PURCHASING DIVISION

*Deborah L. Clark, County Purchasing Agent*

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

## MEMORANDUM

To: Commissioners' Court

Cc: Patrick Swain County Auditor

From: Deborah L. Clark, Purchasing Agent *dc*

Date: September 16, 2015

Re: Print Shop Budget Amendment

I am requesting a Budget Amendment be placed on the Commissioners' Court Agenda for Monday, September 21, 2015, for a transfer of \$1750.00 from 12010184195077 to 12010184196002. The Printshop's computer needs to be replaced with an upgraded system in order to be able to open documents that are created with updated versions of software.

Attached are the recommended specifications from the MIS Department.

Thank you for your attention to this matter.



**PCMG, Inc.**

14120 Newbrook Drive, Suite 100 - Chantilly, VA 20161

Duns #: 12-038-5420

Tax ID #: 33-0964088

**PRICE QUOTATION**

**ACCOUNT MANAGER**  
 Jason Willett  
 T: (800) 625-5468 x 38086  
 F: (310) 630-6518  
 jason.willett@pcmg.com

**BILL TO**  
 Jefferson County Auditors Off  
 Accounts Payable  
 1149 Pearl St., 7th Fl.  
 BEAUMONT, TX 77704  
 409-835-8447

QUOTE TOTAL: \$1,095.00  
 QUOTE NO: 80202317  
 ATTN: JAMES MACHING  
 ACCOUNT NO: 2270500  
 PROJECT REF: PURCHASING  
 QUOTE DATE: 8 Aug 15  
 QUOTE EXPIRES: 28 AUG 15

LN	QTY	MFR	PCMG NO.	MFR NO.	DESCRIPTION	CONTRACT	QUOTE PRICE	EXT. PRICE
1	1	DELL	13407860	701944888	BTO OPT 7020 MT 4890 3.3GHZ 4GB W7P84	BuyBoard 408-12	\$1,095.00	\$1,095.00
					*JEFFERSON COUNTY STANDARD CONFIG DESKTOP AND MONITOR*			
VIA: UPS GROUND							<b>SUBTOTAL:</b>	\$1,095.00
							TAX:	\$0.00
							FREIGHT:	\$0.00
							<b>TOTAL:</b>	<b>\$1,095.00</b>

**ORDER INFORMATION / SPECIAL NOTES**  
 Please make your purchase order out to 'PCMG, Inc.' (i.e. not 'PCM', 'PC Mall', or 'Maomall').  
 P.O. must include the quote number (i.e. S123456), part numbers, a signature, and payment terms (Net 30).  
 Please \*e-mail\* (jason.willett@pcmg.com) or fax (310-630-6518) purchase order to Attn: JASON WILLETT. E-mail is preferred.  
 Software license: purchase orders must include an \*e-mail address\* and an end-user name, or order may be delayed.

**PLEASE REMIT PAYMENT TO:**  
 PCMG, Inc.  
 File 65327  
 Los Angeles, CA 90074-5327

Prices are subject to change without notice.

The attached quote was created on <https://www.publicsector.shldirect.com> by Vanessa Lachney.



**Pricing Proposal**

Quotation #:	10082906
Description:	MS Office Pro Plus 2013-Aug
Created On:	Aug-06-2015
Valid Until:	Aug-31-2015

**Texas Govt**

**Vanessa Lachney**

Phone: 4098368447

Fax:

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

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Microsoft Office Professional Plus 2013 - license Microsoft - Part#: 79P-04712 Note: 5121 - City of Denton MS Select Plus	1	\$328.20	\$328.20
Total			\$328.20

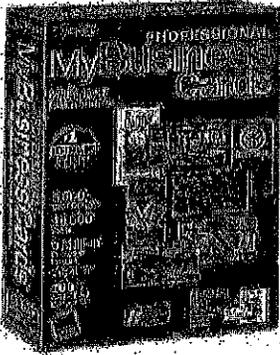
**Additional Comments**

Retrieve your quote:

<https://www.publicsector.shldirect.com/Quotes/QuoteInfo.aspx>

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.



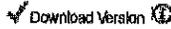


**My Professional Business Cards, Download Version**

Item # 348025 Entered Item # 348025

Your Price  
**\$27.29**  
 / each

ONLINE



Delivery, pricing, and availability policy

Non Returnable

**DESCRIPTION**

- Easy-to-use - Just 5 minutes to learn the basics, card design wizard, built-in address book, and more
- Affordable - design, customize, and print professional business cards for just \$29.95
- Proven success - #1 Business Card Selling Software\*
- Build a professional image with Matching Sets
- Easy access to advanced design tools - image and text effects including invert, emboss, blur, drop shadow, transparency, text art feature, and more
- Design cards for ANY business - caterer, daycare center, construction firm, travel agency, photographer, and more
- Guaranteed quality business cards - 100% Avery® and PaperDirect® compatible

**PRODUCT DETAILS**

Item#	348025
Manufacturer #	KYCP456U6252FJC
minimum processor compatibility	Pentium II or higher
brand name	Avenquest Software
publisher	Avenquest Software
version	7.0
distributor	Aryato digital services Canada, Inc.
additional requirements	Inkjet or laser printer, VGA monitor
software type	download
minimum hard disk space	280 MB
operating system compatibility	Windows 7 Starter; Windows 7 Home Basic; Windows 7 Home Premium; Windows 7 Professional; Windows 7 Ultimate; Windows 7 Enterprise; Windows 7 Home Basic x64; Windows 7 Home Premium x64; Windows 7 Professional x64; Windows 7 Ultimate x64; Windows 7 Enterprise x64; Windows Vista Starter; Windows Vista Home Basic; Windows Vista Home Premium; Windows Vista Business; Windows Vista Enterprise; Windows Vista Ultimate; Windows XP; Windows XP Home; Windows XP Professional
download size	178496 KB
memory requirements	256 MB
Back To Top	



## DISPUTE RESOLUTION CENTER OF JEFFERSON COUNTY

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Jefferson County Courthouse-Annex 1 ♦ 215 Franklin, Ste 131A, Beaumont, TX 77701  
Phone: (409) 835-8747 ♦ Fax: (409) 784-5811 ♦ Website: [www.co.jefferson.tx.us](http://www.co.jefferson.tx.us)

Date: September 11, 2015  
To: Fran Lee, Auditor's Office  
Re: Request to Transfer Funds

Hi Fran,

The Dispute Resolution Center (DRC) is requesting \$1,500.00 be transferred from Account #120-2060-412.40-52 (Postage) to Account #120-2060-412.30-78 (Office Supplies) to purchase needed office supplies.

Please let me know if you need any additional information. Thank you so much for your help with this.

Sincerely,

A handwritten signature in cursive script that reads "Kara Hawthorn". The signature is fluid and includes a large flourish at the end.

Kara Hawthorn  
Executive Director

**Patrick Swain**

---

**From:** ndgrants@fema.gov  
**Sent:** Thursday, September 10, 2015 9:39 AM  
**To:** pswain@co.jefferson.tx.us  
**Subject:** Award Notification

Ms Patrick Swain  
Jefferson County, Texas  
1149 Pearl, 7th Floor  
Beaumont, TX, 77701

Congratulations!

Your grant application EMW-2015-PU-APP-00143 submitted under the Department of Homeland Security's (DHS) FY 2015 Port Security Grant Program has been approved for award and the award number is EMW-2015-PU-00143-S01 . Please go to [<https://portal.fema.gov>]. This will take you to the ND Grants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line. Please note you must be the Authorizing Official in order to accept the award.

Once you are in the system, the Home page will be the first screen you see. You will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review the award package for your award. Please print your award package for your records.

While you are in the system, you will see a link that says 1199A Forms on the left. Click this link. This link will take you to the SF1199A, Direct Deposit Sign-up Form. Please fill out and have your bank complete and sign the SF1199A. The SF1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center  
Attn: Vendor Maintenance  
P.O. Box 9001  
Winchester, VA 22604

Secured Fax: (540) 504-2625  
Email: [FEMA-Finance@FEMA.DHS.gov](mailto:FEMA-Finance@FEMA.DHS.gov)

Keep a copy of the form in your grant files. If you have any questions regarding your SF-1199A, please call 1-866-927-5646 or write to us at [Ask-GMD@fema.gov](mailto:Ask-GMD@fema.gov).

Jefferson County  
Port Security Grant Summary  
2015

	Total	Federal	Local	Match Source
12 replacement engines	\$ 248,000	\$ 186,000	\$ 62,000	Marine
22 replacement hydraulic shock absorbing seats and modifications to 2 boats	76,000	57,000	19,000	Marine
Build 6000 sq. ft. Storage and maintenance building adjacent to our hanger at Airport	375,000	281,250	93,750	Marine
Maintenance and Warranty for the Ship Channel Camera System	92,700	69,525	23,175	Marine
 Total	 \$ 791,700	 \$ 593,775	 \$ 197,925	

## Award Letter



U.S. Department of Homeland Security  
Washington, D.C. 20472

Patrick Swain  
Jefferson County, Texas  
1149 Pearl, 7th Floor  
Beaumont, TX 77701

Re: Grant No. EMW-2015-PU-00143

Dear Patrick Swain:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Port Security Grant Program has been approved in the amount of \$593,775.00 . As a condition of this award, you are required to contribute a cost match in the amount of \$197,925.00 of non-Federal funds, or 25 percent of the total approved project costs of \$791,700.00 .

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Port Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

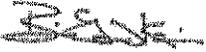
FEMA Finance Center  
Attn: Vendor Maintenance  
P.O. Box 9001  
Winchester, VA 22604

Secured Fax: (540) 504-2625  
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all

FEMA awards. The System for Award Management is located at <http://www.sam.gov>. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.



BRIAN KAMOIE, GPD Assistant Administrator

**Agreement Articles**

2015-09-01 00:00:00.0



U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Port Security Grant Program**

**GRANTEE:** Jefferson County, Texas  
**PROGRAM:** Port Security Grant Program  
**AGREEMENT NUMBER:** EMW-2015-PU-00143-S01

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Article XXX	Rehabilitation Act of 1973
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Article XXXIII	Use of DHS Seal, Logo and Flags
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Article XXXV	DHS Specific Acknowledgements and Assurances
Article XXXVI	Disposition of Equipment Acquired Under the Federal Award
Article XXXVII	Prior Approval for Modification of Approved Budget
Article XXXVIII	Acceptance of Post Award Changes

#### **Article I - Summary Description of Project**

Project 1: Marine Division Maintenance & Operation is fully funded for \$524,250.

Project 2: Sabine Neches Waterway Camera Maintenance is fully funded for \$69,525.

#### **Article II - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article III - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article IV - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.)*, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### **Article V - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

#### **Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

#### **Article VII - Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article VIII - Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

#### **Article IX - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

#### **Article X - Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

#### **Article XI - Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### **Article XII - Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

#### **Article XIII - Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms

and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

#### **Article XIV - Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

#### **Article XV - Reporting Subawards and Executive Compensation**

##### **a. Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### **b. Reporting Total Compensation of Recipient Executives.**

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

##### **c. Reporting of Total Compensation of Subrecipient Executives.**

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. In the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

**d. Exemptions**

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

And

ii. The total compensation of the five most highly compensated executives of any subrecipient.

**e. Definitions. For purposes of this award term:**

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### **Article XVI - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article XVII - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

#### **Article XVIII - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XIX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

#### **Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **Article XXI - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

### **Article XXII - Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

### **Article XXIII - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

### **Article XXIV - Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **Article XXV - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

#### **a. Contracts for more than the simplified acquisition threshold set at \$150,000.**

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

#### **b. Contracts in excess of \$10,000.**

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

### **Article XXVI - SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **Article XXVII - Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

### **Article XXVIII - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

## **Article XXIX - Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

## **Article XXX - Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

## **Article XXXI - System of Award Management and Universal Identifier Requirements**

### **A. Requirement for System of Award Management**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

### **B. Requirement for unique entity identifier**

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

### **C. Definitions**

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

#### **Article XXXII - USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose

#### **Article XXXIII - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XXXIV - Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

#### **Article XXXV - DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article XXXVI - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

#### **Article XXXVII - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article XXXVIII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

**Obligating Document for Award/Amendment**

1a. AGREEMENT NO. 2. AMENDMENT 3. RECIPIENT NO. 4. TYPE OF ACTION 5. CONTROL NO.  
 EMW-2015-PU-00143-S01 AMENDMENT746000291 NO. W510955N  
 \*\*\*

6. RECIPIENT NAME AND ADDRESS  
 Jefferson County, Texas  
 1149 Pearl, 7th Floor  
 Beaumont, TX, 77701

7. ISSUING FEMA OFFICE AND ADDRESS  
 Grant Operations  
 245 Murray Lane - Building 410, SW  
 Washington DC, 20528-7000  
 POC: 866-927-5646

8. PAYMENT OFFICE AND ADDRESS  
 Financial Services Branch  
 500 C Street, S.W., Room 723  
 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER  
 Patrick Swain

10. NAME OF FEMA PROJECT COORDINATOR  
 Central Scheduling and Information Desk  
 Phone: 800-368-6498  
 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION  
 09/01/2015

12. METHOD OF PAYMENT  
 PARS

13. ASSISTANCE ARRANGEMENT  
 Cost Reimbursement

14. PERFORMANCE PERIOD  
 From: 09/01/2015 To: 08/31/2018  
 Budget Period  
 09/01/2015 08/31/2018

15. DESCRIPTION OF ACTION  
 a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2015-SL-B411-P410- -4101-D;W510955N \$ 593,775.00	\$0.00	\$593,775.00	\$593,775.00	\$197,925.00
<b>TOTALS</b>			<b>\$0.00</b>	<b>\$593,775.00</b>	<b>\$593,775.00</b>	<b>\$197,925.00</b>

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
 N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)  
 Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN  
 This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)  
 N/A

DATE  
 N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)  
 ANDREA GORDON, Assistance Officer

DATE  
 09/09/2015

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TAMARA DEROUEN	300.00	412074	
WARREN'S DO-NUTS	84.46	412130	384.46**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	463.60	411977	
CARQUEST AUTO PARTS # 96	524.80	411983	
ENTERGY	92.23	412007	
M&D SUPPLY	35.15	412026	
MUNRO'S	67.00	412032	
SMART'S TRUCK & TRAILER, INC.	19.44	412052	
SOUTHEAST TEXAS WATER	14.00	412053	
TRIANGLE EQUIPMENT CO.	10.95	412062	
TRI-CON, INC.	478.50	412063	
SOUTHERN TIRE MART, LLC	55.00	412076	
ASCO	1,364.15	412185	
A-1 MAIDA FENCE COMPANY	50.00	412204	
BK INDUSTRIAL SOLUTIONS LLC	106.60	412206	3,281.42**
ROAD & BRIDGE PCT.#2			
SUPERIOR TIRE & SERVICE	400.90	411974	
MUNRO'S	18.45	412032	
POSTMASTER	196.00	412042	
AT&T	91.53	412055	
FASTENAL	840.55	412084	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	4,702.37	412118	
NEW WAVE WELDING TECHNOLOGY	6.82	412150	
GCR TIRES & SERVICE	1,906.00	412197	8,162.62**
ROAD & BRIDGE PCT. # 3			
HILO / O'REILLY AUTO PARTS	19.54	411960	
CITY OF PORT ARTHUR - WATER DEPT.	30.64	411986	
ENTERGY	27.66	412007	
HERTZ EQUIPMENT RENTAL	2,414.00	412012	
MUNRO'S	18.23	412032	
TRANSIT & LEVEL CLINIC	4,413.00	412060	
STRATTON INC.	99.99	412067	
HOWARD'S AUTO SUPPLY	27.53	412083	
FASTENAL	1,596.10	412084	
LOWE'S HOME CENTERS, INC.	659.34	412110	
RURAL PIPE & SUPPLY CO	4,094.96	412136	
MARTIN PRODUCT SALES LLC	16,013.00	412137	29,413.99**
ROAD & BRIDGE PCT.#4			
M&D SUPPLY	13.98	412026	
MUNRO'S	64.02	412032	
EVERETT D ALFRED	149.94	412117	
BELT SOURCE	92.70	412135	
MARTIN PRODUCT SALES LLC	10,403.67	412137	
TAYLOR CAREER CENTER	312.00	412139	
ADVANCED CUTTING SYSTEM	571.61	412140	
SAM'S CLUB DIRECT	347.07	412180	11,954.99**
ENGINEERING FUND			
WHITE REPROGRAPHICS	7.50	412068	7.50**
PARKS & RECREATION			
CASH ADVANCE ACCOUNT	5.00	412021	
SPRINT WASTE SERVICES LP	310.80	412195	315.80**
GENERAL FUND			
JEFFERSON CTY. CLERK	1,021.01	411961	
JEFFERSON CTY. CLERK	895.56	411962	1,916.57*
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	540.36	412098	540.36*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	180.00	411980	
MOORMAN & ASSOCIATES, INC.	300.00	412031	
OFFICE DEPOT	43.29	412036	
PRE CHECK, INC.	144.75	412091	
UNITED STATES POSTAL SERVICE	4.58	412098	672.62*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	19.06	412098	19.06*
COUNTY CLERK			
CASH ADVANCE ACCOUNT	2,334.98	412021	
OFFICE DEPOT	192.36	412036	
XEROX CORPORATION	1,010.86	412070	
CDW COMPUTER CENTERS, INC.	862.32	412085	
UNITED STATES POSTAL SERVICE	193.57	412098	4,594.09*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	200.00	412003	
OFFICE DEPOT	160.69	412036	
BRACK JONES JR.	500.00	412078	
UNITED STATES POSTAL SERVICE	4.68	412098	
ALLEN PARKER	500.00	412159	
DUNHAM HALLMARK PLLC	500.00	412171	1,865.37*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.91	412098	2.91*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	227.80	412098	227.80*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,448.12	412037	1,448.12*
PURCHASING DEPARTMENT			
OFFICE DEPOT	146.32	412036	
UNITED STATES POSTAL SERVICE	5.68	412098	152.00*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	60.00	412021	
TIME WARNER COMMUNICATIONS	191.75	412057	
DYNAMEX INC	204.88	412192	
RR DONNELLEY	111.79	412213	568.42*
DATA PROCESSING			
OFFICE DEPOT	124.35	412036	
CDW COMPUTER CENTERS, INC.	2,123.32	412085	
SHI GOVERNMENT SOLUTIONS, INC.	13,245.00	412103	
TIGER DIRECT.COM	127.15	412154	
JEFFERSON COUNTY CREDIT CARDS	390.44	412166	16,010.26*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	246.11	412098	246.11*
ELECTIONS DEPARTMENT			
CASH ADVANCE ACCOUNT	1,721.13	412021	
UNITED STATES POSTAL SERVICE	212.92	412098	
DATA ID SYSTEMS	1,086.81	412143	3,020.86*
DISTRICT ATTORNEY			

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHERN COMPUTER WAREHOUSE	266.56	411976	
CAMEO / SABINE NECHES TRAVEL	1,442.40	411982	
RAY COXE, PH.D.	750.00	411995	
HERNANDEZ OFFICE SUPPLY, INC.	1,375.74	412011	
CASH ADVANCE ACCOUNT	225.44	412021	
MIKE LAIRD, ATTORNEY AT LAW	944.24	412025	
JOHN NELSON	43.12	412033	
OFFICE DEPOT	1,814.93	412036	
ELIZABETH PARKS	242.50	412039	
TEXAS DISTRICT & COUNTY ATTY ASSN.	935.00	412059	
TRIANGLE BLUE PRINT CO., INC.	33.25	412061	
CDW COMPUTER CENTERS, INC.	1,714.62	412085	
UNITED STATES POSTAL SERVICE	182.62	412098	
CHILD ABUSE & FORENSIC SERVICES	125.00	412107	
KIM HOBBS	1,286.92	412191	
TRANSUNION RISK AND ALTERNATIVE	111.00	412202	
			11,493.34*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	2,028.75	412021	
OFFICE DEPOT	673.01	412036	
UNITED STATES POSTAL SERVICE	508.46	412098	
			3,210.22*
CRIMINAL DISTRICT COURT			
WILBARGER COUNTY, TEXAS - COUNTY	705.00	411963	
TODD W. LEBLANC	800.00	411968	
LEAH HAYES	1,188.25	412010	
KEVIN S. LAINE	1,953.00	412081	
UNITED STATES POSTAL SERVICE	22.05	412098	
CAROLYN WIEDENFELD	600.00	412113	
ANTOINETTE BRADLEY	800.00	412119	
JAMES R. MAKIN, P.C.	1,782.59	412170	
			7,850.89*
58TH DISTRICT COURT			
COURT REPORTERS CERT BOARD	210.00	411993	
LEXIS-NEXIS	52.00	412099	
			262.00*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.42	412098	
			.42*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.83	412098	
LEXIS-NEXIS	54.00	412099	
			54.83*
172ND DISTRICT COURT			
CASH ADVANCE ACCOUNT	781.50	412021	
MSC SYSTEMS	87.50	412077	
LEXIS-NEXIS	53.00	412099	
			922.00*
252ND DISTRICT COURT			
WILBARGER COUNTY, TEXAS - COUNTY	705.00	411963	
ALL AMERICAN MOVING & STORAGE	188.00	411964	
THOMAS J. BURBANK, P.C.	1,987.50	411981	
LEAH HAYES	1,731.45	412010	
BRACK JONES JR.	8,333.33	412079	
JOHN D WEST	600.00	412089	
UNITED STATES POSTAL SERVICE	121.31	412098	
LEXIS-NEXIS	53.00	412099	
RYAN GERTZ	1,650.00	412158	
ALLEN PARKER	4,167.00	412160	
JAMES R. MAKIN, P.C.	7,176.25	412170	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	412174	
			27,307.84*
279TH DISTRICT COURT			
LEXIS-NEXIS	53.00	412099	
ANGELA L MORMAN	150.00	412144	
			203.00*
317TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
LEXIS-NEXIS	53.00	412099	
ERIC ANDELL	98.90	412216	
JUSTICE COURT-PCT 1 PL 1			151.90*
UNITED STATES POSTAL SERVICE	25.24	412098	
JUSTICE COURT-PCT 1 PL 2			25.24*
CDW COMPUTER CENTERS, INC.	565.72	412085	
UNITED STATES POSTAL SERVICE	12.73	412098	
JUSTICE COURT-PCT 2			578.45*
US POSTAL SERVICE	294.00	412105	
JUSTICE COURT-PCT 4			294.00*
OFFICE DEPOT	368.91	412036	
AT&T	75.18	412055	
JUSTICE COURT-PCT 6			444.09*
ELECTRONIC OFFICE MACHINES	78.00	411998	
UNITED STATES POSTAL SERVICE	112.34	412098	
JUSTICE COURT-PCT 7			190.34*
OFFICE DEPOT	22.34	412036	
COUNTY COURT AT LAW NO.1			22.34*
UNITED STATES POSTAL SERVICE	.83	412098	
LEXIS-NEXIS	47.00	412099	
GERALD EDDINS	743.40	412184	
COUNTY COURT AT LAW NO. 2			791.23*
DAVID GROVE	250.00	411970	
DAVID W BARLOW	500.00	411979	
BRUCE W. COBB	250.00	411989	
JOHN E MACEY	635.00	412027	
NATHAN REYNOLDS, JR.	300.00	412043	
KEVIN S. LAINE	250.00	412081	
UNITED STATES POSTAL SERVICE	16.29	412098	
DANIEL CLAYTON	750.00	412101	
LANGSTON ADAMS	250.00	412115	
JOEL WEBB VAZQUEZ	250.00	412123	
LAURIE PEROZZO	250.00	412156	
JEFFERSON COUNTY CREDIT CARDS	250.00	412166	
THE DAWS LAW FIRM PLLC	250.00	412194	
CORY J CRENSHAW	130.39	412203	
COUNTY COURT AT LAW NO. 3			4,331.68*
UNITED STATES POSTAL SERVICE	4.99	412098	
LEXIS-NEXIS	52.00	412099	
JOEL WEBB VAZQUEZ	250.00	412123	
SAMUEL & SON LAW FIRM PLLC	250.00	412199	
THE CEDILLO LAW FIRM	250.00	412207	
COURT MASTER			806.99*
LEONARD J. GIBLIN, JR.	2,800.00	412002	
UNITED STATES POSTAL SERVICE	3.30	412098	
LEXIS-NEXIS	53.00	412099	
MEDIATION CENTER			2,856.30*
UNITED STATES POSTAL SERVICE	.42	412098	
ALTERNATIVE SCHOOL			.42*

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	825.40	412021	825.40*
SHERIFF'S DEPARTMENT			
COCOMO JOE'S	815.75	411990	
FED EX	48.97	412000	
GT DISTRIBUTORS, INC.	200.56	412001	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,177.00	412017	
KAY ELECTRONICS, INC.	247.05	412023	
MOORMAN & ASSOCIATES, INC.	750.00	412031	
OFFICE DEPOT	863.92	412036	
SHERIFF'S ASSOCIATION OF TEXAS	25.00	412050	
AT&T	122.20	412055	
CDW COMPUTER CENTERS, INC.	750.75	412085	
UNITED STATES POSTAL SERVICE	1,164.99	412098	
BEAUMONT OCCUPATIONAL SERVICE, INC.	98.85	412106	
MARK ELLIS	104.87	412138	
RITA HURT	550.00	412176	7,919.91*
CRIME LABORATORY			
COLLABORATIVE TESTING SERVICES	170.00	411991	
W.W. GRAINGER, INC.	70.03	412005	
SANITARY SUPPLY, INC.	181.62	412047	
HENRY SCHEIN, INC.	100.60	412048	522.25*
JAIL - NO. 2			
ACTION AUTO GLASS	576.32	411969	
DESSER TIRE & RUBBER COMPANY	2,889.66	411996	
ECOLAB	399.90	411997	
W.W. GRAINGER, INC.	135.15	412005	
GULF COAST SCREW & SUPPLY	15.50	412006	
JACK BROOKS REGIONAL AIRPORT	646.24	412019	
CASH ADVANCE ACCOUNT	4,127.00	412021	
M&D SUPPLY	423.62	412026	
MCNEILL INSURANCE AGENCY	71.00	412029	
MOORE SUPPLY, INC.	240.46	412030	
OFFICE DEPOT	799.80	412036	
RALPH'S INDUSTRIAL ELECTRONICS	106.15	412045	
SHERWIN-WILLIAMS	331.19	412051	
AT&T	1,348.22	412055	
SUPERIOR SUPPLY & STEEL	146.00	412088	
LOWE'S HOME CENTERS, INC.	155.68	412110	
PORTER-STRAIT INSTRUMENT CO., INC.	2,550.00	412129	
TRIDENT PETROLEUM EQUIPMENT	290.45	412134	
BELT SOURCE	23.07	412135	
FIRETROL PROTECTION SYSTEMS, INC.	304.00	412153	
WORLD FUEL SERVICES	672.44	412157	
FIVE STAR CORRECTIONAL SERVICE	16,897.49	412163	
FIVE STAR CORRECTIONAL SERVICE	17,103.63	412164	
JEFFERSON COUNTY CREDIT CARDS	70.99	412166	
TROOP INDUSTRIAL	94.70	412179	
CONMED INC	269,443.20	412183	
LONE STAR UNIFORMS	404.42	412210	320,266.28*
JUVENILE PROBATION DEPT.			
US FLAG & FLAGPOLE SUPPLY	216.00	412073	
UNITED STATES POSTAL SERVICE	26.10	412098	
LATASHA DILL	140.88	412132	
YOUTH ADVOCATE PROGRAM	2,834.21	412145	
RASHUNDA FLETCHER	127.08	412151	
CLINTON DEROUEN	53.48	412177	
SILSBEE FORD INC	570.00	412193	
CHRISTAL CHANNELL	112.13	412211	4,079.88*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	242.50	411975	
OVERHEAD DOOR CO.	818.00	412038	
WARREN EQUIPMENT CO.	273.11	412066	
OAK FARM DAIRY	561.00	412080	

NAME	AMOUNT	CHECK NO.	TOTAL
FLOWERS FOODS	189.09	412120	
BEN E KEITH FOODS	1,702.31	412121	
CVS PHARMACY	2.87	412127	
FIRETROL PROTECTION SYSTEMS, INC.	125.00	412153	
A1 FILTER SERVICE COMPANY	183.79	412175	
FROGWASH PRESSURE WASHING	2,200.00	412188	
EXCEL MEDICAL WASTE LLC	50.95	412209	
CONSTABLE PCT 1			6,348.62*
OFFICE DEPOT	127.50	412036	
UNITED STATES POSTAL SERVICE	75.14	412098	
CONSTABLE-PCT 2			202.64*
OFFICE DEPOT	211.75	412036	
CODE BLUE	160.00	412122	
CONSTABLE-PCT 4			371.75*
OFFICE DEPOT	64.14	412036	
AT&T	37.59	412055	
CONSTABLE-PCT 6			101.73*
ELECTRONIC OFFICE MACHINES	189.00	411998	
UNITED STATES POSTAL SERVICE	16.50	412098	
CONSTABLE PCT. 8			205.50*
KAY ELECTRONICS, INC.	70.00	412023	
OFFICE DEPOT	29.99	412036	
ORANGE COUNTY ASSOCIATION FOR THE PRODUCTIVITY CENTER	275.00 317.00	412075 412102	
COUNTY MORGUE			691.99*
ISI COMMERCIAL REFRIGERATION	630.68	412015	
FIRETROL PROTECTION SYSTEMS, INC.	772.00	412153	
AGRICULTURE EXTENSION SVC			1,402.68*
UNITED STATES POSTAL SERVICE	51.17	412098	
HEALTH AND WELFARE NO. 1			51.17*
AUSTIN CECIL WALKES MD PA	2,932.58	412065	
MCKESSON MEDICAL-SURGICAL INC	1,349.85	412086	
UNITED STATES POSTAL SERVICE	56.37	412098	
HEALTH AND WELFARE NO. 2			4,338.80*
CITY OF PORT ARTHUR - WATER DEPT.	40.00	411987	
CLAYBAR FUNERAL HOME, INC.	999.00	411988	
ENTERGY	54.56	412008	
AUSTIN CECIL WALKES MD PA	2,932.58	412065	
MCKESSON MEDICAL-SURGICAL INC	1,349.85	412086	
EXCEL MEDICAL WASTE LLC	119.70	412209	
CHILD WELFARE UNIT			5,495.69*
BEAUMONT OCCUPATIONAL SERVICE, INC.	2,606.55	412106	
J.C. PENNEY'S	7,816.31	412108	
SEARS COMMERCIAL CREDIT	597.05	412109	
ENVIRONMENTAL CONTROL			11,019.91*
OFFICE DEPOT	138.83	412036	
INDIGENT MEDICAL SERVICES			138.83*
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	412147	
CARDINAL HEALTH 110 INC	921.36	412189	

NAME	AMOUNT	CHECK NO.	TOTAL
DANA JOHNSON	1,200.00	412200	5,894.36*
MAINTENANCE-BEAUMONT			
MARK'S PLUMBING PARTS	905.60	411959	
CERTIFIED LABORATORIES	398.75	411984	
CINTAS, INC.	293.01	411985	
M&D SUPPLY	487.62	412026	
MOORE SUPPLY, INC.	52.20	412030	
RITTER @ HOME	332.65	412044	
RALPH'S INDUSTRIAL ELECTRONICS	25.49	412045	
SW ELECTRIC	287.50	412046	
SANITARY SUPPLY, INC.	717.93	412047	
ACE IMAGEWEAR	148.69	412049	
WARREN EQUIPMENT CO.	52.24	412066	
WORTH HYDROCHEM	250.00	412069	
ALLIANCE MECHANICAL SERVICES	3,482.50	412124	
BELT SOURCE	105.59	412135	
FIRETROL PROTECTION SYSTEMS, INC.	118.00	412153	
NEDERLAND FRAME SHOP	1,152.62	412162	
A1 FILTER SERVICE COMPANY	732.70	412175	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	412190	32,230.85*
MAINTENANCE-PORT ARTHUR			
OFFICE DEPOT	138.35	412036	
SANITARY SUPPLY, INC.	109.60	412047	
HOWARD'S AUTO SUPPLY	39.88	412083	
SOLAR	26.48	412104	
LOWE'S HOME CENTERS, INC.	45.30	412110	
ATTABOY TERMITE & PEST CONTROL	140.49	412155	
PARKER LUMBER	329.84	412165	
CARRIER ENTERPRISE LLC	297.65	412187	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	412190	3,652.19*
MAINTENANCE-MID COUNTY			
HARBOR FREIGHT TOOLS	79.99	412009	
RITTER @ HOME	28.96	412044	
SANITARY SUPPLY, INC.	182.95	412047	
ACE IMAGEWEAR	28.51	412049	
JEFFERSON COUNTY CREDIT CARDS	291.00	412166	611.41*
SERVICE CENTER			
ACTION AUTO GLASS	479.82	411969	
A-LINE FRONT END & BRAKE	574.16	411971	
GULF COAST SCREW & SUPPLY	131.46	412006	
INTERSTATE BATTERIES OF BEAUMONT/PA	1,228.40	412014	
J.K. CHEVROLET CO.	37.53	412016	
JERRY'S AUTOMOTIVE	211.90	412022	
KINSEL FORD, INC.	3,072.24	412024	
M&D SUPPLY	390.55	412026	
MUNRO'S	273.90	412032	
PHILPOTT MOTORS, INC.	1,710.72	412041	
RALPH'S INDUSTRIAL ELECTRONICS	244.57	412045	
AT&T	61.02	412055	
AUTO ZONE	209.80	412072	
VIN'S PAINT & BODY, INC.	414.25	412082	
JEFFERSON CTY. TAX OFFICE	7.50	412092	
JEFFERSON CTY. TAX OFFICE	7.50	412093	
FIRST CALL	366.15	412114	
BUMPER TO BUMPER	476.20	412125	
K.A.P.E. ENTERPRISES	84.78	412131	
AIRPORT GULF TOWING LLC	95.00	412133	
AMERICAN TIRE DISTRIBUTORS	1,811.68	412152	
MIGHTY OF SOUTHEAST TEXAS	717.90	412173	
SILSBEE FORD INC	1,058.40	412193	
SNAP ON TOOLS	1,089.00	412208	14,754.43*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	1.64	412098	1.64*
			514,209.98**
MOSQUITO CONTROL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
HILO / O'REILLY AUTO PARTS	71.25	411960	
GREYHOUND PACKAGE EXPRESS	64.75	411972	
SUPERIOR TIRE & SERVICE	38.64	411974	
MUNRO'S	119.45	412032	
SANITARY SUPPLY, INC.	144.26	412047	
FASTENAL	117.80	412084	
			556.15**
J.C. FAMILY TREATMENT CT.			
JUDY PAASCH	250.00	412126	
SALLY BURMAN	450.00	412212	
			700.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	46.70	412054	
JEFFERSON COUNTY CREDIT CARDS	2,058.03	412166	
			2,104.73**
GRT N MENTAL HEALTH SVCS			
CORNELL CORRECTIONS OF TEXAS	4,591.41	412196	
GRAYSON COUNTY DEPT OF JUVENILE	4,588.00	412201	
			9,179.41**
JUVENILE TJPC-A-2014-123			
HAYS COUNTY	4,340.00	412071	
BI INCORPORATED	1,531.46	412087	
			5,871.46**
JUVENILE PROB & DET. FUND			
PEGASUS SCHOOL	4,591.41	412040	
HAYS COUNTY	3,255.00	412071	
GRAYSON COUNTY DEPT OF JUVENILE	9,176.00	412201	
			17,022.41**
IV-E FOSTER CARE			
VERIZON WIRELESS	59.10	412094	
			59.10**
COMMUNITY SUPERVISION FND			
MARK M ASTERIS JR.	168.48	411978	
JEFFERSON CTY. COMMUNITY SUP.	1,788.52	412018	
OFFICE DEPOT	645.49	412036	
TIME WARNER COMMUNICATIONS	83.18	412058	
UNITED STATES POSTAL SERVICE	69.76	412098	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	412148	
JCCSC	468.00	412169	
EXCEL MEDICAL WASTE LLC	109.90	412209	
			10,298.33**
JEFF. CO. WOMEN'S CENTER			
LISA COWARD	18.00	411994	
ECOLAB	82.95	411997	
FAST SIGNS, INC.	60.00	411999	
GOLD CREST ELECTRIC CO., INC.	95.00	412004	
HYDRO-CLEAN SERVICES, INC.	385.00	412013	
KIM MCKINNEY, LPC, LMFT	225.00	412028	
OFFICE DEPOT	1,679.66	412036	
SYSCO FOOD SERVICES, INC.	2,275.57	412056	
VINCENT'S A/C	184.00	412095	
TOWER COMMUNICATIONS, INC.	60.00	412096	
THE CHANGE COMPANIES	2,405.85	412112	
BEN E KEITH FOODS	883.18	412121	
REDWOOD TOXICOLOGY LABORATORY	1,380.00	412142	
JEFFERSON COUNTY CREDIT CARDS	1,431.79	412166	
SAM'S CLUB DIRECT	15.00	412181	
VISUAL PROMOTIONS LLC	957.78	412205	
ISABELLA STEWART	18.00	412214	
LASONYA LUTE	18.00	412215	
			12,174.78**
COMMUNITY CORRECTIONS PRG			
OFFICE DEPOT	282.04	412036	
SILSBEE FORD INC	26,839.95	412193	
			27,121.99**
SCAAP GRANT			

NAME	AMOUNT	CHECK NO.	TOTAL
INDUSTRIAL & COMMERCIAL MECHANICAL COUNTY RECORDS MANAGEMENT	2,707.00	412178	2,707.00**
UNITED STATES POSTAL SERVICE	.42	412098	.42**
J.P. COURTROOM TECH. FUND			
CDW COMPUTER CENTERS, INC.	503.04	412085	503.04**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	216.00	411973	
ALL STAR PLUMBING	222.63	411975	
MUNRO'S	111.92	412032	
TRI-CITY COFFEE SERVICE	71.85	412064	
UNITED STATES POSTAL SERVICE	6.74	412098	
DISH NETWORK	98.62	412141	
TINA BROWN	11.45	412217	739.21**
CAPITAL PROJECTS FUND			
N&T CONSTRUCTION COMPANY, INC.	417,922.25	411965	
N&T CONSTRUCTION COMPANY, INC.	221,134.55	411966	
AMERICA'S NATIONWIDE NETTING	2,558.00	412111	641,614.80**
AIRPORT FUND			
ALL-PHASE ELECTRIC SUPPLY	170.00	411992	
FED EX	141.62	412000	
KAY ELECTRONICS, INC.	255.44	412023	
AT&T	589.24	412055	
TRI-CITY COFFEE SERVICE	414.05	412064	
E. SULLIVAN ADVERTISING & DESIGN	4,648.00	412090	
UNITED STATES POSTAL SERVICE	2.35	412098	
LOWE'S HOME CENTERS, INC.	150.33	412110	
MOWERS TRACTORS INC	404.60	412172	
CRAWFORD ELECTRIC SUPPLY COMPANY	593.72	412182	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	412190	
EASTERN AVIATION FUELS INC	1,495.00	412198	13,204.57**
AIRPORT IMPROVE. GRANTS			
QED AIRPORT & AVIATION CONSULTANTS	6,880.00	412161	
TOLUNAY-WONG ENGINEERS INC	1,020.00	412167	7,900.00**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	754.00	412168	754.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	8,869.22	412128	8,869.22**
SHERIFF'S FORFEITURE FUND			
AERO PRODUCTS	160.17	412116	
JEFFERSON COUNTY CREDIT CARDS	40.00	412166	
CRAWFORD ELECTRIC SUPPLY COMPANY	238.34	412182	38.17**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,080.00	412149	2,080.00**
MARINE DIVISION			
RITTER @ HOME	84.95	412044	
AT&T	80.62	412055	
VERIZON WIRELESS	531.86	412094	
SIERRA SPRING WATER CO. - BT	82.73	412100	
THE DINGO GROUP-PETE JORGENSON MARI	493.90	412146	
PALMER POWER	618.41	412186	1,892.47**
GLO IKE ROUND 2			

NAME

AMOUNT

CHECK NO.

TOTAL

APOLLO ENVIRONMENTAL STRATEGIES INC

364,717.05

411967

364,717.05\*\*  
1,697,762.73\*\*\*




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## Microfilm/Data Storage Service Agreement

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**THIS AGREEMENT**, made as of the 21<sup>ST</sup> day of SEPTEMBER, 2015 by and between Brown's River Marotti Company, a corporation duly organized under the laws of Texas, and having its principal place of business at: 6300 Cedar Springs Road, Dallas, Texas, 75235, (hereinafter "BRM") and JEFFERSON COUNTY, TEXAS (hereinafter "Customer").

**WHEREAS**, BRM offers certain microfilm/data storage services;

**WHEREAS**, Customer has the need for such Storage Services (hereinafter defined);

NOW, THEREFORE, in consideration of the mutual premises and covenants hereinafter set forth, the parties to this Agreement agree as follows;

### 1. Services Provided

Brown's River Marotti Company "BRM" agrees to provide storage services for microfilm and/or microfiche and any other types of data that BRM agrees to store from time to time within BRM's temperature and humidity controlled vault. Whereas BRM shall inventory the Customer's data deposits and communicate with the Customer the actual numbers or amounts of data stored, and randomly spot test the data for certain contagious contaminations, such as Vinegar Syndrome, Mole/Mildew and Redox on microfilm. Whereas BRM shall separate Customer's Acetate Base Film from their Polyester Base Film and store the film in separate storage boxes as recommended by Eastman Kodak to help eliminate film contamination. Within a reasonable time after Customer's written request, BRM shall retrieve any or part of the microfilm/data and electronically or otherwise transmit such requested microfilm/data to Customer. Customer owns all of the stored microfilm/data and BRM will not sell or in any way distribute the microfilm/data without written consent from the Customer.

## **2. Term of Agreement**

The initial term of this Agreement shall commence on the date of Customer's signature or, if later, the date set forth above, and shall continue for one (1) year from the date of commencement. This agreement shall automatically renew for additional successive one (1) year terms unless either party hereto gives the other party written notice of its decision to terminate this agreement at the end of the then current term not less than thirty (30) days prior to the expiration of each one (1) year term.

## **3. Payment**

Charges for Services provided by BRM are listed on Attachment "A" of this Agreement. Customer agrees to pay BRM's invoices in full within 30 days of the date of invoice. Customer agrees to pay for the first years storage and any other initial services needed within 30 days after the microfilm/data has been accepted, counted, inventoried and random inspections and tests performed by BRM. Any and all charges may be adjusted by BRM after the initial term of this agreement upon ninety (90) days prior written notice to Customer. The storage charges are calculated on the maximum number of rolls of microfilm or the amount of data which is being stored at the beginning of each one (1) year term under this Agreement.

## **4. Limitation of Liability**

BRM's liability, if any, to the Customer for any loss or damage to the stored microfilm or data, regardless of the cause thereof, is expressly and solely limited to the actual cost of a new blank replacement item of the same type and quality as the lost or damaged item. BRM will not be liable for incidental, special, consequential or any other type of damages, even if advised of the possibility of such damages. The limitation of BRM's liability will apply regardless of the form of action whether in law or in equity, or whether in contract or in tort, including negligence. BRM shall not be liable for any damages due to causes beyond the control of BRM including, but not limited to acts of God.

## **5. Lien in favor of BRM**

BRM shall be entitled to all of the rights, benefits and privileges by and under Section 7.209 of the Uniform Commercial Code of the State of Texas. BRM shall not be required to release and or return to Customer any microfilm and or data in BRM's possession until all amounts due BRM by Customer have been paid in full.

## **6. Notices**

Any notices or communications required or permitted to be delivered hereunder must be in writing and shall be deemed to be delivered (i) upon receipt if delivered personally or (ii) upon deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed to BRM or Customer, as the case may be, or (iii) upon receipt of a facsimile transmission, at the following addresses and/or facsimile numbers:

Brown's River Marotti Company  
6300 Cedar Springs Road  
Dallas, Texas 75235  
Phone: 214-351-4800  
Fax: 214-442-6669

**Customer:** JEFFERSON COUNTY  
COUNTY CLERK OFFICE  
1085 PEARL STREET  
BEAUMONT, TEXAS 77701  
Phone: 409 835-8480  
Fax: 409 839-2394

**7. Termination for Convenience**

Customer may terminate storage services being performed by BRM under this Agreement, in whole or in part, for convenience, by delivering to BRM written notice of termination at least thirty (30) days in advance of the end of the then current term under the Agreement, specifying the extent of termination of storage services and the effective date. In such event, Customer’s liability for payment to BRM shall be limited to the contract price for all services delivered to and accepted by Customer prior to the effective date of termination of such services.

**8. Entire Agreement**

This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings between the parties relating to the subject matter hereof.

**9. Governing Law and Venue**

This Agreement and the obligations and understandings of the parties hereunder will be deemed to be performable in Dallas, Dallas County, Texas. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Texas without regard to any conflict-of-laws principles. Any court action brought under this Agreement must be brought in Dallas County, Texas.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date shown above.

**Brown’s River Marotti Company:**

**Customer:**

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

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

Printed: \_\_\_\_\_

Printed: JEFF BRANICK

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

Title: COUNTY JUDGE

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

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

**MICROFILM/DATA SOTRAGE**

**PRICING**

## ATTACHMENT "A"

1. Sample Testing of Microfilm: \$ 0.25 per roll  
Prior to Placing in Vault
  
2. Separating Acetate Microfilm from Polyester Microfilm:  
Prior to placing in Vault:
  - 16mm: (90 rolls per box) \$ 5.00 per box
  - 35mm: (45 rolls per box) \$ 5.00 per box
  
3. Retrieval of Requested Documents:
  - Per Pull: \$ 25.00 per request
  - Per Page: \$ 2.50 per request
  
4. Annual Storage Cost per roll:  
In Vault:
  - 16 mm: \$ 1.00 per roll
  - 35 mm: \$ 2.00 per roll



# PROCLAMATION

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

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the \_\_\_\_ day of \_\_\_\_\_, 2015, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following Proclamation was adopted:

## NATIONAL RECOVERY MONTH

**WHEREAS**, substance use and behavioral health disorders are a serious and treatable public health problem that affect millions of Americans of all ages, races, and ethnic backgrounds and create huge medical, societal and economic costs; and

**WHEREAS** behavioral health is an essential part of our overall health and wellness, and providing prevention techniques and effective treatment will help people recover; and

**WHEREAS**, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

**WHEREAS**, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

**WHEREAS**, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

**WHEREAS**, with the theme, "Join the Voices of Recovery: Visible, Vocal, Valuable!," the 2015 observance of National Recovery Month calls attention to the benefits to be gained through open discussions of mental and substance use disorders and the reality of recovery.

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County, Texas does hereby proclaim the month of September 2015 as **National Recovery Month** in Jefferson County and call upon the people of Jefferson County to observe this month to recognize the achievement of those who seek to overcome the stigma and secure the benefits of substance abuse and/or mental health treatment and recovery.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
 County Judge

\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
 Precinct No. 1

\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
 Precinct No. 3

\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
 Precinct No. 2

\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
 Precinct No. 4



## Amended Jefferson County Voluntary Tow Service Rotation List Guidelines

### STATE OF TEXAS

### COUNTY OF JEFFERSON

The following guidelines will be in effect for tow companies that have voluntarily requested and agreed to be placed on the Jefferson County Sheriff's Office "tow truck rotation list." By filing an application with the Jefferson County Sheriff's Office and requesting to be placed on the rotation list, all tow companies and operators agree to the following terms and conditions pertaining to their participation, and to be in compliance with Title 1.6, Chapters 85 and 86 of the Texas Administrative Code, and Texas Occupations Code, Chapters 2303 and 2308. These guidelines are specific to the Jefferson County Sheriff's Office tow service rotation list and are applicable to the unincorporated areas of Jefferson County, Texas.

### I.

#### Definitions

The following definitions shall apply in the interpretation and enforcement of these guidelines.

- 1. Abandoned Vehicle:** shall have the same meaning as the term assigned by the Texas Transportation Code §683.002,
- 2. Application:** The written document, along with any other required forms, for purposes of registering a tow company, tow truck, or tow truck operator, with the Jefferson County Sheriffs Office
- 3. Consent Tow:** shall mean any tow conducted with the permission of, or at the direction of the vehicle's legal or registered owner, or such owner's authorized representative. It does not include a tow initiated by a peace Officer.
- 4. Impounding Authority:** shall mean the authority of the Sheriff, any peace officer, or other official having such authority, to impound any vehicle for any lawful reason.
- 5. Inoperable Vehicle:** Shall mean any motor vehicle which is disabled due to mechanical failure or malfunction but is not wrecked.
- 6. Motor vehicle:** - Shall mean every vehicle which is self-propelled.
- 7. Non-Consent Tow:** Shall mean any tow initiated by a peace officer or a tow not considered a "consent tow."
- 8. Owner:** Shall mean any person who holds the legal title of a motor vehicle or who has the legal right of possession thereof
- 9. Preference Tow:** Tows made at the request of the owner/operator, or custodian of a vehicle for a specific tow service company of choice.
- 10. Tow Truck:** Shall mean a motor vehicle or mechanical device adapted or used to tow, winch, or otherwise move disabled vehicles. Wheeled vehicles, including those equipped with a mechanical, electrical or hydraulic wheel lift, that are used to tow, winch, or otherwise move disabled vehicles are considered tow trucks.

**11. Tow Service Company:** Shall mean an individual, association, partnership, corporation, or other legal entity engaged in the business of towing vehicles for compensation or with the expectation of compensation for the towing or storage of the vehicles and includes the owner, operator, employee, or agent of a towing company.

**12. Wrecked Vehicle:** Shall mean any motor vehicle which is disabled due to collision with another vehicle or object,

**13. Vehicle:** Shall mean every device in or by which any person or property is or may be transported or drawn upon a public highway, except devices moved only by human power or used exclusively upon stationary rails or tracks, and, shall include trailers and semi-trailers.

**14. Drop Fee:** The fee charged for a nonconsent tow which is disengaged at the request of the vehicle's owner or operator while the towed vehicle is still at the location from which it is being removed.

**15. Setback Line:** A 300 foot distance from the furthest most imaginary line of a crash scene, or vehicle involved in a scene controlled by Law Enforcement within which a tow truck, tow truck driver or its representative is allowed.

## II.

### Application for Participation

A Tow Service Company desiring to participate on the Jefferson County Sheriff's Office Voluntary Tow Service Rotation list shall complete and sign with original signature, the application, and also provide any other requested documentation. The application shall be in the form attached hereto as Exhibit "A"

## III.

### Guidelines for Application:

In order to be placed on the rotating list, a tow company must comply with the following requirements;

1. You must complete a written application and have the document signed by the applicant or the tow company's designated representative. If a tow company requests to be removed from rotation list at any time, it shall be in writing and hand delivered to the Jefferson County Sheriff's Office.
2. The tow company must be in compliance with Texas Department of Licensing and Regulation, the Texas Occupations Code Chapters 2303 and 2308, and 16 Texas Administrative Code Chapter 85.
3. The Vehicle Storage Facility used by the tow company must be located within the limits of the County of Jefferson and specifically, within the zone the said wrecker is responding.
4. All vehicles towed or removed by the tow service company in response to a rotating list must be stored at the address of the Vehicle Storage Facility documented on the application, unless the tow truck operator is requested by the owner of the vehicle or law enforcement official to transport the vehicle to another location. In the event the owner requests that the vehicle be towed to a facility or location other than that utilized by the Tow Service operator, the owner must arrange to pay any additional costs.
2. The tow service company must make any vehicle stored at this facility available to the vehicle owner on a twenty-four (24) hour basis, each day of the week, and shall have a sign clearly visible at the entrance, clearly readable from a street, setting out the name of the storage facility/lot, the street address, and a twenty (24) hour telephone number(s) where the facility owner/operator can be reached to release stored vehicles to owners.
3. The tow service company truck operator must be able to respond to the location where requested by law enforcement within thirty (30) minutes of the initial call from dispatch. A tow service company cannot refuse to respond or fail to respond to a call for service from a law enforcement request unless the tow truck(s) are unavailable due to another legitimate engagement for service.

4. A tow service company called to perform service shall be required to perform such service in its own tow truck/company vehicle unless responding to a "preference tow" call. The company may then call another authorized tow truck to respond but the responding tow truck company must be willing to abide by the terms of these guidelines.
5. Tow service companies are required to be on-call for summons by law enforcement in the unincorporated areas of Jefferson County twenty-four (24) hours each day, including weekends and holidays. Each failure to respond to such summons shall be violation of this provision. Three violations of any provision shall cause the Applicant to be suspended unless good cause exists. Applicants may notify the Jefferson County Sheriff's Office in advance regarding any period of unavailability to avoid violating this policy.
6. Nothing in this Section is intended to limit the number of tow trucks a company may operate or register with the County of Jefferson; however, a tow truck service or company may be listed only once on the Sheriff's Office rotation list. If an owner owns multiple tow service companies, each company is allowed to be listed once in the rotation order. When a new applicant is to be placed on the rotating list is approved by the Sheriff's Office, that tow service company will be added to the bottom of the rotation list, however, pre-existing tow services will maintain their place in sequence on the list,
7. A separate rotating list will be maintained by the Sheriff's Office for the purpose of differentiating light duty and heavy duty wrecker call out services.

#### IV.

#### Operations Guidelines And Procedure

1. **Call to a Collision Required:** Tow trucks responding to the scene or location of an accident or collision, may do so only if they are responding to a call from the Sheriff's Office, the Department of Public Safety, or an individual responsible for the vehicle involved under a "preference tow." The prohibition of this section shall be inapplicable, provided that it is necessary to prevent death or bodily injury to any person involved in the accident or collision. If a tow truck driver is called to an accident by an individual, they must advise the Sheriff's Office of the person's name, the type of vehicle, and the exact location of the accident or disabled vehicle prior to arrival,
2. **Soliciting Business:** No person or representative employed by a tow service company shall directly solicit or suggest in any manner, on the streets of the unincorporated areas of Jefferson County, the business of towing any vehicle which is wrecked or disabled due to accident or law enforcement action on a public street, regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading or purchasing said vehicle. Furthermore, no person or representative of a tow company shall approach in any manner, any vehicle owner / operator unless directly requested to do so by a Peace Officer.
3. **Compliance with Peace Officer's Instruction:** While at the scene or location where summoned, the tow truck or tow trucks which have been dispatched, shall submit to the direction of any Law Enforcement Officer investigating the scene and shall carry out his instructions as applicable by law, such as the cleaning of glass or debris from the scene.
4. **Designation of Zone:** Tow service companies placed on the rotation list will only be allowed to respond to tows from the rotation list "Zone" that they are registered within by their application with the Jefferson County Sheriff's Office. This section does not apply when all means to summons a tow company from the respective Zone on the rotation list is unsuccessful, at which time a tow company from the adjacent rotation list Zone may be utilized.

#### 5. **Rotation Zones:**

Zone One:

All of Jefferson County which is north and west of an imaginary line beginning 100 feet north of the eastern end of Spindletop Road, then following 100 feet north of Spindletop Road in a southwesterly direction to 100 feet north of the intersection of West Port Arthur Road and Hildebrandt Road, then southwesterly to 100 feet east of the intersection of Frint Drive and Labelle Road, then following 100 feet east of Labelle Road in a southerly direction across Highway 73, to the Intracoastal Waterway and then following the north bank of the Intracoastal Waterway in a southwesterly direction to the Chambers County line.

Zone Two:

All of Jefferson County not included in Zone One.

**6. Emergencies and Extenuating Circumstances:** In the event that a peace officer, in the exercise of his sole discretion, determines that conditions exist that pose an eminent potential for injury or death to any person, the officer may summon the first available wrecker to arrive on scene without utilizing the rotation list. All tow companies responding to such a summons shall operate in a reasonable and prudent manner and in compliance with all federal, state or local laws, rules and regulations.

**7. Setback Line:** All wrecker companies, drivers and their representatives shall be required to remain at minimum 300 feet back from the scene, until directed to approach the scene by a Peace Officer.

V.

Selecting A Participant From Rotation List

1. **Accident Victims Get First Choice.** When law enforcement is investigating an accident, offense, or incident where a tow truck is needed, the law enforcement official shall ask the individuals involved if they have a tow truck preference from among tow truck companies possessing the proper TDLR licensure regardless of whether or not the tow truck company participates in the Jefferson County Sheriff's Rotation List,
  - a) *Victim Preference.* If they have such a preference; he shall instruct the dispatcher to call the tow service company preferred.
  - b) *Exception: Inability to Respond.* The law enforcement officer on scene will honor the preference, unless it is determined that the preferred tow service company cannot respond within 30 minutes of the initial call,
  - c) *Exception: Emergency Situation.* In situations where emergencies exist where time is of the essence and it is necessary to use a non.-preference tow service company due to potential imminent hazards to the public. This is specifically referred to hereinabove in IV (5).
2. **Using the Rotation List.** In the event the individual has no preference, or is unable to designate a call preference, or the individual's preference does not answer, or is unwilling to provide a tow truck immediately, then the dispatcher shall call the next tow truck service listed on the Rotation List consisting of all participants.
  - a) *Inability to Respond.* If there is no answer or the owners are unwilling or unable to provide a tow truck immediately, then the dispatcher shall call the next tow truck owner on said rotation list and shall continue in this manner until a tow truck is dispatched to the location where needed.

- b) *Failure to Arrive Within 30 Minutes.* Any tow truck dispatched to the scene of an accident shall arrive within 30 minutes of being dispatched. If a call for service is to an area in far west Jefferson County, in the area of the beach, 45 minutes will be allowed. Failure to arrive within that time period shall constitute a violation of this policy. Failure to arrive within the designated time period shall result in the next participant in the rotation being dispatched to the scene of the accident to remove any vehicles designated by the officer in charge of the accident scene.

## VI.

### Other Provisions

#### 1. Towing Fees.

- a) Whenever a vehicle weighing less than 10,000 lbs. is towed and the tow service company is summoned by the Jefferson County Sheriff's Office Voluntary Tow Service Company Rotation List (not including tows that require use of a heavy duty tow truck) to the areas of Jefferson County, the tow service may not charge a tow fee in excess of \$250.00 for non-consent, non-accident tows. Such maximum charge shall be applicable regardless of whether or not the vehicle is towed from public or private property and shall be complete compensation for all services rendered in connection with the performance of that tow. No additional fees, charges, costs, etc., may be attached to the towing of such vehicle. Fees for all other types of tows, other than non-consent or non-accident tows shall not be greater than the fee schedule posted by the tow service company with the Texas Department of Licensing and Regulation. Excessive or unauthorized fees may be considered a violation of this agreement.
- b) 'Drop Fee' Maximum drop fee as described in definitions (14) is \$60.00.

2. **Notification Of Inability To Respond:** In the event a company will be unavailable for tows, for any period of time, (vacation, maintenance, or other inability), that company shall notify the Dispatch Office at the Jefferson County Sheriff's Office of their unavailability.

3. **Repeated Violations Of Tow Policy.** Every participating tow company shall comply with the terms or provisions of these guidelines and any applicable federal, state or local statute, administrative rule or regulation.

a) *Three Violations: Suspension and Reinstatement.* In the event any company is found to have committed three violations of the guidelines set forth herein, this participant will be removed from the Rotation. List for a period of thirty (30) days. After the expiration of the thirty (30) day suspension period, the participant may apply for reinstatement.

b) Any encroachment / setback violation of this County Ordinance will be considered a violation of this policy and subject to a 30 day suspension.

c) *Excuse: Good Cause.* A violation of this policy may be excused upon a showing of good cause. The existence of good cause shall be finally determined by the Jefferson County Sheriff, in the exercise of his sole discretion. Determination of good cause shall not be subject to appeal.

4. **Annual Review of Regulations:** During September of each year, the Jefferson County Sheriff, at his discretion, may call a meeting of all participants to review, discuss problems or request amendments to this policy. The Jefferson County Sheriff, in the exercise of his sole discretion, shall make a final determination as to what changes, if any, will be made. The Sheriff shall submit any requested changes to the Jefferson County Commissioners' Court for consideration and, if approved, these guidelines shall be amended to reflect said changes.

SIGNED this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
JUDGE JEFF BRANICK  
County Judge

\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

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

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

\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Office (409) 835-8442  
Fax (409) 835-8628  
eddiearnold@co.jefferson.tx.us

*Eddie Arnold*  
*Jefferson County*  
*Commissioner Pct. #1*

September 15, 2015

Loma George  
Judge Walker's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for September 21, 2015.

Consider and possible approve receive and file Resolution submitting Commissioner Eddie Arnold as Jefferson County's nominee to the Policy Committee of the Texas Conference of Urban Counties for the 2016-2017 biennium.

Thank you,

A handwritten signature in blue ink that reads "Eddie Arnold". The signature is fluid and cursive, with the first name "Eddie" being larger and more prominent than the last name "Arnold".

Eddie Arnold  
County Commissioner, Pct. #1



# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

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

WHEREAS, the Texas Conference of Urban Counties was established in 1975 to represent the interests of the urban counties in Texas and is reliant on member participation to continue to be effective in impacting state policy decisions; and,

WHEREAS, Jefferson County has found participation in the Urban Counties to be of great benefit to Jefferson County and to urban counties in general; and

WHEREAS, the Texas Conference of Urban Counties membership has recognized the value of including county commissioners courts in the nominating process for the Policy Committee; and

WHEREAS, Jefferson County wishes to ensure that the Urban Counties Policy Committee has members who have the full support of their respective commissioners courts; and,

WHEREAS, Eddie Arnold, County Commissioner Precinct #1 has expressed an interest in serving on the Policy Committee to represent the interest of Jefferson County in the policy development process of the Texas Conference of Urban Counties;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas hereby appoints Eddie Arnold, Jefferson County Commissioner Precinct #1 to serve on the Policy Committee for the 2016-2017 biennium.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

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

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

\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



**AGENDA**  
**Treasurer**

**September 21, 2015**

**Consider and possible approve out-of-state travel for Terrie Looney, Coastal and Marine Resources Agent, for October 19-21, 2015 to attend the Gulf of Mexico Regional Texas Sea Grant meeting in Long Beach MS. (All costs are paid by the National Ocean Sciences Bowl Consortium. She will use a County car for transportation.)**



OFFICE OF JEFFERSON COUNTY

**MEMORANDUM**

**TO:** Fred Jackson  
County Judge's Office

**FROM:** Starla B. Garlick,  
Agriculture Department

**SUBJECT:** Agenda Item for October 19, 2015

**DATE:** September 16, 2015

Request and possibly approve out of state travel for Terrie Looney, Coastal and Marine Resources Agent, to attend the Gulf of Mexico Regional Texas Sea Grant meeting. The meeting will take place in Long Beach, MS., October 19 through October 21, 2015. Registration and travel costs are being paid by the National Ocean Sciences Bowl consortium. Ms. Looney will use a county car for transportation to and from the event.

Thank you.

:mb1

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

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

Educational programs of the Texas A&M AgriLife Extension Service are open to all people without regard to race, color, religion, sex, national origin, age, disability, genetic information or veteran status.

*The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating*

Page 2 of 2

1. Is the trip budgeted? If not, how is the trip to be funded?

*For Terrie Looney: No, all costs to be paid by National Ocean Sciences Bowl Consortium.*

2. Is the training mandatory or does the training directly impact the employee's assigned job duties?

*For Terrie Looney: The event impacts my job duties since I serve as Coastal and Marine Agent for Jefferson and Chambers counties. It will help me to develop strategies for Sea Grant staff to jointly work together on regional topics; Facilitate networking across the four Gulf of Mexico Sea Grant programs; Learn about activities being conducted by Sea Grant colleagues working on similar issues; Identify challenges to working regionally across programs, and share strategies to overcome those challenges and Texas Sea Grant.*

3. Does the benefit appear to be worth the cost?

*Yes.*

4. Is the training available locally or within Texas at a lower cost?

*No.*

COUNTY OF JEFFERSON  
STATE OF TEXAS

IN THE COMMISSIONERS COURT  
OF JEFFERSON COUNTY, TEXAS

ORDER

On this 21th day of September, 2015, came on to be considered, the setting of the tax rate of Jefferson County, and the Court further finding that at least four members of the Commissioners' Court are now present, as required by law.

It is ORDERED, upon motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_, seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_ that the tax rate for 2015/2016 shall be:

(1) the debt service tax rate is hereby set at \$.0.022894 per one hundred dollars valuation for the County's 2015-16 debt service requirements; (2) the maintenance and operations tax rate is hereby set at \$.342106 per one hundred dollars valuation; (3) to maintain the residence homestead exemptions of 20% or \$5,000 and \$40,000 for over 65. **THIS RATE WILL RAISE LESS TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS'S TAX RATE.** ORDERED and signed this 21th day of September, 2015.

\_\_\_\_\_  
JUDGE JEFF BRANICK  
COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
PRECINCT NO. 1

\_\_\_\_\_  
COMMISSIONER MICHAEL SINEGAL  
PRECINCT NO. 3

\_\_\_\_\_  
COMMISSIONER BRENT WEAVER  
PRECINCT NO. 2

\_\_\_\_\_  
COMMISSIONER EVERETTE "BO" ALFRED  
PRECINCT NO. 4

## EXHIBIT "D" - Financial Overview & Implementation Phase Compensation to Solutions - Schedules of Values

### FINANCIAL MODEL FOR JEFFERSON COUNTY PROPOSAL

Total Construction Cost	\$ 5,000,068
Performance Bond (if required)	\$ 17,500
Finance Fees to Lessor (Legal, Insurance, placement, closing, etc.)	\$ -
Construction Interest (Capitalized)	\$ -
Financing Procurement Price	\$ -
Total Construction amount including incidental expenses	\$ 5,017,568
One Time Avoided Cost	\$ -
One-Time DSM Money from Entergy	\$ (248,129)
Loan-Star Financing Term = 10 Years Rate = 3%	\$ (3,328,357)
<b>TOTAL AMOUNT FINANCED - CONVENTIONAL</b>	<b>\$ 1,441,082</b>

Year	Projected Savings			Payments by Jefferson County Buildings					Projected Net Cash Flow to Jefferson County Buildings	
	Energy	Maintenance	Total	Conventional Loan Lease Payments	Loan-Star Lease Payments	Sempra Energy Services		Total Net Payments	\$	%
						Net Lease Payment	Performance Phase Compensation			
1	2	3	4	5	6	7	8	9	10	11
0	\$67,009	\$0	\$67,009	\$0	\$0	\$0	\$0	\$0	\$67,009	-
1	\$477,830	\$38,923	\$516,753	\$80,491	\$390,185	\$470,676	\$31,077	\$501,753	\$15,000	3%
2	\$477,830	\$40,013	\$517,843	\$80,866	\$390,185	\$471,051	\$31,792	\$502,843	\$15,000	3%
3	\$477,830	\$15,239	\$493,069	\$78,842	\$390,185	\$469,027	\$19,042	\$488,069	\$5,000	1%
4	\$477,830	\$15,666	\$493,496	\$77,830	\$390,185	\$468,015	\$19,480	\$487,496	\$6,000	1%
5	\$477,830	\$16,104	\$493,935	\$78,821	\$390,185	\$469,006	\$19,929	\$488,935	\$5,000	1%
6	\$477,830	\$10,051	\$487,881	\$76,309	\$390,185	\$466,494	\$20,387	\$486,881	\$5,000	0%
7	\$477,830	\$10,332	\$488,162	\$76,122	\$390,185	\$466,306	\$20,856	\$487,162	\$1,000	0%
8	\$477,830	\$10,621	\$488,452	\$75,931	\$390,185	\$466,116	\$21,335	\$487,452	\$1,000	0%
9	\$477,830	\$10,919	\$488,749	\$75,738	\$390,185	\$465,923	\$21,824	\$487,749	\$1,000	0%
10	\$477,830	\$11,225	\$489,055	\$75,542	\$390,185	\$465,727	\$22,328	\$488,055	\$1,000	0%
11	\$477,830	\$11,539	\$489,369	\$309,579	\$0	\$309,579	\$22,842	\$332,420	\$156,949	32%
12	\$477,830	\$11,862	\$489,692	\$309,376	\$0	\$309,376	\$23,367	\$332,743	\$156,949	32%
13	\$477,830	\$12,194	\$490,024	\$309,171	\$0	\$309,171	\$23,905	\$333,076	\$156,949	32%
14	\$477,830	\$12,536	\$490,366	\$308,963	\$0	\$308,963	\$24,454	\$333,417	\$156,949	32%
15	\$477,830	\$12,886	\$490,717	\$308,751	\$0	\$308,751	\$25,017	\$333,768	\$156,949	32%
16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$7,167,452</b>	<b>\$240,109</b>	<b>\$7,407,561</b>	<b>\$2,322,331</b>	<b>\$3,901,850</b>	<b>\$6,224,181</b>	<b>\$347,637</b>	<b>\$6,571,818</b>	<b>\$902,732</b>	<b>12%</b>
PV@5.0%	\$5,026,722	\$180,342	\$5,207,064	\$1,423,312	\$3,012,905	\$4,436,237	\$242,205	\$4,678,442	\$528,623	

Notes:

- 1 The projections reflect the economic benefits over a 15 year term and during the construction period (yr. 0).
- 2 Assumes an annual increase in energy costs per year of 0.00%.
- 3 Based on an estimate. Assumes a 2.30 % annual increase for inflation.
- 4 Sum of Energy and Maintenance savings.
- 5 Paid monthly after Commencement Date (construction completion) of project based on \$1,441,082 financed at 5.00% over 15 years.
- 6 Paid monthly after Commencement Date (construction completion) of project based on \$3,328,357 financed at 3.00% over 10 years.
- 7 Net lease payment is guaranteed by Sempra Energy Solutions to be less than total savings.
- 8 Represents Sempra Energy Solutions's Performance Phase Compensation for its contractual services, monitoring responsibilities and risk. These costs are based on estimates and are adjusted for CPI, assuming 2.30% escalation per year.
- 9 Represents total projected payments to be made by Jefferson County Buildings
- 10 Represents net cash flow to Jefferson County Buildings

73,376

## ENERGY SERVICES AGREEMENT

This Energy Services Agreement (the "Agreement") is made and entered into this 21<sup>st</sup> day of April, 2003 (the "Effective Date"), by and between Jefferson County, TX (the "Owner"), and Sempra Energy Solutions, a California corporation ("Solutions"), collectively, the "Parties".

### RECITALS

WHEREAS, the Owner owns and occupies certain real property and buildings described in attached Exhibit "A," (collectively, the "Buildings"); and

WHEREAS, Solutions conducted a preliminary energy survey of the Buildings and prepared a report (collectively the "Proposal"), Exhibit "B.1";

WHEREAS, Solutions conducted a detailed energy survey of the Buildings and prepared a report (collectively the "Report"), Exhibit "B.2";

WHEREAS, the Owner has accepted the Proposal and the Report, Solutions is willing to design, and install upon portions of the Buildings the energy conservation measures (ECMs) recommended by Solutions in the Report and to provide, monitoring and other services described in the Report;

NOW, THEREFORE, the Parties hereto, for and upon the promises, covenants, conditions, terms and provisions herein set forth, agree as follows:

### SECTION 1 - SCOPE OF SERVICES

The parties will perform the Agreement in two phases. The Implementation Phase work will be the design, engineering, procurement, fabrication, installation, and commissioning of the ECMs more fully described in Section 3. The Performance Phase work will be the measurement, verification, monitoring and other services more fully described in Section 4. The work done by Solutions under the Agreement is hereinafter sometimes referred to as the "Work."

### SECTION 2 - DETAILED ENERGY SURVEY

2.1 Term. The Detailed Energy Survey was completed and the findings and recommendations presented in Exhibit "B.2," the Report.

2.2 Scope of the Detailed Energy Survey. Solutions investigated, researched and performed an energy survey and analysis of potential ECMs for the Buildings, including an analysis of the ECMs' implementation cost, estimated energy savings, estimated operations and maintenance savings, and financing option(s) for Solutions recommended ECMs. Solutions' Report is further described below.

- (a) Solutions interviewed the Owner's engineers, maintenance and operating staff to learn the operating characteristics of the Buildings and of the existing equipment and systems therein, and the Owner's goals for system improvements.
- (b) Solutions reviewed the Owner's plans for non-energy related capital improvements and renovations for inclusion in this analysis.
- (c) Solutions performed an energy audit of the Buildings' existing mechanical, electrical, control, exterior wall, window and roof systems.
- (d) Solutions selected and analyzed potential ECMs, including quantifying the ECMs' installation cost and the ECMs energy, operations and maintenance savings.
- (e) Solutions analyzed the Owner's financing options for implementation of the ECMs.
- (f) Solutions prepared and presented to the Owner the Report that identifies and generally describes, without specifications and drawings, the recommended ECMs and the results of Solutions' analysis.

### SECTION 3 - THE IMPLEMENTATION PHASE

3.1 Term. The Implementation Phase will start on the day the Owner accepts the Agreement and will continue until "Final Completion" of all of the ECMs as defined below.

3.2 Scope of the Implementation Phase work. During the Implementation Phase, Solutions will design, engineer, procure, fabricate, install, and commission the ECMs more fully described in the Report and summarized in Exhibit "C."

3.3 Schedule. Solutions anticipates performing the Implementation Phase work according to the schedule (the "Schedule") set forth in the Report. Solutions will notify the Owner if Solutions thinks that Solutions will not meet the Schedule or critical milestones associated with the schedule and will specify in the notice the corrective action, if any, planned by Solutions.

3.4 Performance and Payment Bonds. Solutions will provide a bond covering the faithful performance of Implementation Phase work (a performance bond) and payment of obligations arising under the Implementation Phase work (a payment bond). The bonds will be provided to the Owner's designated representative prior to commencement of Implementation Phase work. No matter the terms used in the bonds, the bonds only cover the procurement, fabrication, installation, and commissioning portions of the Implementation Phase work. The bonds do not cover any other portions of the Work or any of Solutions' other obligations under the Contract Documents, including but not limited to, Solutions' savings guarantee described in Section 7.

3.5 Substantial Completion. Substantial Completion of an individual ECM is the stage in the progress of the Implementation Phase work on an individual ECM or designated portion of the ECM is sufficiently complete so that the ECM can be used for its intended purpose. Substantial Completion of all Implementation Phase

work is the stage in the progress of all of the Implementation Phase work when all of the ECMs or designated portions of the ECMs are sufficiently complete so that all of the ECMs can be used for their intended purpose and the value of the uncompleted Implementation Phase work does not exceed ten percent (10%) of the total value of all Implementation Phase work. Solutions will deliver to the Owner a written "Notice of Substantial Completion" for an individual ECM and a separate "Notice of Substantial Completion" for all of the Implementation Phase work.

3.6 The Notice of Substantial Completion. The Notice of Substantial Completion will establish the date of Substantial Completion of an individual ECM and the Substantial Completion of the Implementation Phase work. The Notices of Substantial Completion will include an itemized list of the unfinished ECM work (the "punch-list"), the value of the punch-list items, and the time within which Solutions anticipates completing the punch-list items.

3.7 Final Completion. The date of Final Completion of an individual ECM is the date the Owner executes the "Certificate of Final Completion and Acceptance" for the individual ECM or the date Final Completion of the individual ECM is deemed to have occurred, whichever is earlier. The date of final completion of all Implementation Phase work is the date of Final Completion of the last individual ECM. Final Completion of an individual ECM will be established as described below.

(a) The Owner will, within seven (7) business days after receipt of Solutions' Notice of Substantial Completion, or such other time set forth in Solutions' Notice of Substantial Completion, inspect the Implementation Phase work covered by the notice and, (i) execute and deliver to Solutions a Certificate of Final Completion and Acceptance, or (ii) if good cause exists for doing so, notify Solutions that Final Completion has not occurred. The Owner's notice will describe in detail all reasons for the Owner's determination that Final Completion has not occurred and attach all supporting documents and calculations.

(b) If necessary, Solutions will take such corrective action to cause Final Completion to occur and will deliver to the Owner a revised Notice of Substantial Completion. The Owner will have seven (7) business days after receipt of the revised Notice of Substantial Completion to: (i) execute and deliver to Solutions a Certificate of Final Completion and Acceptance; or (ii) if good cause exists for doing so, notify Solutions that Final Completion has not occurred. The Owner's notice will describe in detail all reasons for the Owner's determination that Final Completion has not occurred and attach all supporting documents and calculations.

(c) The parties will repeat the procedure described in Section 3.7(b) as necessary until the Owner executes and delivers a Certificate of Final Completion and Acceptance to Solutions, which certificate will not be withheld unreasonably.

(d) If the Owner does not send notice to Solutions that Final Completion has not occurred within the time described in Section 3.7(a) or 3.7(b), then Final Completion of an individual ECM or of all of the ECMs will be deemed to have occurred on the date set forth in the last Notice of Substantial Completion from Solutions.

#### SECTION 4 - THE PERFORMANCE PHASE

4.1 Term. The Performance Phase will start on the "Commencement Date" which is the first day of the month after the month in which Final Completion of all Implementation Phase work occurs and will continue after that for the number of years set forth in the Report.

4.2 Scope of the Performance Phase work. During the Performance Phase, Solutions will perform the measurement, verification, monitoring and other services described in the M&V Plan included in the Report.

#### SECTION 5 - GENERAL PROVISIONS

5.1 The Contract Documents. The Contract Documents, except modifications issued after the execution of the Agreement, are enumerated as follows.

- (a) The Agreement.
- (b) Exhibit "A" - The Buildings.
- (c) Exhibit "B.1" - The Proposal.
- (d) Exhibit "B.2" - The Utility Assessment Report dated March 25, 2003.
- (e) Exhibit "C" - The ECMs.
- (f) Exhibit "D" - Implementation Phase compensation to Solutions, Schedule of Values.
- (g) Exhibit "E" - The Owner's Maintenance and Operations Responsibilities.
- (h) Exhibit "F" - Standards of Performance.
- (i) Exhibit "G" - Termination Fee.
- (j) Exhibit "H" - Financing and Ownership.
- (k) Exhibit "I" - Insurance Requirements.

5.2 Order of Precedence. In case of any inconsistency or conflict between the provisions of the Agreement and any terms and conditions of any of the other documents comprising the Contract Documents, the provisions of the Agreement will control. Concerning the Contract Documents, the order of precedence is as follows:

- (a) The Agreement (including Recitals).
- (b) Exhibits "A" through "I".

#### SECTION 6 - COMPENSATION AND PAYMENT

6.1 Compensation to Solutions for Implementation Phase Work. The Owner will pay Solutions for the Report and Solutions' performance of the Implementation Phase work the sums set forth in the Schedule of Values, Exhibit "D," subject to additions and deductions as provided in the Contract Documents. Based upon Applications for Payment submitted to the Owner by Solutions, the Owner will make progress payments to Solutions for Implementation Phase work as provided below.

All Applications for Payment and Schedules of Value will be submitted in format consistent with the applicable AIA document.

(a) The period covered by each Application for Payment will be one calendar month ending on the last day of the month. Provided the Owner receives an Application for Payment not later than the last day of a month, the Owner will make payment to Solutions not later than the fifteenth (15th) day of the following month. If the Owner receives an Application for Payment after the last day of the month, the Owner will make payment to Solutions within thirty (30) days after the Owner receives the Application for Payment. Two (2) Applications for Payment will be provided each month; one identifying work that is funded by the LoneSTAR program and one identifying all other work completed during that previous period that is funded by a municipal lease.

(b) The Schedules of Value, attached as Exhibit "D," will be used as a basis for progress payments to Solutions.

(c) The Applications for Payment will be prepared, using the AIA format, comparing the value of the Implementation Phase work performed as of the end of the period covered by the Application for Payment to the Schedule of Values. The report fee will be included in the first Application for Payment.

(d) Other than payment of the Report fee, the amount of each progress payment will be the value of the Implementation Phase work done as of the end of the period covered by the Application for Payment (including purchased Equipment and materials stored off-site or on-site), minus the aggregate of previous payments made by the Owner to Solutions for the Implementation Phase work.

(e) Final payment, constituting a final progress payment for the entire unpaid balance of the Implementation Phase work, will be made by the Owner to Solutions within thirty (30) days after the date of Final completion of all Implementation Phase work.

6.2 Payments to Solutions for Performance Phase work. The Owner will, starting on the Commencement Date and continuing through the term of the Performance Phase, pay Solutions the fees described in the Report. Solutions will calculate and invoice the Performance Phase fee quarterly in the manner described below:

(a) By the tenth (10th) day after the receipt, the Owner will send Solutions copies of the Buildings' utility bills for the preceding month, and the data and other documents described in the final M&V Plan.

(b) Based on the information provided by the Owner and that remotely collected by Solutions, Solutions will calculate the Performance Phase Fee according to the formulas and methodology described in the final M&V Plan.

(c) If Solutions does not receive the information described in Section 6.1(a), within ninety (90) days after the date of Solutions' last invoice to the Owner, Solutions will calculate and invoice the Performance Phase Fee based on the higher of: (i) the prior quarter's energy and utility bills and (ii) the projected savings set forth

in the Report. Upon Solutions' receipt of the information, Solutions will adjust the Performance Phase Fee on Solutions' next invoice.

(d) Solutions will prepare and send to the Owner a written invoice that will state the amount of the Performance Phase Fee then due and owing from the Owner to Solutions.

(e) The Owner will pay the Performance Phase Fee to Solutions within thirty (30) days of the invoice date.

## SECTION 7 - SOLUTIONS' SAVINGS GUARANTEE

7.1 The Guarantee. "Energy Related Savings" means the Owner's annual energy, water, and operation and maintenance (energy related) savings that will be realized during the term of the Agreement. Starting on the Commencement Date, Solutions guarantees that the Owner will realize Energy Related Savings equal to or greater than the combined debt service associated with the LoneSTAR loan and the Owner's third-party municipal lease, as enumerated in the financial overview provided in Exhibit "D" (the "Guarantee"). Solutions and the Owner will calculate Energy Related Savings and reconcile the Guarantee in the manner described below.

7.2 Interim Savings. "Interim Savings" are those Energy Related Savings for the period between the execution of this Agreement and the Commencement Date. For the period between the execution of this Agreement and the Final Completion date of an individual ECM, the Energy Related Savings will accumulate and the Owner will retain these savings for its own use.

7.3 Calculation and Documentation of Savings. Within sixty (60) days after the first anniversary of the Commencement Date and on each yearly anniversary after that during the term of Performance Phase, Solutions will determine the total Energy Related Savings for the immediately preceding year according to the methodology and formulae set forth in the Report. Solutions will send the Owner a report showing the results of the calculations within ten (10) days after the calculations are completed.

7.4 Reconciliation. The parties will reconcile the Guarantee each year during the term of Performance Phase. In the event the Energy Related Savings is less than the guaranteed savings amount projected for the year, and if (a) the Owner is not in default and (b) the Agreement has not been terminated, Solutions will pay the Owner the difference between the actual savings and the guaranteed savings, for that year. Solutions may apply any monies due to the Owner from Solutions under the guarantee to any unpaid balances due between Solutions and the Owner that may exist under this Agreement or any other agreement with Solutions.

7.5 Adjustments to the Guarantee. Despite anything in the Contract Documents to the contrary, the Guarantee will be adjusted to account for utility rates and material changes. In the event a utility or energy company providing utilities and/or energy to the Owner modifies its method of billing during the term of the

Agreement, Solutions will be entitled to adjust the Guarantee and the Energy Related Savings calculations to equate the modified billing method with the method in effect at the time the Agreement is executed. Additionally, the utility and energy rates in effect at the time of the execution of the Agreement will be the "floor" rates. Accordingly, all utility and Energy Related Savings calculations required by the Contract Documents will be based on the higher of: (i) the utility and energy rates in effect as of the date of execution of the Agreement or (ii) the utility and energy rates in effect on the date of the calculation. The Guarantee, utility and energy savings calculations will also be adjusted as provided in Section 9.

7.6 Termination. At Solutions' election, the Guarantee is voidable if the Agreement is terminated or if the Owner is in default under the Agreement.

### **SECTION 8 - ENERGY CONSUMPTION BASELINE**

The energy or utility baseline (the "Baseline") is the Buildings' pre-Agreement energy and/or utility demand and consumption as identified and described in the Report. The Baseline includes the energy and/or utility demand and consumption and other information that allows Baseline demand and consumption to be compared to post-Agreement demand and consumption.

### **SECTION 9 - ADJUSTMENTS TO THE BASELINE**

9.1 Material Changes. A "Material Change" will include, but is not limited to, any change in the following that reasonably could be expected to increase or decrease energy usage at the buildings by more than two percent (2%) annually, or projected savings by more than five percent (5%) annually (whichever is less), including:

- (a) Change in the use of the Buildings.
- (b) Changes in (a) the hours of operation of the Building, (b) any equipment in Buildings, or (c) any energy or utility consuming system contained in the Buildings.
- (c) Changes in the occupancy of the Buildings.
- (d) Changes to the Standards of Performance.
- (e) Changes to the structure, building components or architectural features of the Buildings.
- (f) Changes in the quantity or types of equipment used in the Buildings.
- (g) Modification, renovation, or construction to the Buildings.
- (h) Changes to the ECMS.
- (i) The Owner's failure to follow its operating and maintenance Responsibilities.
- (j) Any casualty or condemnation of the Buildings described in Section 14.
- (k) Damages or destruction of the ECMS described in Section 15.
- (l) Change orders described in Section 14.

(m) Changed conditions described in Section 17.

(n) Any other conditions affecting energy or utility demand or consumption in the Buildings.

9.2 Reported Material Changes. The Owner will notify Solutions of all actual or proposed Material Changes and their anticipated effect on energy use. The notice must be delivered to Solutions no less than ninety (90) days before any actual or proposed Material Change occurs, except Material Changes that occur or may occur because of a bona fide emergency or other occurrence not within the control of the Owner in which event the Owner will give such notice to Solutions within forty-eight (48) hours after the emergency or occurrence.

9.3 Unreported Material Changes. Starting on the Commencement Date and without any Material Change(s) in the Buildings or in their operations, energy consumption should not change materially from year to year. Therefore, if actual savings are ninety-five percent (%) or less or projected savings, or if energy consumption for any month increases by 2% percent or more from the energy consumption for the same month of the preceding year after adjustment for changes to climatic conditions, then such increases will be subject to review by Solutions and the Owner to decide whether such increases result from a Material Change or another reason, either of which will require an adjustment to the Baseline.

9.4 Adjustments to the Baseline. The Baseline will be equitably adjusted to account for all reported or unreported Material Changes. Adjustments to the Baseline will apply retroactively to the date the Material Change occurred and will be reconciled on Solutions' next invoice to the Owner. Any disputes between Solutions and the Owner as to the amount of the adjustment will be settled by a mutually acceptable engineering firm. However, should the parties not choose such a firm within forty-five (45) days of the dispute, the dispute will be resolved pursuant to Section 31.

## SECTION 10 - EQUIPMENT MAINTENANCE AND UPGRADE

10.1 Solutions Maintenance Responsibilities. Solutions will only provide maintenance, repairs, and adjustments identified as the scope of work necessary to implement the ECMs set forth in the Report and engineering, design and commissioning documents to be developed during the Implementation Phase. However, during the Performance Phase, should the need for maintenance or repairs arise from neglect, negligence or misconduct of the Owner or any employee or other agent of the Owner, Solutions may, at its election, perform maintenance, repairs and make adjustments to the ECMs and charge the Owner for this work. Solutions will invoice the Owner for such charges and the Owner will pay the Solutions' invoice within fifteen (15) days of the invoice date.

10.2 Owner Operating and Maintenance Responsibilities. The Owner will not move, modify, remove, adjust, alter or change the ECMs, or any part of them, during the term of the Agreement, without prior written direction or approval of Solutions, except if there is an occurrence reasonably deemed by the Owner or

Solutions to be a bona fide emergency. However, the Owner will adjust, operate, and maintain the portions of ECMs pursuant to the guidelines set forth in Exhibit "E" and the manufacturers' operations and maintenance manuals and supplemental instructions provided with engineering documents developed during the Implementation Phase ("O&M Requirements"). Beyond those responsibilities in the O&M Requirements and Exhibit "E," the Owner will maintain the Buildings in good repair and will use its best efforts to protect and preserve the ECMs and the operating condition of all mechanical systems, electrical systems, lighting systems and other energy consuming systems in the Buildings.

10.3 Malfunction and Emergencies. The Owner will notify Solutions or its designee within twenty-four (24) hours after the Owner's actual knowledge of the occurrence of the following:

- (a) Any malfunction in the operation of the ECMs or any other energy-consuming equipment, including the Owner's equipment.
- (b) Any interruption or alteration of the energy supply to the Buildings.
- (c) Any alteration, modification or change in the ECMs or their operation.
- (d) Any alternation, modification or change in the Buildings or their use.
- (e) Any damage to the Buildings or the ECMs.
- (f) Any other condition or occurrence that pertains to the Building's energy usage or the utilities serving the Buildings.

10.4 Upgrading or Altering the Equipment. Solutions will always have the right to maintain, make adjustments, enhance, repair, replace and change the ECMs, revise any procedures, or carry out other energy savings actions in the Buildings. Replacements, substantial alterations or additions of ECMs, will become a part of the ECMs. All replacements, deletions, alterations, or additions of ECMs, or revisions to the procedures will be described in a supplemental exhibit or exhibits to be provided in writing to the Owner and incorporated into the Agreement.

#### SECTION 11 - STANDARDS OF PERFORMANCE

Solutions, in doing the work will do so consistent with the generally accepted engineering and construction standards and principles for heating, cooling, plumbing, water heating, and lighting as generally described in Exhibit "F." Solutions' determination and interpretation of the appropriate engineering standards and principles is conclusive unless inconsistent with Exhibit "F."

#### SECTION 12 - OWNER'S COMPLIANCE WITH PROCEDURES

Solutions has entered this Agreement in reliance upon the prospect of earning compensation based on projected savings in energy used at the Buildings. The parties agree that projected savings will not likely be obtained unless certain procedures, maintenance and methods of operation designed for energy conservation are carried out and followed by the Owner on a regular and continuous basis. Accordingly, the

Owner agrees that it will carry out the energy conservation procedures, maintenance and methods of operation set forth in the O&M Requirements and Exhibit "B." Solutions will have the right once each month, with or without prior notice, to inspect the Buildings to find out whether the Owner is complying with its obligations. Solutions' inspection rights include the right to photograph and videotape the inspection. The Owner will make the Buildings available to Solutions and its agents for and during each said monthly inspection, and will have the right to witness each said inspection. Upon written request, the Owner may receive copies of any inspection report, photographs or videotape prepared concerning the inspection, at a reasonable reproduction cost.

### **SECTION 13 - CLOSING OF BUILDINGS**

Except for emergencies, the Owner will give Solutions a minimum of ninety (90) days notice of its intent to close a building covered by the Agreement for a period of three hundred sixty-five (365) days or longer. In emergencies, the Owner will give notice when reasonably possible.

### **SECTION 14 - CASUALTY OR CONDEMNATION OF BUILDING**

Construction or restoration of a Building following or necessitated by fire, flood, or other casualty, or any condemnation affecting any portion of any building, will be deemed a Material Change, and the provisions of Section 9 will apply. If the casualty or condemnation renders most of any Building uninhabitable or unusable, and, in the case of a casualty, the Owner does not have the option to terminate this Agreement with respect to that Building by a notice to Solutions, the Owner will make a good faith effort to have the ECMs included in any condemnation award or insurance proceeds. The mere occurrence of a casualty or condemnation will not affect, modify, impair, or limit the Owner's obligation to make payments to Solutions for the Work.

### **SECTION 15 - DAMAGE TO OR DESTRUCTION OF THE ECMS**

If any portions of the ECMs are damaged, destroyed, or stolen, and if the same is not caused by the negligence or willful acts of Solutions, its servants, agents, or employees, the Owner will hire Solutions at competitive rates to repair or replace the effected ECMs. The Owner assumes all liability for damage not caused by the negligence or willful actions of Solutions, its servants, agents or employees.

### **SECTION 16 - CHANGE ORDERS**

A Change Order is a written instrument signed by an authorized representative of the Owner and Solutions, stating their agreement to: (a) change the terms of the Agreement or other contract Documents, (b) change the Work, (c) adjust the fees, and/or (d) adjust the schedule. Upon receipt of a Change Order and evidence that

sufficient funds have or will be available to pay for the Change Order, Solutions will go on with the change.

### SECTION 17 - CHANGED CONDITIONS

If conditions are encountered at the Buildings that are (a) subsurface or otherwise concealed physical conditions that are at variance with those indicated in the Owner's documents or other information furnished by the Owner, or (b) unknown physical conditions of an unusual nature, which are at variance with those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Agreement, then notice by the observing party will be given to the other party promptly before the conditions are disturbed and in no event later than thirty (30) days after the first observance of the conditions. The Owner will promptly investigate such condition and, where appropriate, will approve equitable changes to the Agreement.

### SECTION 18 - ENVIRONMENTAL HAZARDS

18.1 If Solutions encounters in or around the Buildings material reasonably believed to be asbestos, mercury, radon, polychlorinated biphenyl (PCB), di (2-ethylhexyl) phthalate (DEHP) or any other pollutant or any other hazardous substances as that term is defined in 42 U.S.C. § 9601(14) which has not been rendered harmless to Solutions' reasonable satisfaction, Solutions will stop the work in the area affected and report the conditions to the Owner. The work in the affected area will not be resumed except by written agreement between the Owner and Solutions. Solutions will not be required to do any work relating to the materials described in this Section. The cost of removal and disposal of the materials describe in this Section shall be born solely by the Owner. Solutions shall arrange for packaging and disposal, by a qualified contractor, of lighting materials that may contain the substances described above and will provide the Owner with the proper "Chain of Custody" receipts upon delivery of the materials to the appropriate collection and/or disposal site. Notwithstanding the material packaging and transport activities described above, title or ownership of the hazardous substances shall remain with the Owner.

### SECTION 19 - SOLUTIONS AND SUBCONTRACTORS

19.1 Status of Solutions. Solutions will perform and execute the Agreement as an independent contractor to the Owner and will not be an agent or employee of the Owner for any purpose.

19.2 Subcontracts and Subcontractors. Solutions will have the right to have the Work, any portion of it, or any other obligation of Solutions undertaken concerning the Work, ECMs, the Agreement or other contract documents accomplished by Subcontractors pursuant to Subcontracts between Solutions and such Subcontractors. Subcontractors, if any, will be selected by Solutions and

Solutions will be solely responsible for the performance of the Subcontractors. Solutions will pay each Subcontractor according to the terms of the Subcontract between Solutions and the respective Subcontractor.

### SECTION 20 - PERMITS, APPROVALS AND COORDINATION

20.1 Permits and Approvals. Unless otherwise provided by the Contract Documents, Solutions will secure and pay for all permits concerning Solutions' work. The Owner will use its best efforts to help Solutions in obtaining all necessary permits and approvals for the Work.

20.2 Coordination. Solutions and the Owner agree to coordinate the Work to reduce interference with the performance of the work of the Owner and its employees taking place at the Buildings.

### SECTION 21 - OWNERSHIP

21.1 Ownership of ECMs. Upon the Commencement Date, ownership of the ECMs will inure to the party or parties designated on Exhibit "H."

21.2 Ownership of Proprietary Property Rights. The Owner will not acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyright, patent, other intellectual or proprietary rights, inventions or processes, or similar items of property that are or may be used concerning the Equipment.

21.3 Ownership of Existing Equipment and Materials. Despite anything in the contract Documents to the contrary, title and Ownership of the equipment and materials presently existing at the Buildings at the time of execution of this Agreement will remain in the sole possession of the Owner.

21.4 Indemnification. Solutions will protect, defend, indemnify and hold the Owner harmless against and from all claims, judgments, amounts paid in settlement, costs and expenses, including reasonable attorneys' fees relating to alleged patent or copyright infringement, misappropriation of proprietary rights, or trade secrets or similar claims, resulting from actions taken by Solutions concerning this Agreement.

### ARTICLE 22 - DEFAULT

22.1 Default by the Owner. The occurrence of any of the following events shall constitute an "Event of Default" by the Owner:

(a) The failure by the Owner to pay Solutions or its designee any sum due under this Agreement within ninety (90) days after notice has been given by Solutions to the Owner of any such failure.

(b) The failure by the Owner to maintain the ECMs, the Buildings and/or the Owner's equipment as required by the Agreement to the extent that said failure causes Solutions to be in default under this Agreement.

(c) The failure by the Owner to materially perform or comply with the terms and conditions of this Agreement, provided that such failure (other than the

failure to pay sums due) will not be a default if it is corrected or cured by the Owner within ninety (90) days after Solutions has given notice to the Owner demanding that such failure to perform be cured, and Solutions is compensated for any loss suffered because of the said failure.

22.2 Default by Solutions. The occurrence of any of the following events shall constitute an "Event of Default" by Solutions.

(a) The failure of the ECMs to materially provide the Standards of Performance set forth in Exhibit "F"; if the failure is due solely to the fault of the ECMs with no other contributing or concurrent cause. Any such failure described in this paragraph will be deemed cured if Solutions takes steps to correct or cure within ninety (90) days after the Owner has given notice to Solutions demanding that such failure to perform be cured; or

(b) The failure by Solutions to materially perform or comply with the terms and conditions of this Agreement; if such failure will be deemed cured if Solutions takes steps to correct or cure the nonperformance or noncompliance within ninety (90) days after Owner has given notice to Solutions demanding that such failure to perform be cured.

**ARTICLE 23 - REMEDIES UPON DEFAULT BY OWNER**

In case of Default by the Owner, Solutions may, without a waiver of any other remedies that exist in law or equity, exercise all remedies at law or equity, including terminating the Agreement, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages.

**ARTICLE 24 - REMEDIES UPON DEFAULT BY SOLUTIONS**

In case of Default by Solutions, the Owner may, without a waiver of any other remedies that exist in law or equity, exercise all remedies at law or equity, or begin other proceedings for the recovery of amounts due and unpaid and/or for damages.

**SECTION 25 - LOCATION AND ACCESS**

The Owner shall provide sufficient rent-free space in the Buildings for the installation and operation of the ECMs, and shall exercise reasonable due diligence to protect such ECMs from harm, theft, or misuse. The Owner shall provide access to the Buildings for Solutions or its authorized subcontractors, vendors, and agents to perform any function related to this Agreement during regular business hours, or such other reasonable hours as may be requested by Solutions. During the Implementation Phase, the Owner shall permit access to Solutions and its agents for the purpose of making emergency repairs or corrections as Solutions may, in its discretion, determine are needed.

**SECTION 26 - NOT USED**

**SECTION 27 - LATE PAYMENT**

Interest on all payments due and owing under the Agreement shall be paid in accordance with the Texas Prompt Payment Law.

**SECTION 28 - REPRESENTATIONS AND WARRANTIES**

28.1 Each party warrants and represents to the other that:

(a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder.

(b) Its execution, delivery, and performance of this Agreement have been duly authorized and all necessary corporate action to consummate the transactions contemplated hereunder have been completed, and this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation.

(c) Its execution, delivery, and performance of this Agreement shall not result in a breach or violation of, or constitute a default under, any agreement, lease, or instrument to which it is a party or by which it or its properties may be bound or affected.

(d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits, or orders that would materially and adversely affect its ability to perform hereunder.

28.2 The Owner hereby warrants, represents, and promises that:

(a) It intends to continue to use the Buildings in a manner similar to its present use, and to the same extent.

(b) To the best of its knowledge and ability, it has provided or will provide timely to Solutions all applicable records requested by Solutions and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects and not contain any omissions necessary to prevent the information provided from being misleading.

(c) It has not entered any contracts or agreements with other persons or entities regarding the provision of energy management services or concerning servicing any of the energy related equipment in the Buildings for management or servicing of pre-existing equipment that will duplicate or conflict with the Work provided by Solutions under the Agreement and will not do so during the term of the Agreement.

28.3 Solutions warrants that for one (1) year from the date of Substantial completion of an ECM, new equipment and materials provided by Solutions as part of the ECM will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Implementation Phase work concerning the ECM will be free from defects not inherent in the quality required or permitted, and that the Implementation Phase work will conform to the requirements of the Contract documents. Implementation Phase work ECMs not conforming to these requirements and found defective within one (1) year of the date of Substantial Completion will be considered defective and will be repaired or replaced at Solutions' election. Solutions will not be liable for any defects in the ECMs first appearing or called to Solutions' attention more than one (1) year after Substantial completion. Solutions' warranty excludes remedy for damages or defect caused by abuse, improper or insufficient maintenance, improper operation, or normal wear and tear. Solutions will not be responsible for equipment, materials, work, or maintenance, performed or provided by the Owner or Owner's other contractors. Manufacturers' warranties, and any other warranty beyond one year from the date of Substantial Completion, if any, are assigned to the Owner, but not assumed by Solutions. THE WARRANTY SET FORTH IN THIS SECTION IS GIVEN INSTEAD OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARISING FROM THIS AGREEMENT OR BY LAW. ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED.

#### SECTION 29 - INSURANCE

Solutions and the Owner will maintain during the term of the Agreement insurance coverages described in Exhibit "I."

#### SECTION 30 - INDEMNIFICATION

To the fullest extent permitted by law, Solutions shall indemnify and hold harmless the County, their respective officials, employees and representatives from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent performance of the Work or willful misconduct of Solutions. Provided however, that the claim, loss and expense occurs during the duration of the Agreement. This indemnification obligation shall be limited to claims, damages, losses or expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and (2) to the extent such claims, damages, losses or expenses are caused in whole or in part by the acts or omissions of Solutions, Solutions' subcontractors, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, REGARDLESS OF WHETHER OR NOT THEY ARE CAUSED IN PART, NEGLIGENTLY OR OTHERWISE, BY A PARTY INDEMNIFIED HEREBUNDER. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of

indemnity, which would otherwise exist as to a party or person described in this paragraph.

In claims against the County or their respective officials or employees by an employee of Solutions, its subcontractors, agents or employees, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 30 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Solutions, or Solutions' subcontractor, under workers' or workmen's compensation acts, disability acts or other employee benefit acts.

### SECTION 31 - DISPUTES

31.1 Payment Disputes. The Owner and Solutions agree to use their best efforts to promptly resolve any disputes regarding Applications for Payment, invoices, reconciliation statements, and payment so that payments to Solutions are not unnecessarily delayed. Accordingly, within ten (10) business days of receipt of an Application for Payment, invoice, or reconciliation statement from Solutions, the Owner will notify Solutions of the following: (i) all objections, in whole or part, the Owner has with the Application for Payment, invoice, or reconciliation statement; (ii) the specific dollar amount the Owner disputes, and (iii) the specific dollar amount the Owner does not dispute. The Owner will also attach all documents and calculations on which the Owner relies upon to support its objections. In all instances, the Owner will pay Solutions the undisputed portion of the Application for Payment, invoice, or reconciliation statement within the periods set forth in the Agreement. Solutions' acceptance of a payment in an amount less than that stated in its Application for Payment, invoice, or reconciliation statement is not a concession by Solutions that the full amount stated is not due and owing. The parties will resolve the disputed portion of the payment(s) according to Section 31.2.

31.2 Arbitration. Except for a claim or request for equitable relief, all disputes in any way relating to, arising under, connected with or incident to the Agreement will be arbitrated in Jefferson County, Texas, according to Construction Industry Arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Parties to the arbitration may include the Owner, Solutions, or any other party who, by incorporation of this document into their contract documents or by other contract, has become bound to arbitrate. However, no party may be compelled to arbitrate if the parties cannot join a third-party necessary to the arbitration. If any such necessary party is not joined, then all parties are excused from arbitration. This agreement to arbitrate will be enforceable under the Federal Arbitration Act, or under the laws of Texas, if and only if under the terms of the Federal Arbitration Act such Act is not applicable.

31.3 Litigation. If a party makes a claim or request for equitable relief or the parties are otherwise excused from arbitration, the parties agree that all disputes in any way relating to, arising under, connected with, or incident to the Agreement, and

over which federal courts have subject matter jurisdiction, will be litigated, if at all, exclusively in the United States District Court for the State of Texas, Eastern Division, and, if necessary, the corresponding appellate courts. The parties further agree that all disputes in any way relating to, arising under, connected with, or incident to this Agreement, and over which the federal courts do not have subject matter jurisdiction, will be litigated, if at all, exclusively in the Courts of the State of Texas, and, if necessary, the corresponding appellate courts. The parties expressly submit themselves to the personal jurisdiction of the State of Texas.

### SECTION 32 - TERMINATION

After the commencement of Performance Phase, and upon sixty (60) days written notice to Solutions, the Owner may, at its option, terminate this Agreement and by that terminate all services to be done by Solutions under this Agreement, by paying Solutions the earned but unpaid Implementation Phase payments, the earned but unpaid Performance Phase payments and the Termination Fee set forth in Exhibit "G." Upon the Owner's final payment of these sums to Solutions the Agreement will terminate with no further liability by either party to the other party.

### SECTION 33 - CONDITIONS BEYOND THE CONTROL OF THE PARTIES

33.1 Force Majeure. If Solutions or the Owner shall be unable to reasonably perform any of its obligations under this Agreement due to acts of God, insurrections or riots, or similar "force majeure" events, this Agreement shall remain in effect, but the non-performing party's obligations shall be suspended until the said event shall have ended. Alternatively, the Agreement may be terminated by either party upon ten (10) days notice to the other party, in which event neither party shall have any further liability to the other except that if this Agreement is so terminated, the owner shall pay Solutions the Termination Fee set forth in Exhibit "G."

33.2 Regulatory Risk. This Agreement is made in accordance with relevant regulations currently in force; however, if any federal, state, or municipal government or regulatory authority, including, without limitation, a public utility commission, should for any reasons enter an order, modify its rules or codes, or take any action whatever, that disallows or reduces incentive payments by utility or energy companies for supply and/or demand side measures, such incentives may be discontinued or modified by the utility or energy companies. In such case, Solutions is not responsible for replacing the incentive. The Owner acknowledges and accepts sole responsibility for this regulatory risk.

33.3. Risk of Loss. Owner agrees to bear the entire risk of loss with respect to any damage, destruction, loss or theft of the ECMs, unless such is caused through the gross or negligent act or omission of Solutions.

**SECTION 34 - MISCELLANEOUS**

34.1 Notices. Any and all notices and other communications made in accordance with this Agreement shall be in writing and shall be deemed properly given or made if delivered in person or via confirmed telecopy with a hard copy placed in first class mail, postage prepaid, to the party's designated representatives at the addresses below.

Solutions:	Sempra Energy Solutions Company 101 Ash Street San Diego, CA 92101 Attn: President
<b>Jefferson County</b>	Jefferson County Courthouse 1149 Pearl St. Beaumont TX 77701 Attn: Jose Pastrana, County Engineer

34.2 Further Assurances. Each party shall do all necessary acts and make, execute, and deliver such written instruments as shall from time to time be reasonably required to carry out the terms of this Agreement.

34.3 Assignment. Each party may assign or transfer all or part of its rights, obligations, or interests in this Agreement, only after obtaining the written consent of the other party. Any proposed assignee or transferee shall expressly assume in writing the duties and obligations of the assigning party under this Agreement and shall immediately furnish or cause to be furnished to the other party a true and correct copy of the document or documents evidencing such assignment or transfer and assumption of duties and responsibilities. Any purported assignment or transfer of any right, obligation or interest in this Agreement which fails to comply with this Section shall be void and of no effect. If an assignment of all or part of the rights, obligations, and interests has been approved as provided in this Section, the assignee or transferee shall become a party for all purposes under this Agreement and the assuming party shall no longer be a party.

34.4 Binding Obligations. The obligations set forth in this Agreement shall be binding and inure to the benefit of the parties and their successors, heirs, permitted assigns, personal representatives, and representatives in bankruptcy.

34.5 Rights in Third Parties. Except as provided in this Agreement, the parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this Agreement or to create for the benefit of any third party any duty or standard of care by any covenant, obligation, or undertaking established herein.

34.6 Entire Agreement. This Agreement constitutes the complete and final

expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms and conditions which supersede all prior and contemporaneous offers, promises, representations, negotiations, discussions, and communications, which may have been made in connection with the subject matter of this Agreement.

34.7 Amendments. This Agreement may be modified or amended only by a written instrument duly executed by the parties.

34.8 Attorney's Fees. If any action or proceeding is brought by any party to remedy any breach of this Agreement or to enforce any of its provisions, the prevailing party shall be entitled to recover, in addition to any other relief granted in such action or proceeding, reasonable attorney's fees, witness fees, expert witness fees, court costs, and disbursements.

34.9 Section Headings Not Binding. Other than definitions, the section headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

34.10 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition shall be held invalid as to either party or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless such court holds that the provisions are not severable from all other provisions of this Agreement.

34.11 Waiver of Rights. No waiver of any term or condition of this Agreement shall be effective unless made in writing signed by the party against whom the waiver is sought to be enforced. Any waiver at any time by either of the parties of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any other or subsequent default or matter.

34.12 Governing Law. This Agreement is made and entered into and shall be interpreted in accordance with the applicable laws of the State of Texas. The parties hereby consent to the jurisdiction and venue of the courts located in the County of Jefferson, State of Texas, in resolving any dispute arising under or concerning this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SEMPRA ENERGY SOLUTIONS

JEFFERSON COUNTY, TEXAS

By: *B. N. Tripathi*

By: *Carl B. Griffith Jr.*

Name: B. N. TRIPATHI

Name: *[Signature]*

Title: VICE PRESIDENT

Title: County Judge

## EXHIBIT "A" - The Buildings

<i>Building Name</i>	<i>Address</i>	<i>Gross Area (SF)</i>
Correctional Facility Warehouse	5030 Hwy.69 South, Beaumont	12,000
Morgue	5030 Hwy.69 South, Beaumont	4,732
Book-In/Infirmary/Dining	5030 Hwy.69 South, Beaumont	27,000
Activity Building	5030 Hwy.69 South, Beaumont	6,000
Boot Camp - Dorms A, C, D, and E	5030 Hwy.69 South, Beaumont	27,500
Visitation	5030 Hwy.69 South, Beaumont	5,800
Administration Building	5030 Hwy.69 South, Beaumont	30,000
Dorms S, U, V, X, Y, and Z	5030 Hwy.69 South, Beaumont	33,000
Dorms P and Q	5030 Hwy.69 South, Beaumont	59,200
Dorms M and N	5030 Hwy.69 South, Beaumont	21,000
Dorms F, G, H, J, K, and L	5030 Hwy.69 South, Beaumont	63,000
Jerry Ware Terminal	5000 Jerry Ware Dr., Beaumont	20,000
Main Terminal	6000 Airline Dr., Beaumont	41,988
Courthouse Complex	1149 Pearl Street, Beaumont	462,899
Port Arthur Sub Court House	525 Lakeshore Dr, Port Arthur	19,700
Admin. Bldg. Airport	4875 Parker Dr., Beaumont	2,000
Adult Probation	820 Neches, Beaumont	20,832
Airport Maint. Bldg.	AIRPORT	2,500
	1225 Pearl Street, Beaumont	
	207 Franklin	
Courthouse Annex I	215 Franklin Street, Beaumont	33,553
Courthouse Annex II	1295 Pearl Street, Beaumont	25,402
Credit Union	1254 Pearl Street, Beaumont	2,623
Hangar 1	4900 Parker Dr., Beaumont	21,222
Hangar 3	4820 Parker Dr., Beaumont	18,500
Hangar 4	4790 Parker Drive, Beaumont	21,222
Hangar 4 offices	4790 Parker Drive, Beaumont	2,576
Health & Welfare- Port Arthur	246 Dallas Avenue, Port Arthur	14,340
JP & Constable Building	24420 Hwy, 124, Hampshire	3,808
Juvenile Probation	900 4 <sup>th</sup> St., Port Arthur	3,740
Mesquite Point Park Bldg.	3991 South MLK, Port Arthur	1,500
Mesquite Point Park Rest room	3991 South MLK, Port Arthur	75
MidCounty Office Building	7933 Viterbo Rd., Beaumont	15,000
MidCounty Tax Office	4605 Jerry Ware Dr., Beaumont	2,476
Mosquito Control	8905 1st St., Beaumont	3,290
New Fire House Airport	4980 Jerry Ware Dr, Beaumont	5,794
Old Firehouse airport	AIRPORT	2,000
Old Fuel Service Bldg.	4870 Parker Dr., Beaumont	500
Old Private Pilots Bldg.	AIRPORT	11,109
PRCT #1 Service Center	2205 Hwy. 90, Beaumont	7,340
PRCT #2 Service Center	7759 Viterbo Rd., Beaumont	14,400
PRCT #3 Guard Trailer	5700 Jade Avenue, Port Arthur	980

## EXHIBIT "A" - The Buildings (Cont'd)

<i>Building Name</i>	<i>Address</i>	<i>Gross Area (SF)</i>
PRCT #3 Service Center	5700 Jade Avenue, Port Arthur	7,140
PRCT #3 Stock Yard	24420 Hwy. 124, Hampshire	5,396
PRCT #4 Service Center	BOYT ROAD, Beaumont	20,649
PRCT #4 Stock Yard Bldg	HEBERT ROAD, Beaumont	627
PRCT. #4 Stock Yard	HEBERT ROAD, Beaumont	2,694
Restitution Center #1	4673 Washington, Beaumont	7,500
Restitution Center #2	145 S. 11th Street, Beaumont	9,620
Service Center	1295 Orleans Street, Beaumont	3,848
SubCourtthouse Carpenter shop	624 4 <sup>th</sup> St., Port Arthur	2,000
SubCourtthouse Maintenance	709 Lakeshore Dr., Port Arthur	2,000
T Hangars	AIRPORT	40,000

*Buildings without UCMs*

Minnie Rogers Juvenile Justice Center	5326 Hwy. 69 South, Beaumont	50,355
Remote Encoding Center	725 Orleans, Beaumont	33,574
Terminal II Annex	Jerry Ware Dr., Beaumont	3,000
Credit Union	1254 Pearl St., Beaumont	2,623
Old Fuel Service Bldg.	Airport	500
Old Private Pilot Bldg.	Airport	11,109
New Sheriff's Hangar	4640 Hangar Dr., Beaumont	19,600
Jefferson County Appraisal District Office	4610 S. 4th St., Beaumont	Not included
Entertainment Complex and Softball Fields	IH 10 and Brooks Rd., Beaumont	Not included

**EXHIBIT "B" - The Report**

The report submitted on January 15, 2003 and revised March 31, 2003 constitutes the final Utility Assessment Report.

### EXHIBIT "C" - The ECMs

The recommended UCMs and the buildings to which they apply are shown below.

<i>Building Name</i>	<i>Lighting Retrofit</i>	<i>Scheduling - EMS</i>	<i>Chiller and Cooling Tower Replacement</i>	<i>AHU Replacement</i>	<i>Boiler Replacement</i>	<i>Variable Speed Drives</i>	<i>Water Conservation</i>
Correctional Facility	x	x					x
Jerry Ware Terminal	x	x					x
Main Terminal	x	x				x	x
Courthouse Complex	x	x	x			x	x
Port Arthur Sub Court House	x	x		x	x		
Admin. Bldg. Airport	x						x
Adult Probation	x	x					
Airport Maint. Bldg.	x						
Carpenter Shop Annex II	x						
Courthouse Annex I	x	x					
Courthouse Annex II	x	x					
Credit Union							
Hangar 1	x						
Hangar 3	x						x
Hangar 4	x						x
Hangar 4 offices	x						x
Health & Welfare- Port Arthur	x	x					x
Health & Welfare-Beaumont	x						
JP & Constable Building	x						
Juvenile Probation	x	x					x
Mesquite Point Park Bldg.	x						
Mesquite Point Park Rest room	x						
MidCounty Office Building	x	x					
MidCounty Tax Office	x	x					
Mosquito Control	x						
New Fire House Airport	x						
Old Firehouse airport	x						
Old Fuel Service Bldg.							x
Old Private Pilots Bldg.							x
PRCT #1 Service Center	x						
PRCT #2 Service Center	x						x
PRCT #3 Guard Tractor	x						
PRCT #3 Service Center	x						
PRCT #3 Stock Yard	x						
PRCT #4 Service Center	x						
PRCT #4 Stock Yard Bldg	x						
PRCT #4 Stock Yard	x						
Restitution Center #1	x						
Restitution Center #2	x						
Service Center	x						x
SubCourthouse Carpenter shop	x						
SubCourthouse Maintenance	x						
T Hangars	x						

## LoneSTAR Schedule of Values

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
1	Mobilization & Development Fee <i>Detailed</i>	\$287,672
2	Lighting Installation SC	\$983,495
3	Engineering	\$26,000
4	M&V	\$12,938
5	OH & P	\$286,281
6	Scheduling Old Terminal SC	\$6,914
7	Engineering	\$427
8	M&V	\$91
9	OH & P	\$2,081
10	VFD's on CHW Pmps - Main Terminal	\$10,573
11	Engineering	\$1,113
12	M&V	\$238
13	OH & P	\$11,924
14	Scheduling/EMS Correctional Facility	\$295,452
15	Engineering	\$26,051
16	M&V	\$5,582
17	OH & P	\$91,584
18	Chiller Replacement - Courthouse	\$357,712
19	Equipment	\$224,000
20	Engineering	\$42,423
21	M&V	\$9,091
22	OH & P	\$177,303
23	Scheduling - Other Buildings	\$23,168
24	Engineering	\$1,538
25	M&V	\$330
26	OH & P	\$7,750
27	Water Conservation	\$341,114
28	OH & P	\$95,512
	<b>TOTAL</b>	<b>\$3,328,357</b>

### Municipal Lease Schedule of Values

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
1	Scheduling/EMS Main Terminal	\$138,876
2	OH & P	\$38,885
3	HVAC Sub-Courthouse	\$217,640
4	Equipment	\$34,050
5	OH & P	\$70,473
6	Scheduling/EMS Courthouse Complex	\$635,848
7	OH & P	\$178,037
10	Project Management	\$127,273
	<b>TOTAL</b>	<b>\$1,441,082</b>

## **EXHIBIT "E" - The Owner's Maintenance and Operations Responsibilities**

The Owner is responsible for operation and maintenance of all ECMs installed by this Agreement. This includes the following activities as minimum recommended requirements:

### **Lighting:**

- Maintain per the manufacturer's recommendations to include but not be limited to the following activities:
- Replace lamps with recommended replacements as they fail;
- Replace ballasts with recommended replacements as they fail;
- Clean reflectors and lenses when changing lamps or ballasts;

### **Energy Management System:**

- Maintain per the manufacturer's recommendations to include but not be limited to the following activities:
- Maintain operating schedules and programs, as initially programmed, to maintain temperature and humidity requirements in all affected areas and to maintain energy savings;
- No less than annually, visually verify that all electrical, electro-pneumatic, and pneumatic actuators are functional and travel through their full range of control without binding;
- Periodically validate the operation and calibration of temperature sensors, differential pressure sensors, and humidistats;
- Periodically perform installed diagnostic tests of hardware and software associated with the operator workstations and/or servers.

### **Chillers & Cooling Towers:**

- Maintain per the manufacturer's recommendations to include but not be limited to the following activities:
- Maintain records of testing and treatment, as recommended by a reputable water treatment company, to demonstrate that an effective water treatment program for the chilled water and condensing water systems is followed;
- Using the Energy Management System, maintain performance records of the equipment to demonstrate that chillers and cooling towers are performing as expected.
- Perform periodic maintenance on chillers, cooling towers, and associated pumps as recommended by the manufacturer. Written documentation of the maintenance activities must be thorough and shall be retained for review should performance of the equipment be questioned at any time during the Performance Phase of the Agreement.

**Air Handling Units:**

- Maintain per the manufacturer's recommendations to include but not be limited to the following activities:
- Change filters no less than twice per year or as dictated by visual inspection and/or differential pressure across the filters;
- Periodically check belts for wear, alignment, and adjust as required;
- Lubricate motor and fan bearings per the manufacturers recommendations to ensure proper operation;
- Periodically inspect access door gaskets to ensure a proper seal is maintained;
- Periodically inspect chilled water, heating hot water/steam heating coils are clean and free of leaks.

**Boilers:**

- Maintain per the manufacturer's recommendations to include but not be limited to the following activities:
- Maintain records of testing and treatment, as recommended by a reputable water treatment company, to demonstrate that an effective water treatment program for the boiler and heating hot water systems is followed;
- Periodically inspect the boiler to ensure there are no water leaks;
- Periodically inspect the boiler to ensure there are no fuel gas leaks;
- Periodically inspect the boiler and all exhaust flues to ensure there are no leaks;

**Variable Speed Drives:**

- Maintain per the manufacturer's recommendations to include but not be limited to the following activities:
- Periodically verify that VSD's are modulating per the parameters programmed in the EMS;
- Periodically clean cooling fans/screens and filter media used to provide cooling air to the VSD;

**CAUTION: ENSURE DRIVES ARE PLACED IN BYPASS OR TURNED OFF PRIOR TO OPENING A LOCAL DISCONNECT SWITCH AT ANY CONTROLLED DEVICE. FAILURE TO TAKE THIS PRECAUTION MAY CAUSE IRREPAIRABLE DAMAGE TO THE VSD.**

**Water Conservation Devices:**

- Maintain per the manufacturer's recommendations to include but not be limited to the following activities:
  - Sensor Faucets – Periodically inspect for proper operation and replace battery as required.
  - Push Button Faucets – Periodically inspect for proper operation and repair/replace as required.

- Water meters – Periodically inspect for proper operation and adjust/repair/replace as required;
- Aerators – Periodically inspect for proper operation and clean/replace as required.
- Low Flow Flush Valves – Periodically inspect for proper operation and adjust/repair/replace as required;
- Low Flow Tank Top Water Closets -- Periodically inspect for proper operation and adjust/repair/replace as required;
- Low Flow Urinals - Periodically inspect for proper operation and adjust/repair/replace as required.

### EXHIBIT "F" - Standards of Performance

The following approved Building Codes and Standards are used by Sempra and will be applied as appropriate to the work on this project:

- (1) The Uniform Building Code (UBC)
- (2) The Uniform Mechanical Code (UMC)
- (3) The Uniform Plumbing Code (UPC)
- (4) The National Electrical Code (NEC)
- (5) The National Fire Protection Standards (NFPA)

Additional Codes, Standards and Guidelines that may also apply:

- (6) ASHRAE 90.1
- (7) OSHA 29 CFR 1926 and 29 CFR 1910.
- (8) EPA 40 CFR 761 (PCB's)
- (9) Texas Historical Commission
- (10) Etal.

#### Owner's Requirements

- (11) Temperature and humidity requirements, as identified by Owner and/or the Texas Historical Commission, for areas where historical archives are stored or displayed.

## EXHIBIT "G" - Termination Fee

Year	Time Period	Termination Fee
0	After Installation and Acceptance of ECM	\$ 48,440.98
1	After ECM Acceptance - End of year One	\$ 44,647.61
2	After ECM Acceptance - End of year Two	\$ 40,521.62
3	After ECM Acceptance - End of year Three	\$ 38,739.20
4	After ECM Acceptance - End of year Four	\$ 36,780.07
5	After ECM Acceptance - End of year Five	\$ 34,633.37
6	After ECM Acceptance - End of year Six	\$ 32,287.67
7	After ECM Acceptance - End of year Seven	\$ 29,730.90
8	After ECM Acceptance - End of year Eight	\$ 26,950.35
9	After ECM Acceptance - End of year Nine	\$ 23,932.64
10	After ECM Acceptance - End of year Ten	\$ 20,663.64
11	After ECM Acceptance - End of year Eleven	\$ 17,128.47
12	After ECM Acceptance - End of year Twelve	\$ 13,311.48
13	After ECM Acceptance - End of year Thirteen	\$ 9,196.16
14	After ECM Acceptance - End of year Fourteen	\$ 4,765.10

— TERMINATION  
FEE!

### EXHIBIT "H" - Financing and Ownership

Commencement of work on the project is contingent upon the Owner obtaining all required financing for the Work no later than April 14, 2003. Solutions will not proceed with work on the project until notified that funding is available for the Work. If the Owner notifies Solutions that funding is not available for the work, this agreement shall be terminated at no additional cost to the Owner.

The Owner may choose to enter into new negotiations with Solutions to accomplish a revised scope of work identified in the Report or to pay Solutions for the Report as outlined in the Detailed Energy Services agreement of January 13, 2003.

All financing required to facilitate implementation of the Work will be obtained by and is the responsibility of the Owner. Solutions will provide necessary support documentation to facilitate definition of the scope of work and equipment to be installed and any other project cost information required to obtain the financing.

Solutions will transfer ownership of the equipment, material and systems installed during the Work upon receipt of a "Certificate of Final Completion and Acceptance" from the Owner.

## EXHIBIT "T" - Insurance Requirements

### 1.0 LIABILITY INSURANCE

Contractors shall procure and maintain, with respect to the subject matter of the bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractors' liability as may arise directly or indirectly from work performed under terms of the bid. Certification of such coverage must be provided to the County upon request.

### 2.0 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.

### 3.0 WORKERS' COMPENSATION COVERAGE

Rule 110.110 was adopted by the Texas Workers' Compensation Commission under the Texas Labor Code, Section 402.061, and provides specific requirements for government entities to follow when soliciting bids on public works contracts. All persons providing services on a building or construction project for a government entity must be covered by Workers' Compensation Coverage. The governmental entity is required to obtain certificates of coverage and retain them for the duration of the project plus three years. The rule requires specific language to be included in all bid specifications and in contracts awarded by a governmental entity.

### 4.0 WORKERS' COMPENSATION INSURANCE

#### 4.1. Definitions:

**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, TWCC-81, TWCC-82, TWCC-83, or TWCC-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.

**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.

**Persons providing services on the project ("subcontractor") in article 406.096 of the Texas Labor Code** – 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 services 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.

- 4.2. 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.
- 4.3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 4.4. 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.
- 4.5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 4.5.1. 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
  - 4.5.2. 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.
- 4.6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 4.7. 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.

- 4.8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, 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.
- 4.9. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 4.9.1. 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.
  - 4.9.2. 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.
  - 4.9.3. 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.
  - 4.9.4. Obtain from each person with whom it contracts, and provide to the Contractor:
  - 4.9.5. A certificate of coverage, prior to the other person beginning work on the project; and
  - 4.9.6. 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.
  - 4.9.7. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 4.9.8. 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
  - 4.9.9. Contractually require each person with whom it contracts to perform as required by paragraphs I.1.-I.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 4.10. 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.

- 4.11. 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.

# **JEFFERSON COUNTY, TEXAS**

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## **ANNUAL BUDGET FISCAL YEAR 2015-2016**

**JEFF BRANICK**  
COUNTY JUDGE

**EDDIE ARNOLD**  
COMMISSIONER, PCT. 1

**BRENT WEAVER**  
COMMISSIONER, PCT. 2

**MICHAEL "SHANE"  
SINEGAL**  
COMMISSIONER, PCT. 3

**EVERETTE "BO" ALFRED**  
COMMISSIONER, PCT. 4

**PATRICK SWAIN**  
COUNTY AUDITOR

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## JEFFERSON COUNTY, TEXAS ANNUAL BUDGET

This budget will raise less revenue from property taxes than last year's budget by an amount of \$1,719,524, which is a 1.92% decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,208,616.

The members of the governing body voted on the budget as follows:

**FOR:**

**AGAINST:**

**PRESENT**

**ABSENT:**



### Property Tax Rate Comparison

	2015-2016	2014-2015
Property Tax Rate:	\$0.365000/100	\$0.365000/100
Effective Tax Rate:	\$0.375971/100	\$0.391606/100
Effective Maintenance & Operations Tax Rate:	\$0.365340/100	\$0.393468/100
Rollback Tax Rate:	\$0.426100/100	\$0.457173/100
Debt Rate:	\$0.022894/100	\$0.024634/100

Total debt obligation for Jefferson County secured by property taxes is \$40,660,000.

### FISCAL YEAR 2015-2016

## HISTORY OF JEFFERSON COUNTY, TEXAS

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**Jefferson County Courthouse**

Jefferson County is a 937 square mile County situated in the Coastal Plain or Gulf Prairie region of extreme southeastern Texas. The County is comprised of mainly grassy plains, though it has a dense forest belt, marshy saltgrass terrain, and coastal prairie within its boundaries. The area is low and flat with altitudes rising from sea level to approximately 50 feet above. The County has a subtropical humid climate with a mean annual temperature of 69 degrees and averages fifty-three inches of annual rainfall. The average growing season is 225 days a year. Several incorporated towns make up the County including: Beaumont, Bevil Oaks, China, Groves, Nederland, Nome, Port Arthur, Port Neches, and Taylor Landing.

Jefferson County was formed in 1836 and organized in 1837. It was one of the original counties in the Republic of Texas. The first County seat was Jefferson (named after Thomas Jefferson) on the east bank of Cow bayou and was replaced by Beaumont in 1838. The first Jefferson County courthouse was built in 1854 and later became a Confederate hospital during the Civil War. The second courthouse was a 3-story building, built in 1893. It was the County's seat of justice until demolished to make room for the current building. The courthouse as it stands today was built in 1931 for \$1,000,000. Since the building of the original courthouse in 1931, there have been

several extensions. The "New Courthouse" was built in the 1980's, and is attached to the original structure. The County also has a sub-courthouse located in Port Arthur. Other County Buildings and Annexes that house the operations and offices of the government are located at optimal points within the County.

The area that is Jefferson County has been claimed by several different nations. The first inhabitants were the Atakapa Indians, which settled in the Lower Neches and Sabine rivers. The French and Spanish disputed ownership of the area during the eighteenth century, and when the United States acquired Louisiana, the area was under Spanish control as part of the Atascosito District. Anglo settlement began in the area around 1821 with encouragement by the Mexican government. With the formation of the Texas Republic in 1836, residents of the newly formed County sought to increase settlement.

Jefferson County was changed drastically by the discovery of oil at Spindletop in 1901. Almost overnight, the area became a booming economic base for oil exploration and refining. Jefferson County's economy to this day is still rooted in the oil industry. Currently the economy of the County is based primarily on petroleum refining; the production and processing of petrochemicals and other chemicals; the fabrication of steel and steel products; shipping activity; the manufacture of wood, pulp, food and feed products; agriculture; and health care services. The County continues to diversify its economic base.

Jefferson County is the location of one of the fastest-growing industrial areas of Texas. The County endeavors to offer its citizens everything they seek in the way of employment, entertainment, cultural activities, and educational facilities. Jefferson County not only seeks to increase economic development in the area, but also seeks to provide its residents with an enriching community life.

#### SOURCES:

"JEFFERSON COUNTY." The Handbook of Texas Online.  
 <<http://www.isls.texas.edu/handbook/online/articles/view/J/je15.htm>> [Accessed Thu Sep 7 8:52:03 US/Central 2000].

"A History of Jefferson County, Texas From Wilderness To Reconstruction." W. T. Block, A Master of Arts Thesis at Lamar University. =<<http://block.dynip.com/wtblockjr/History%20of%20Jefferson%20County/Introduction.htm>> [Accessed Thu Sep 7 8:52:03 US/Central 2000].

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# BUDGET SUMMARY

**PATRICK SWAIN**  
**COUNTY AUDITOR**  
 (409) 835-8500



1149 PEARL ST. - 7TH FLOOR  
 BEAUMONT, TEXAS 77701

September 21, 2015

Honorable Commissioners' Court:

Jeff Branick, County Judge  
 Eddie Arnold, Commissioner, Precinct No. 1  
 Brent Weaver, Commissioner, Precinct No. 2  
 Michael "Shane" Sinegal, Commissioner, Precinct No. 3  
 Everette "Bo" Alfred, Commissioner, Precinct No. 4

The Commissioners' Court of Jefferson County, Texas was committed to adopting a budget for the year 2015-2016 which would not require an increase in the County's overall property tax rate. We are proud to present a budget for the general fund that has increased from the 2014-2015 adjusted budget by less than 1%, and moreover maintains the same property tax rate. Therefore, in compliance with Section 111.033, Local Government Code, budget recommendations for fiscal year 2015-2016 are submitted for your consideration and approval.

This budget is prepared on the basis of \$24,905,432,113 of net taxable value, after exemptions, which is a decrease of just under 2% over the previous year's net taxable value. The County's tax rate is \$.365 per \$100 of assessed value, 2.9% below the calculated effective tax rate. Net tax collections are estimated at 98.5% of the total levy.

The County's \$.365 tax rate is allocated as follows:

General Fund	.342106
Debt Service	.022894

The fiscal year 2015-2016 budget provides for planned expenditures, net of contingency appropriations, for all operating funds totaling \$136,789,973. Contingencies in the amount of \$370,000 in the General Fund have also been appropriated. Such contingent appropriations are under the control of the Commissioners' Court and shall be distributed by that Court.

The Capital Projects for fiscal year 2015-2016, adopted independently of the operating budget, provides for planned expenditures of \$5,262,246.

Annual budgets are adopted for all funds except for enterprise funds, internal service funds, capital project funds, and certain special revenue funds where funds are designated for specific purpose as identified in the grant award document, which adopts grant year or project length financial plans.

It is my opinion that the provisions of revenues and expenditures in this budget are adequate and that funds will be on hand to pay the obligations as set forth. All funds are expected to have sufficient resources to operate within the budgets as proposed. It is intended that each County department will operate within its total budget allocation.

Sincerely,



Patrick Swain  
County Auditor

## **BUDGET INITIATIVES, MAJOR GOALS AND ISSUES**

The 2015-2016 budget year was a great challenge for the Commissioners' Court of Jefferson County. Commissioners' Court developed the current General Fund budget of \$123,408,154. Also, Commissioners' Court was able to maintain the same property tax rate of .365 cents per \$100 of taxable valuation. This property tax rate will enable Jefferson County to continue to provide services to its citizens and promote an atmosphere conducive to economic development within the County.

Budget initiatives for the current operating year include:

Maintain the same property tax rate which is 2.9% below the effective tax rate. Each penny of the tax rate equals approximately \$2.4 million in tax revenues.

Provide a 2% salary increase for all employees. The increase in cost is approximately \$1.4 million including fringe benefits.

Commissioners' Court will utilize previously transferred funds to complete outstanding capital projects.

Maintain capital expenditures for durable goods to replace needed equipment to necessary levels.

On an on-going basis, County officials review and identify key issues facing the County and determine goals and objectives for the current operating year and the future. For the present and future years, the following represent the Commissioners' Court's list of major goals and issues:

- \* Economic Development
- \* Transportation Infrastructure
- \* Coastal Protection
- \* Organizational Development & Improvement

Economic Development - *Enhance the economic development climate in the County for future growth by focusing on workforce training and education, by exploiting our industrial and transportation infrastructure to attract and retain business and industry, and utilizing existing legislation to incentivize the attraction of businesses that bring diversification to the economic base.*

*Local Industry* – Several large projects are in construction, permitting, and development for the area and the County continues to work with other taxing entities to create a business environment conducive to this growth. These include such notables as Lucite, Air Products, Vitol, Golden Pass Products, OCI, and Exxon Mobil.

Petrochemical expansions at the Motiva, Total, and Valero facilities located in Jefferson County represent approximately \$15 billion in project improvements. In addition, hundreds of millions of dollars are being spent on terminal and pipeline facilities to support these projects. We await federal approval of the construction of the Trans-Canada Keystone XL pipeline which will deliver Canadian tar sands crude to Jefferson County and help in relieving our dependence on oil from more politically volatile regions. In addition, recent rail terminal facility expansions and new construction has significantly increased the transportation of Canadian tar sands oil and bitumen to our area for processing by area refineries.

Cheniere, one of two companies with Liquefied Natural Gas Terminals on the border of the Texas/Louisiana Coast, is in the middle of construction of a \$10 billion liquefaction facility. Golden Pass LNG opened their terminal in mid 2011. With their opening, our ship channel is now home to over 40% of the nation's LNG capacity. Golden Pass LNG has filed with federal authorities for permits allowing it to build a \$10 billion gas liquefaction facility in Jefferson County, which approval is expected to be forthcoming in the 2<sup>nd</sup> or 3<sup>rd</sup> quarter of 2016. Sempra Energy has also begun permitting for a multi-billion dollar liquefaction facility to be built on 3,000 acres of land they currently own in Jefferson County.

The County continues to work with industry leaders, the Texas Workforce Commission, Lamar Institute of Technology, Lamar University and non-profit groups to supply a workforce able to handle the growing labor needs of the County. This is especially critical given the interest of the international community in locating facilities in our county.

*Hotel/Motel Tax* – The County collects a 2% hotel occupancy tax from Jefferson County hotels. This tax has generated over \$900,000 annually enabling the County to enhance tourism in the area by funding a variety of events and projects. The County funds the operational cost of the Ben J. Rogers Regional Visitors' Center with revenue from the Hotel/Motel Tax.

*Airport Development* – The County, area Chambers of Commerce, and other business leaders were successful in working with American Airlines to secure direct flights to the Dallas area to enhance the Airport's operations and link Jefferson County to worldwide destinations. Airport facility renovations are continual as part of the Airport's master plan approved and funded by the FAA.

Transportation Infrastructure – *Provide adequate funding for County infrastructure.*

*Sabine-Neches Waterway* - The County has participated in a study by the U.S. Army Corps of Engineers into the feasibility of deepening the Sabine-Neches waterway. This

will allow ports in Southeast Texas, the fourth largest in the nation, to accommodate newer deep draft vessels and thus remain competitive with other ports on the Gulf Coast. Recently, the U.S. Army Corps of Engineers issued their "Chief's Report" which paves the way for federal funding of this project. The U S House and Senate recently passed legislation which was signed by the President authorizing the construction of the waterway improvements at a cost in excess of \$1 billion. Congressional appropriations for the project are expected shortly.

Coastal Protection – *Provide protection of the County's natural resources.*

*Protection measures* – Hurricane Ike destroyed the beach dune system along the 20 miles of Jefferson County coastline. As a result, the 62,000 acres of marsh in Jefferson County are being continually assaulted by normal saltwater tidal changes which will destroy the marshes' regenerative growth. This marsh area is critical economically, environmentally, and recreationally, and acts as a significant buffer against hurricane related tidal surges. Jefferson County has partnered with the U.S. Fish & Wildlife service, the Texas General Land office, Texas Commission on Environmental Quality, and Texas Parks & Wildlife department to address dune restoration issues. Jefferson County is currently working with State and Federal officials to leverage BP Oil Spill funding for coastal restoration projects. Thus far state and federal resources in excess of \$12 million are currently being employed to address the issue and both state and federal officials are committed to further funding.

Organizational Development & Improvement - *Improve services to our citizens through development of employees within the County.*

*Services* – The County also intends to continue examining our business processes and use of technology to insure that citizen's needs are addressed in the most efficient and cost-effective manner possible.

*Strategic Planning and Performance Measures* – The County has created a strategic planning committee for enhanced long term budget planning including long range capital projects planning. They have developed a vision statement and mission statement. They are continuing to work on developing a strategic plan that will also help to a model of performance measures to assist with the budget process.

*Vision Statement:*

*Jefferson County is proudly committed to ethically delivering efficient, responsive services which enhance the quality of life for all of our citizens.*

*Mission Statement:*

*Jefferson County Elected Officials and Employees will carry out our duties while respecting citizens and business entities by maintaining fiscal responsibility, demonstrating accountability, and allocating resources in a fair and equitable manner.*

## BUDGET HIGHLIGHTS

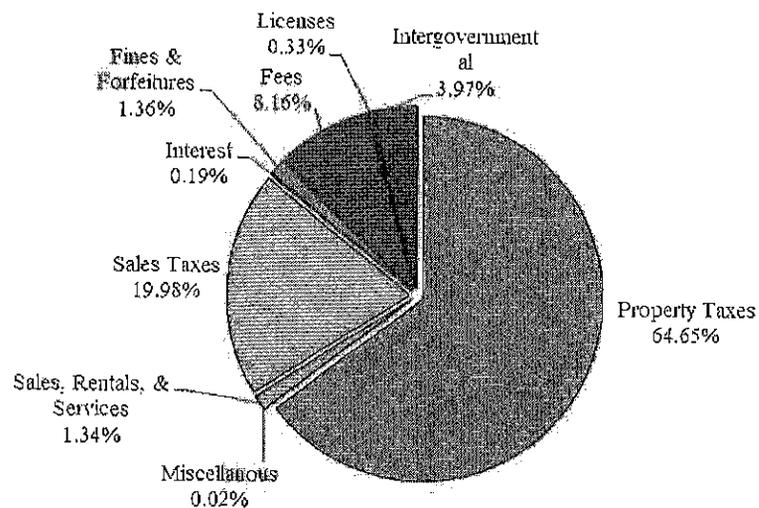
### REVENUES

Jefferson County's budgeted revenues for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other sources):

#### Revenues by Source - All Funds Summary

	Approved 2014-2015	Approved 2015-2016	Percentage Change
Property Taxes	\$ 82,877,967	\$ 80,959,960	-2.31%
Sales Taxes	22,450,000	25,025,000	11.47%
Fees	10,016,044	10,214,546	1.98%
Licenses	418,200	414,620	-0.86%
Sales, Rentals, & Services	1,529,876	1,676,854	9.61%
Intergovernmental	4,901,618	4,967,382	1.34%
Fines & Forfeitures	1,825,000	1,705,000	-6.58%
Interest	237,010	235,332	-0.71%
Miscellaneous	24,000	24,000	0.00%
Contributions	4,000	4,100	2.50%

Revenues by Source - All Funds Summary  
Fiscal Year 2015-2016



Property taxes are expected to decrease by about \$1.9 million for 2015-2016. This decrease is due in large part to declines in oil prices and declines in industrial values in association with the uniform and equal provision of the Texas Constitution. The County is hopeful that legislation will be passed to help bridge the gap between market values and appraised values for these commercial and industrial properties. This amount is based on a net taxable value of \$24,905,432,113 and an adopted tax rate of .365¢. The County is anticipating a 98.5% collection rate for this budget year. Despite this current decline, net taxable values are still up by about 8% over the past five years as a result of increased commercial development.

Sales taxes collections are budgeted at \$25,025,000. The County collects ½ cent on all taxable sales within the County. The ½ cent sales tax was adopted in 1989. Also, the County collects sales tax on alcoholic beverages. The County collects a 2% hotel occupancy tax from area hotels. This tax is used to fund the Ben J. Rogers Regional Visitors' Center as well as tourism grants.

Taxes typically make up about 85% of all revenues for the County. Please refer to page 24 for a ten year historical account of Tax Revenues by Source.

Fees represent the third largest source of revenue for the County. Fees are anticipated to remain relatively flat. Fees include all departmental fees. Fees depend on the provisions of state law, and are usually mandatory, but occasionally are optional with the approval of Commissioners' Court. Revenues from this source depend on collections by departments, the actions of courts, incidence of offenses, and various other external factors. The County uses historical trends of actual revenue collections to estimate for the current year with making adjustments for any changes in the fee schedules.

Road and Bridge Fees are generated from a \$10 annual assessment at the time of license tag renewal. The Road and Bridge precincts utilize these funds for road construction and maintenance of roads as stipulated by the Texas statutes.

Auto registration fees represent the County's portion of the annual renewal fees for State auto registration. Based upon Chapter 152 of the State Tax Code this fee provides funding for construction, maintenance, bridge construction, purchases of right-of-way, and for relocation of utilities.

Other revenues are made up of licenses, sales, intergovernmental revenue, fines and forfeitures, interest, and other miscellaneous items. The County uses historical trends of actual revenue collections to estimate for the current year with making adjustments for any changes in circumstances or rates such as interest rates.

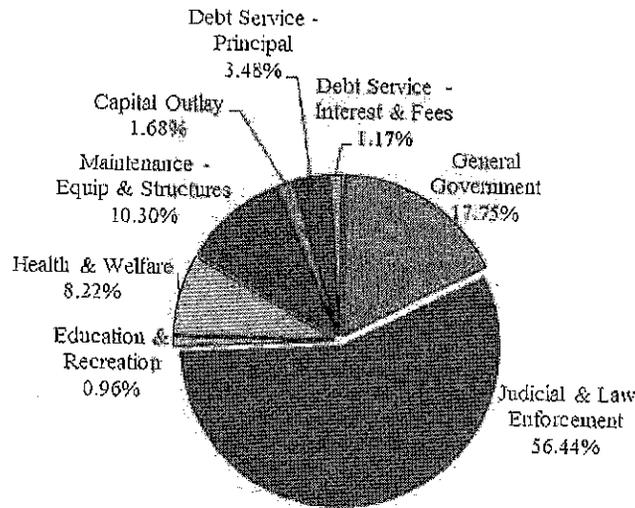
## EXPENDITURES

Jefferson County's budgeted expenditures for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other uses):

### Expenditures - All Funds Summary by Function

	Approved 2014-2015	Approved 2015-2016	Percentage Change
General Government	\$ 23,144,481	\$23,382,387	1.03%
Judicial & Law Enforcement	73,005,476	74,342,310	1.83%
Education & Recreation	1,428,629	1,261,711	-11.68%
Health & Welfare	10,631,365	10,822,599	1.80%
Maintenance - Equipment & Structures	13,355,461	13,566,661	1.58%
Capital Outlay	2,675,389	2,210,163	-17.39%
Debt Service - Principal	4,420,000	4,590,000	3.85%
Debt Service - Interest and Commission	1,691,644	1,534,121	-9.31%
Debt Service - Transaction Fees	12,000	12,000	0.00%

Expenditures - All Funds Summary  
Budgeted for Fiscal Year 2015-2016



General Fund expenditures make up 90.2% of total budgeted expenditures, while Debt Service make up 4.4% and Special Revenue funds make up 5.4% percent. The majority of the total increases from the 2014-2015 approved budget year to 2015-2016 is related to the General Fund and will be discussed below.

## GENERAL FUND

The General Fund is used to account for the general governmental operations of the County. Included in these activities are budgets for the general government, judicial and law enforcement, education and recreation, health and welfare, maintenance of buildings and structures, capital outlay, and special purpose funding. Expenditures for fiscal year 2015-2016 including "transfers out" and contingency appropriation are approved at \$123,408,154. Revenues including "transfers in" are estimated at \$113,455,177.

Property Taxes represent 66.5% of the revenues generated by the General Fund. In 2015-2016 the budgeted property taxes for the General Fund is expected to decrease by \$1.4 million from the prior year's budget. This decrease is due in large part to declines in oil prices and declines in industrial values in association with the uniform and equal provision of the Texas Constitution. The County is hopeful that legislation will be passed to help bridge the gap between market values and appraised values for these commercial and industrial properties. Budgeted property tax revenue for 2015-2016 is \$75,469,344 for the General Fund.

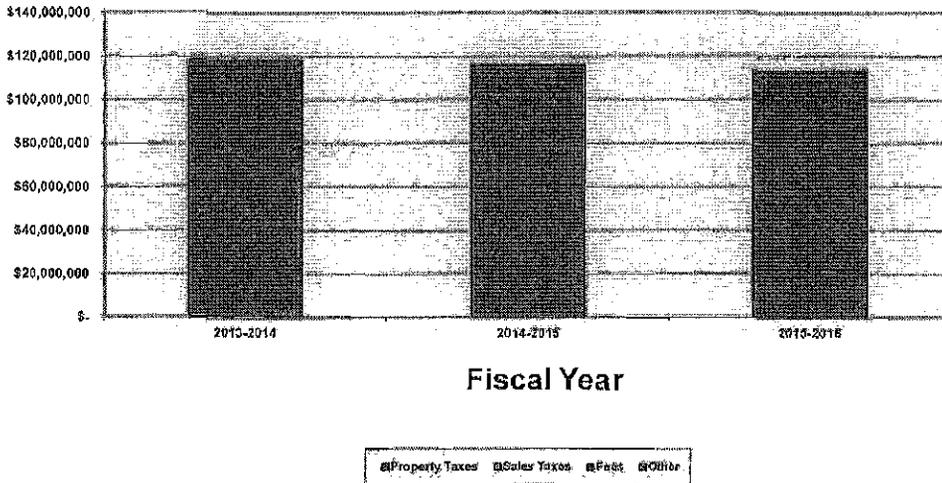
Budgeted sales tax revenue for 2015-2016 is \$23,925,000 which represents 21.1% of the revenues generated by the General Fund. Revenue from Sales taxes appears to have stabilized after recent industrial expansions. The County anticipates revenue from Sales taxes to maintain their current levels for the 2015-2016 budget year.

Fees collected by the County account for 7.8% of the General Fund revenues. Estimated revenues for fees are budgeted at \$8,805,100. Fees are expected to remain relatively flat with the prior year's budget.

Other revenue sources include intergovernmental revenue, contractual payments on the housing of inmates for area cities, and interest revenue. Other revenue sources accounts for 4.6% of the budgeted General Fund revenues. Estimated revenues for other revenue sources are budgeted at \$5,255,733. Other revenue sources are expected to remain relatively flat with the prior year's budget.

The following graph shows the relationship of the major revenue sources for fiscal year 2013-2014 through 2015-2016:

## General Fund (Revenues)



Expenditures budgeted for the 2015-2016 fiscal year total \$123,408,154 including contingency appropriation and “transfers out”.

### General Fund Expenditures by Category

	Percentage of Budget	Approved 2014-2015	Approved 2015-2016	Percentage Change
Personnel Services	68.37%	\$ 82,556,778	\$ 84,378,283	2.21%
Operating Expenditures	26.44%	32,664,745	32,621,655	-0.13%
Capital Outlay	0.93%	2,033,889	1,144,945	-43.71%
Special Purpose Funding	4.26%	5,226,206	5,263,271	0.71%

Personnel services include salaries, wages, and fringe benefits of Jefferson County employees. This budget has an addition of one position for 2015-2016. A two percent salary increase for all employees will increase personnel services approximately \$1.4 million. The majority of the remaining increase is due to a seven percent increase in employees’ health insurance.

Operating expenditures include all materials and supplies, maintenance and utilities, and miscellaneous services. Departments were diligent in maintaining their budgets as closely to current levels as possible. This area is remaining relatively flat with the prior year’s budget.

Capital outlay, which includes all capital equipment purchases over \$5,000 made by the County, decreased by \$888,944. The County will be replacing or purchasing necessary equipment including several vehicles for the Constable’s offices and continued vehicle replacement for the Sheriff’s office and other offices as needed. Other capital outlay needs, will be purchased with other funding including grants, where available.

Special Purpose Funding is used to account for expenditures that are non-operational in nature or do not specifically belong to a department. It consists of contingency appropriations and "transfers out". This budget year the following transfers are budgeted: Ford Park - \$2,182,945, Jack Brooks Regional Airport - \$1,737,746, and County match for Grant funds - \$972,580. Contingency appropriations are budgeted at \$370,000.

In 2015-2016, the County will anticipate utilizing \$9,952,977 of the General Fund reserves to balance the operating requirements of the County. The County's ending available fund balance will be 28.1% of budgeted expenditures which complies with the County's fund balance policy. The amount that the County will utilize of the General Fund reserves will be used to fund capital outlay and special purpose funding.

#### General Fund Expenditures by Function

	Percentage of Budget	Approved 2014-2015	Approved 2015-2016	Percentage Change
General Government	19.56%	\$22,659,668	\$22,891,719	1.02%
Judicial & Law Enforcement	59.42%	68,388,670	69,522,685	1.66%
Education & Recreation	0.35%	402,359	407,274	1.22%
Health & Welfare	9.25%	10,631,365	10,822,599	1.80%
Maintenance - Equipment & Structures	11.42%	13,139,461	13,355,661	1.65%

General Government increase is mainly due to the two percent salary insurance for all employees and increase in employees' health insurance rates. General Government is made up of the administrative functions of the County including the Tax office, Auditor's Office, County Clerk, County Treasurer, Purchasing, MIS, and others.

Judicial and Law Enforcement increases are in large part due to the two percent salary increase to all employees and increases in employees' health insurance rates. Other increases in this area are due to contractual items.

The Education and Recreation Division increase is due to the two percent salary increase to all employees and increases in employees' health insurance rates. One position was added to the Agriculture department at a net zero change by reducing extra help. The only department for this division is the Agriculture Extension Service which offers the citizens of Jefferson County access to a wealth of knowledge and experience on agricultural topics.

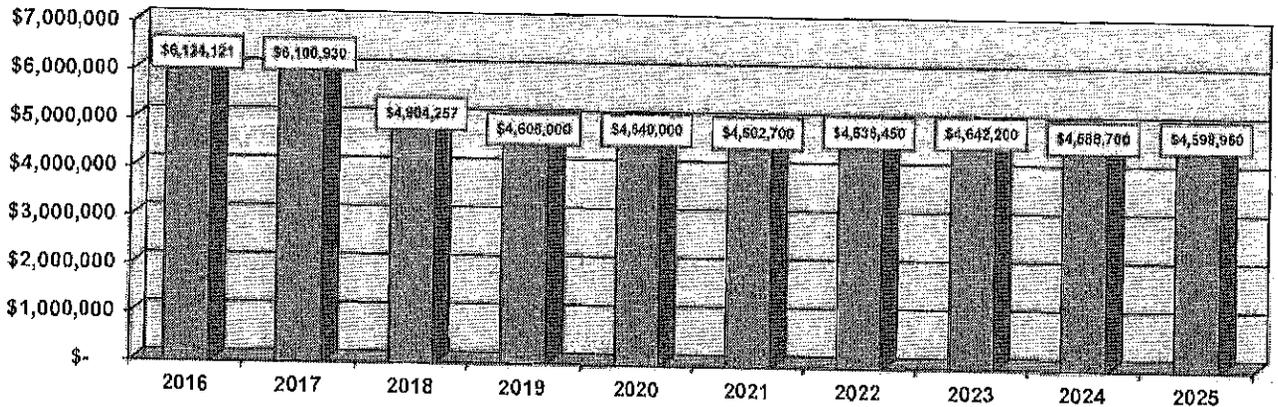
Health & Welfare increase is mostly due to the two percent salary increase to all employees and increases in employees' health insurance rates. This division provides health care for the indigent citizens of the County, support of the child protective services of the State of Texas, mosquito control practices throughout the County, emergency management, and environmental control functions for the County.

Maintenance – Equipment & Structures increase is due to the two percent salary increase to all employees and increases in employees' health insurance rates. This division is responsible for the maintenance and operation of all County facilities and roadways.

**DEBT SERVICE FUND**

The Debt Service Fund is a legally restricted fund utilized to account for revenues recognized to liquidate the debt service requirements for the County's debt. This income is primarily earned through the allocation of property taxes to the fund.

**Debt Service Requirements Next 10 Years**



At October 1, 2015, the County has debt issues outstanding of \$40,660,000. Revenues are budgeted at \$5,499,466 for 2015-2016, of which 99.8% comes from the allocation of property taxes. The remaining portion of funding to debt service is interest. Expenditures of \$6,136,121 are budgeted to meet the current debt service requirements. The County does not have any plans to issue additional debt for 2015-2016 fiscal year.

**SPECIAL REVENUE FUNDS**

Special revenue funds are used to account for revenues allocated for restricted purposes as specified by statute. The County's funds are comprised of revenues generated from road fees, confiscated goods, security fees, contributions, and other sources. Revenues for 2015-2016 are budgeted at \$6,819,151 and expenditures are budgeted at \$7,615,698. Some items that will benefit the County are: the continued maintenance and operation of the County Clerk's imaging system, installation of an imaging system in the District

Clerk's and District Attorney's office, and implementation of the Texas Supreme Court e-file mandate in all courts. These systems will reduce the paperwork and create efficient ways to review the documents these offices manage. The County Clerk will also be working on a preservation project for records prior to 1990. The Marine Division is classified as a Special Revenue Fund since it is fully funded by the Sabine Neches Navigation District. The Marine Division provides law enforcement presence on the navigable waterways, terminals, and ship channels of the County. The ASAP program is also classified as a Special Revenue Fund since it is fully funded by Port Arthur Independent School District to provide law enforcement personnel to help the school district with truancy issues. Also, Courthouse security will continue to be a high priority. Finally, the Ben J. Rogers Regional Visitors' Center is fully functioning and the Hotel Occupancy Tax Fund will continue to fund the operations.

## **CAPITAL PROJECTS**

The County maintains an ongoing capital improvement program. General government capital improvements have been funded by a combination of bond proceeds, general fund transfers, and state grants. The main focus of the County's capital improvement program is related to Transportation, General Government Buildings, Quality of Life, and Environmental Infrastructure.

Expenditures of \$5,262,246 are estimated for projects in the 2015-2016 fiscal year. All of the funding for these expenditures has already been transferred to the Capital Project funds and will not require additional funding during the 2015-2016 fiscal year. As other projects are identified, the County could use available fund balance above the minimum fund balance policy to budget transfers in futures years in order to minimize debt issuances. The current expenditures will impact the County on several levels including:

*Transportation Infrastructure* – The County has deemed this program a priority to ensure that roadways and bridges are safe and reliable to handle the increased traffic flow in the rural areas. The County has completed funding for capital improvements to bridges as part of a systematic bridge replacement program.

The projects on Labelle Road and Sulphur Plant Road will increase road infrastructure. It will allow more access and wider roadways for the traffic that travels within the County, and open up land for development that was previously inaccessible. The County is partnering with the Texas Department of Transportation (TXDOT) to modify and expand the County's rural roads. By partnering with TXDOT, the County can leverage the local taxpayer's dollars with Federal and State funding to provide a higher grade of roadway.

*General Government Infrastructure* – Several projects are funded in 2015-2016 for the repair, maintenance, and remodel of County buildings. These projects will increase the stability and soundness of the buildings, and assure their continued use in the future.

In the category of General Government, the largest project will be the restoration of the County's Historical Courthouse. The County has developed a seven phase approach to repairing and restoring the County Courthouse. Due to water intrusion, the exterior and the interior of the Courthouse has been severely damaged by water and termites. The County has completed Phases I thru IV of the project by replacing the Courthouse roof, exterior windows, and masonry to its historical equivalent built in the 1930's. Phase V consisting of rehabilitation to the basement and first floor began in fiscal year 2014-2015 and will be completed by March 2016. The County will utilize approximately \$6.5 million to complete this phase over two fiscal years. The County will consider a phased-in approach utilizing available fund balance for completing this restoration project.

*Quality of Life* – Jefferson County has vast resources to draw from in the form of recreational activity for its residents and visitors. One area the County is investing in is recreational fishing along the estuaries of the Gulf of Mexico. The County has a long term project to partner with the Texas Parks and Wildlife Department to develop a portion of land that borders the Keith Lake Fish Pass. This fish pass provides excellent salt water fishing due to significant tidal flow changes through the pass. The County will provide parking and picnic grounds along with a boat launch. Residents and visitors will be able to picnic and fish along the banks of the fish pass on concrete bulk heading and sidewalks.

*Environmental Measures* – The County has been working towards a resolution to re-open Highway 87 from Sea Rim Park to High Island. This twenty-five mile stretch of Highway runs along the Gulf of Mexico and has been closed since the late 1980's. As part of this long term project, the County has funded various environmental studies regarding shoreline erosion, sand source feasibility, and wetlands mitigation. The County is estimating to spend \$418,274 in 2015-2016 to fund these studies. The County is allocating \$1,036,448 from available funds to enhance the marsh growth along the County coastline. The County is incurring engineering and design cost to place a siphon under the Intracoastal Canal in order to provide freshwater to the marsh area currently being inundated with salt water. The County will need Federal or State funding for this project as the total cost to relocate and rebuild this stretch of highway would not be economically feasible for the County.

## ACKNOWLEDGMENTS

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Acknowledgments The dedicated service and hard work of the entire staff of the Auditor's Office achieved the preparation of the 2015-2016 Annual Operating Budget. Sincere appreciation to the elected and appointed officials for their cooperation in completing this budget in a timely manner is also warranted. Commissioners' Court is also commended for exercising fiscal responsibility in their deliberations in setting the expenditures for the proposed fiscal year.

## **BUDGET POLICY & PROCEDURES**

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The overall goal of the County's budget policy and procedures are to establish and maintain effective management of the County's financial resources. Formal policy statements and major objectives provide the foundation for achieving this goal. Accordingly, this section outlines the policies and procedures used in guiding the preparation and management of the County's overall budget and the major objectives to be accomplished.

The County follows the policies below in establishing the budget.

### *Guidelines*

- ⌘ The budget will be prepared in such a manner as to facilitate its understanding by citizens of the County, elected officials, and employees.
- ⌘ Financial information systems will be maintained to monitor operations of the County on an ongoing basis. Also, the accounting and financial reporting systems will be maintained in compliance with current generally accepted accounting principles.
- ⌘ The Auditors' Office will review all departmental budgets to identify possible increases or reductions, and will analyze all budget requests in detail.

### *Interim Financial Reporting*

- ⌘ Commissioners Court and all Departments will be provided with monthly budget reports comparing actual versus budgeted revenue and expense activity.

### *Balanced Budget*

- ⌘ The budget will be structurally balanced; total expenditures do not exceed total resources, or total estimated revenues plus reserves. The County will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing expenditures or accruing future year's revenues.

### *Capital Improvement Policies*

- ⌘ The budget will provide for adequate maintenance of capital, infrastructure, equipment, and for their logical replacement. No “carryover” capital outlay will be budgeted unless specifically approved by Commissioners’ Court during the current year’s budget hearings.
- ⌘ The County will establish an appropriate mix of general fund transfers, state grant funds, and general obligation debt in the funding of capital projects.

### *Debt Management Policies*

- ⌘ The County will confine long-term debt to capital improvements or projects that cannot be financed from current revenues.
- ⌘ The County will not use long-term debt for current operations.
- ⌘ The County will strive to have the final maturity of general obligation bonds at, or below thirty years, and within a period not to exceed the estimated useful life of the project.

### *Fund Balance Policies*

- ⌘ The County will strive to maintain an unreserved, available fund balance of approximately 15% of budgeted expenditures for the General Fund. Fund balance for Debt Service funds will be maintained according to debt covenants, usually 1/12<sup>th</sup> of the next year’s debt principle payment requirements. Fund balance for Special Revenue funds will be maintained to ensure a positive fund balance for the individual funds.
- ⌘ It is the intent of the County to use excess available fund balances above the 15% to help fund capital replacement and capital projects in order to reduce the need for future debt.

### *Investment Policies*

- ⌘ These Investment Policies apply to the investment of short-term operating funds of the County in excess of those funds required to meet current expenditures. Topics included in the investment policy are quite detailed and include information of Strategy, Scope, Objectives and Priorities, Responsibility and Control, Reporting, Institutions, Instruments, Procedures, Collateral and Safekeeping, and Policy Review and Amendments. The

complete policy can be reviewed in the separate Investment Policy Manual maintained by the Treasurer's office.

### *Capital Asset Procedures*

- ⌘ Capital assets include buildings, roads, bridges, equipment, computers, furniture, and vehicles. Jefferson County's monetary criteria is \$10,000 or more and with a useful life of more than one year. Once purchased, all capital assets are maintained in the physical inventory until disposed.

The County follows the procedures below in establishing the budget.

- ⌘ Jefferson County's fiscal year begins on October 1<sup>st</sup> each year and ends on September 30<sup>th</sup>. The budget process for each upcoming fiscal year begins in May with the preparation of Budget Workpapers which are distributed to all County Departments. Each department is asked to project their financial requirements for the upcoming year. The Budget Workpapers are a guide for initial budget requests.
- ⌘ Departmental annual budget requests are then submitted by the Department or Agency Head to the County Auditor in June. The County Auditor compiles the initial requests and in July, budget hearings are held for each department. Commissioners' Court, which includes the County Judge and the four County Commissioners oversee the Budget Hearings. These hearings give Department Heads the opportunity to discuss with Commissioners' Court any changes in their budget, and items that are a priority. The public is invited to attend all budget hearings, which are posted according to the Open Meetings Act.
- ⌘ In conjunction with compiling departmental budget requests, the County Auditor prepares an estimate of available resources in each fund for the upcoming fiscal year. Expenditures budgeted in the various funds may not exceed the fund balances as of the first day of the fiscal year plus the anticipated revenue for the year as estimated by the County Auditor.
- ⌘ In September, the County Auditor prepares the proposed annual operating budget to be presented to the Commissioners' Court for their consideration. The budget represents the financial plan for the new fiscal year. Public hearings are held on the proposed budget.
- ⌘ The Commissioners' Court must adopt an annual operating budget by a majority vote of the Commissioners' Court before October 1. The adopted budget must be balanced; that is, available resources must be sufficient to

support annual appropriations. Accountability is then required for operations to remain within available resources.

- ⌘ The department is the legal level of budgetary control. Total expenditures cannot exceed the final appropriation once the budget has been adopted. Commissioners' Court can amend the total appropriations for an individual department. To comply with expenditure limitations, when one department's total appropriation is increased, another department's appropriation must be reduced by an equal amount. Commissioners' Court may also approve the transfer of appropriations within funds. All such amendments require Commissioners' Court approval.
- ⌘ The County uses funds to report its financial position and results of its operations. Funds for budget purposes are classified as Governmental and Fiduciary. Governmental Funds are used to account for the majority of the County's general activities, including the collection and disbursement of earmarked monies (Special Revenue Funds), the acquisition or construction of general fixed assets (Capital Projects Funds), and the servicing of general long-term debt (Debt Service Funds). The General Fund is used to account for all activities of the County not accounted for in any other fund. Proprietary Funds are used to account for activities similar to those found in the private sector (Enterprise Funds), where the determination of net income (loss) is necessary and/or useful to sound financial management.
- ⌘ Annual budgets are legally adopted for the General Fund and Debt Service Fund. Budgets for Special Revenue Funds are established pursuant to statute guidelines, and budgets for Capital Projects are established on a project basis. Enterprise funds have submitted estimated net loss. The amount of the annual subsidy needed for the Enterprise funds are budgeted in the General Fund as a transfer.
- ⌘ All transactions affecting the acquisition and disposition of anything of value by the County are recorded in detail in the accounting system adopted by the Jefferson County Auditor.
- ⌘ The budgets of general government type funds (i.e. General Fund and Special Revenue Funds) are prepared on the modified accrual basis. Briefly, this means that obligations of the County are budgeted as expenditures, but revenues are recognized only when they are measurable and available.
- ⌘ Encumbrance accounting is used for all funds. Encumbrance accounting means that an estimated cost is recorded on the books at the time of an order of goods and services so that all obligations are booked. When the actual

cost is known, it is booked, and the encumbrance is reversed. All encumbrances lapse at year-end for all budgeted funds.

- ⌘ The Comprehensive Annual Financial Report (CAFR) shows the status of the County's finances on the basis of "generally accepted accounting principles" (GAAP). The CAFR and the budget are prepared on a basis consistent with GAAP using the modified accrual basis.
- ⌘ The budget document does not include Enterprise Funds, Internal Service Funds, and Special Revenue Funds that are grants. Grants are restricted for specific purposes. Because grants are presented to Commissioners' Court throughout the year and some run on different fiscal years, the grant budgets and accountings are maintained separately from this document.

# JEFFERSON COUNTY, TEXAS

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## CALENDAR FOR BUDGET PREPARATION

Dates are approximate

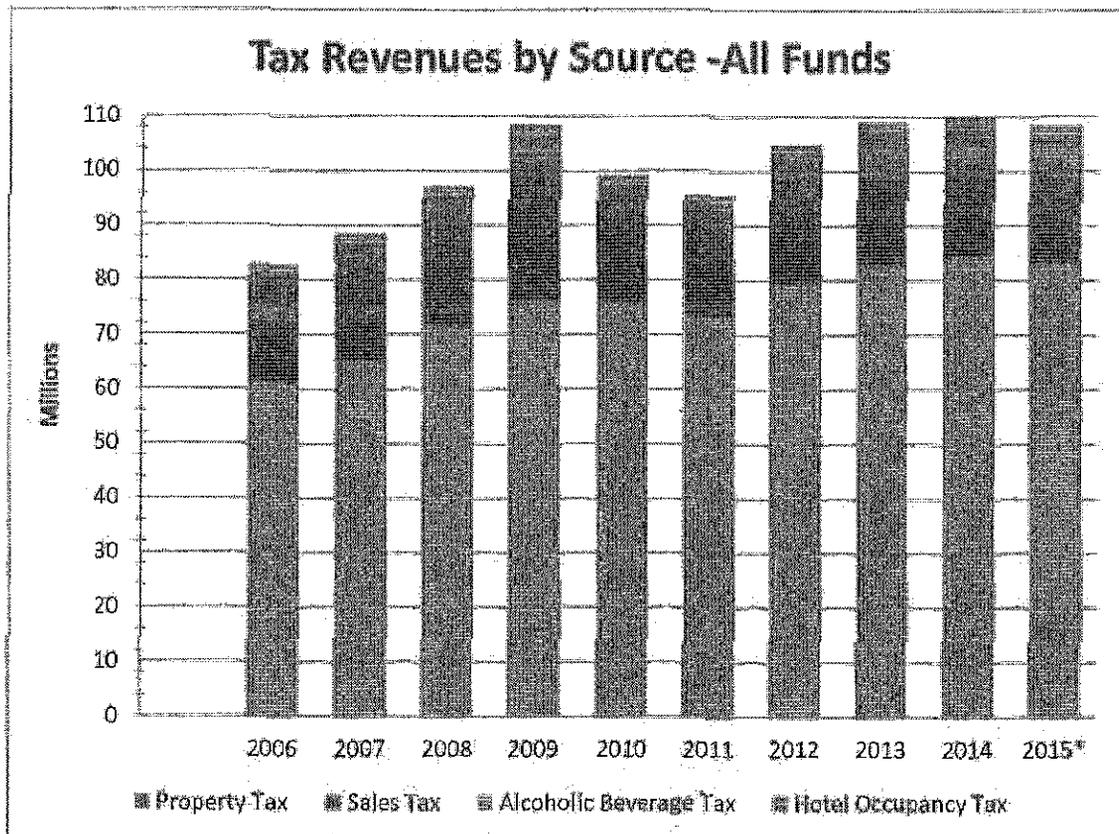
- APRIL 24** – Budget preparation packets sent to all County departments by County Auditor.
- MAY 31** – Budget preparation packets are due back to the County Auditor's office.
- JUNE 1 – JULY 19** – Compile initial budget requests, and estimate of available resources.
- JULY 20 – JULY 24** – Budget Hearings.
- AUGUST 5** – Publish notice of public hearing on annual compensation of County Auditor, Assistant Auditors, and Court Reporters. (Section 152.905 LGC)
- AUGUST 17** – Budget Workshop to discuss pending items for budget.
- AUGUST 20** – Public hearings on Auditors and Court Reporters budget with District Judges. (Section 152.905 LGC)
- AUGUST 31** - Notice of proposed property tax rate. (Section 140.010 LGC)
- SEPTEMBER 10** – Notify Elected officials of salaries and allowances. (Section 152.013 LGC)
- SEPTEMBER 11** – Notice of proposed increases in elected officials' salaries and allowances published in local newspaper. (Section 152.013 LGC)
- SEPTEMBER 11** – Publish notice for budget public hearing. (Section 111.0385 LGC)
- SEPTEMBER 11** – File budget with County Clerk. (Section 111.037 LGC)
- SEPTEMBER 21** – Adopt tax rate.
- SEPTEMBER 21** – Public hearing and adopt budget. (Section 111.039 LGC)
- SEPTEMBER 28** – Receive & file budget.



**TAX REVENUES BY SOURCE - ALL FUNDS**  
**LAST TEN FISCAL YEARS**

<u>Fiscal Year</u>	<u>Property Tax</u>	<u>Sales Tax</u>	<u>Alcoholic Beverage Tax</u>	<u>Hotel Occupancy Tax</u>	<u>Total</u>
2006	\$61,103,193	\$20,150,358	\$494,201	\$894,368	\$82,642,120
2007	65,071,514	21,654,606	503,134	973,569	88,202,823
2008	71,516,193	23,906,777	506,047	1,011,577	96,940,594
2009	75,912,693	30,410,633	614,474	1,294,063	108,231,863
2010	75,995,020	21,361,596	575,928	893,234	98,825,778
2011	72,959,364	20,961,453	547,605	981,619	95,450,041
2012	79,446,316	23,864,675	484,988	1,064,165	104,860,144
2013	82,593,407	24,695,194	475,162	1,015,651	108,779,414
2014	84,262,722	24,064,857	614,384	1,150,383	110,092,346
2015*	83,018,159	23,500,000	631,126	1,210,000	108,359,285

\* Estimate for current year



**RATIO OF ANNUAL DEBT SERVICE EXPENDITURES  
FOR GENERAL BONDED DEBT TO TOTAL GENERAL  
EXPENDITURES**

**LAST TEN FISCAL YEARS**

Fiscal Year	Debt Service			General Expenditures	Ratio of Debt Service To General Expenditures
	Principal	Interest	Total Debt Service		
2005	3,335,000	4,057,373	7,392,373	98,764,803	7.48%
2006	3,890,000	4,084,539	7,974,539	135,159,034	5.90%
2007	4,045,000	3,938,978	7,983,978	116,795,960	6.84%
2008	3,510,000	3,794,062	7,304,062	129,426,472	5.64%
2009	3,660,000	3,671,261	7,331,261	149,958,683	4.89%
2010	3,760,000	3,538,141	7,298,141	137,187,243	5.32%
2011	4,942,070	3,530,237	8,472,307	142,843,651	5.93%
2012	4,430,000	2,169,209	6,599,209	143,444,952	4.60%
2013	3,965,000	1,960,536	5,925,536	142,672,765	4.15%
2014	4,280,000	1,837,099	6,117,099	141,963,383	4.31%

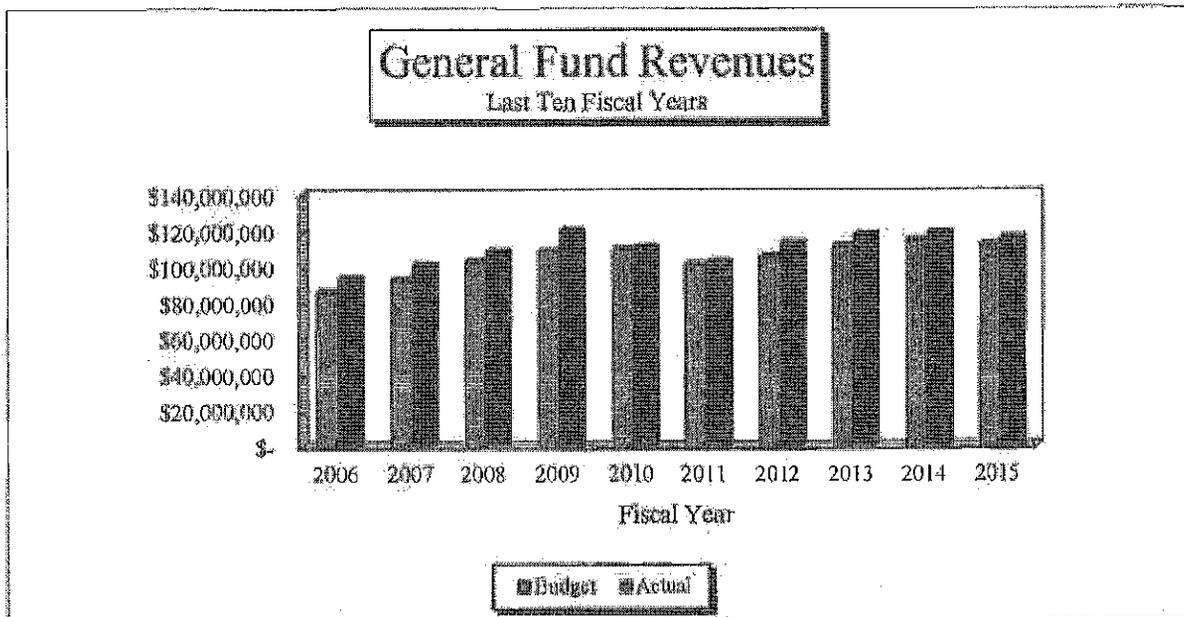
**ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY**  
**LAST TEN TAX YEARS**

Tax Year	Assessed Value					Assessment Ratio	Estimated Actual Value
	Real Property	Less (a) Exemptions	Real Property (Net)	Personal Property	Total (b)		
2005	15,598,910,420	4,601,530,770	10,997,379,650	3,373,285,690	14,370,665,340	100%	18,972,196,110
2006	15,794,009,095	3,180,724,674	12,613,284,421	3,926,963,740	16,540,248,161	100%	19,720,972,835
2007	18,139,037,814	3,824,188,028	14,314,849,786	4,259,356,205	18,574,205,991	100%	22,398,394,019
2008	20,241,889,423	4,416,709,776	15,825,179,647	4,971,316,869	20,796,496,516	100%	25,213,206,292
2009	19,305,377,164	3,053,531,674	16,251,845,490	4,886,199,496	21,138,044,986	100%	24,191,576,660
2010	20,175,815,485	2,904,361,132	17,271,454,353	4,864,011,338	22,135,465,691	100%	25,039,826,823
2011	20,499,976,905	2,819,185,882	17,680,791,023	5,472,265,740	23,153,056,763	100%	25,972,242,645
2012	22,320,153,198	3,198,328,907	19,121,824,291	6,131,164,990	25,252,989,281	100%	28,451,318,188
2013	25,832,370,800	6,667,443,764	19,164,927,036	6,742,185,740	25,907,112,776	100%	32,574,556,540
2014	24,783,401,488	6,385,170,071	18,398,231,417	6,995,371,050	25,393,602,467	100%	31,778,772,538

- (a) Exemptions are evenly divided between regular homesteads, homestead property of person 65 years or older, veteran, abatements, charitable organizations, agriculture, and pollution control.
- (b) Net of exemptions.

**GENERAL FUND REVENUES & TRANSFERS**  
**LAST TEN FISCAL YEARS**

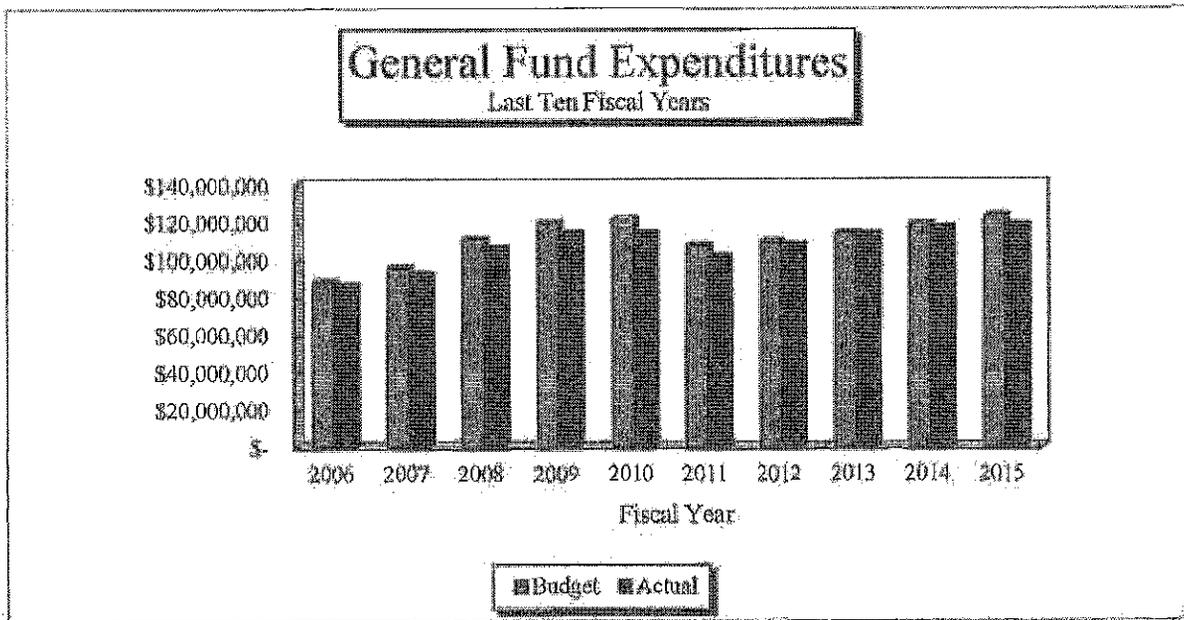
<u>Fiscal Year</u>	<u>Adjusted Budget</u>	<u>Actual</u>
2006	\$ 85,757,016	\$ 93,261,431
2007	92,460,602	100,850,387
2008	103,086,871	108,133,630
2009	108,236,908	120,044,224
2010	109,494,972	110,681,187
2011	101,016,860	102,643,405
2012	105,517,925	112,903,367
2013	111,504,653	117,560,491
2014	114,209,840	118,381,543
2015	112,399,235	115,971,673 *



\* Estimate for current year.

**GENERAL FUND EXPENDITURES & TRANSFERS**  
**LAST TEN FISCAL YEARS**

<u>Fiscal Year</u>	<u>Adjusted Budget</u>	<u>Actual</u>
2006	\$ 87,838,306	\$ 85,849,327
2007	95,229,520	91,476,441
2008	110,247,921	105,605,328
2009	119,037,978	113,606,176
2010	121,214,444	113,561,474
2011	107,016,860	101,375,430
2012	109,000,000	107,067,911
2013	113,800,000	113,163,205
2014	118,522,516	116,658,252
2015	122,481,618	117,758,546 *



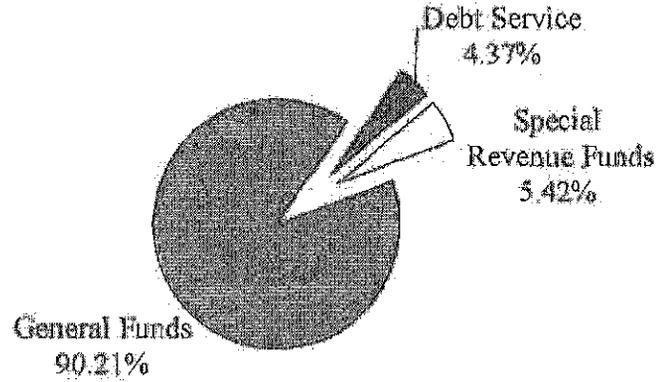
\* Estimate for current year.

**JEFFERSON COUNTY, TEXAS**  
**ALL FUNDS SUMMARY**

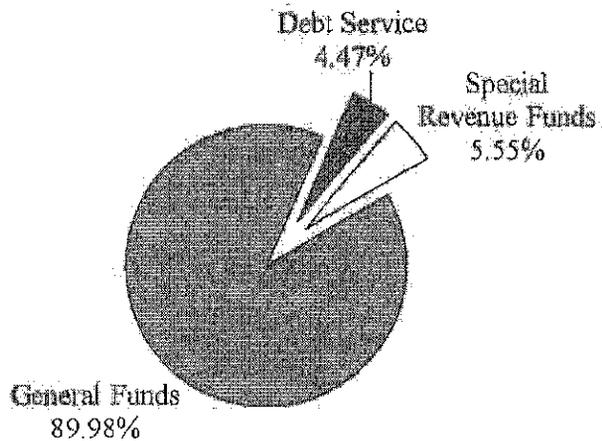
	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<b>REVENUES</b>			
Property Taxes	\$ 84,262,722	\$ 83,018,159	\$ 80,959,960
Sales Taxes	25,829,624	25,341,126	25,025,000
Fees	10,754,931	10,742,251	10,214,546
Licenses	480,386	457,563	414,620
Sales, Rentals & Services	2,385,848	1,913,385	1,676,854
Intergovernmental	4,464,875	4,485,071	4,967,382
Fines & Forfeitures	1,900,630	1,956,778	1,705,000
Interest	230,423	247,185	235,332
Miscellaneous	32,269	36,552	24,000
Contributions	205	200	4,100
Total Revenues	<u>\$ 130,341,913</u>	<u>\$ 128,198,270</u>	<u>\$ 125,226,794</u>
<b>OTHER SOURCES</b>			
Transfers In	534,906	570,000	547,000
Total Other Sources	<u>\$ 534,906</u>	<u>\$ 570,000</u>	<u>\$ 547,000</u>
Total Revenues & Other Sources	<u>\$ 130,876,819</u>	<u>\$ 128,768,270</u>	<u>\$ 125,773,794</u>
<b>EXPENDITURES</b>			
General Government	\$ 22,533,423	\$ 22,643,369	\$ 23,382,387
Judicial & Law Enforcement	66,574,198	69,632,484	74,342,310
Education & Recreation	1,254,494	1,195,379	1,261,711
Health & Welfare	10,141,706	10,356,335	10,822,599
Maintenance - Equipment & Structures	12,026,766	12,137,696	13,566,661
Capital Outlay	2,200,699	3,007,601	2,210,163
Debt Service -			
Principal	4,280,000	4,420,000	4,590,000
Interest and Commission	1,832,244	1,691,644	1,534,121
Transaction Fees	4,855	3,900	12,000
Total Expenditures	<u>\$ 120,848,385</u>	<u>\$ 125,088,408</u>	<u>\$ 131,721,952</u>
<b>OTHER USES</b>			
Transfers Out	\$ 7,823,570	\$ 5,091,639	\$ 5,068,021
Contingency Appropriation	-	-	370,000
Total Other Uses	<u>\$ 7,823,570</u>	<u>\$ 5,091,639</u>	<u>\$ 5,438,021</u>
Total Appropriations	<u>\$ 128,671,955</u>	<u>\$ 130,180,047</u>	<u>\$ 137,159,973</u>
<b>BEGINNING FUND BALANCE</b>	<u>\$ 53,346,021</u>	<u>\$ 54,466,375</u>	<u>\$ 53,054,598</u>
<b>PRIOR PERIOD ADJUSTMENT</b>	<u>(1,084,510)</u>	<u>-</u>	<u>-</u>
<b>BEGINNING FUND BALANCE - RESTATED</b>	<u>52,261,511</u>	<u>54,466,375</u>	<u>53,054,598</u>
<b>ENDING FUND BALANCE</b>	<u>\$ 54,466,375</u>	<u>\$ 53,054,598</u>	<u>\$ 41,668,419</u>
<b>RESERVED FUND BALANCE</b>	<u>1,884,228</u>	<u>1,960,012</u>	<u>1,323,357</u>
<b>ENDING AVAILABLE FUND BALANCE</b>	<u>\$ 52,582,147</u>	<u>\$ 51,094,586</u>	<u>\$ 40,345,062</u>

JEFFERSON COUNTY, TEXAS  
ALL FUNDS SUMMARY

# FY 2016 - Revenues and Other Sources



# FY 2016 - Expenditures and Other Uses





# GENERAL FUND

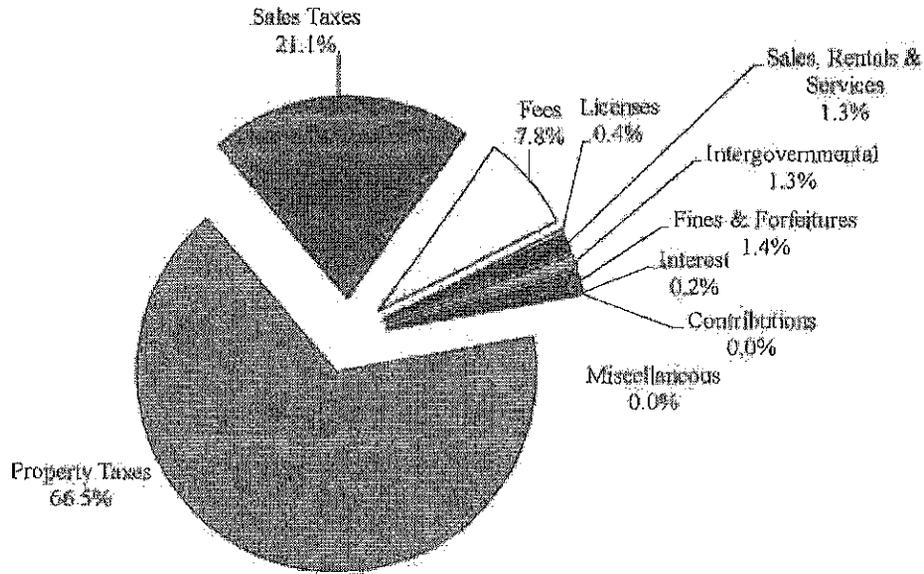
**GENERAL FUND**  
**SUMMARY OF REVENUES AND EXPENDITURES**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<b>REVENUES</b>			
Property Taxes	\$ 78,240,335	\$ 76,838,370	\$ 75,469,344
Sales Taxes	24,679,241	24,131,126	23,925,000
Fees	9,184,628	9,308,942	8,805,100
Licenses	480,386	457,563	414,620
Sales, Rentals & Services	2,176,020	1,753,801	1,576,854
Intergovernmental	1,650,487	1,527,927	1,454,559
Fines & Forfeitures	1,716,203	1,705,726	1,575,000
Interest	200,200	216,466	210,500
Miscellaneous	30,355	31,552	24,000
Contributions	205	200	200
	<u>\$ 118,358,060</u>	<u>\$ 115,971,673</u>	<u>\$ 113,455,177</u>
<b>OTHER SOURCES</b>			
Transfers In	\$ 23,483	\$ -	\$ -
	<u>\$ 23,483</u>	<u>\$ -</u>	<u>\$ -</u>
Total Other Sources	<u>\$ 23,483</u>	<u>\$ -</u>	<u>\$ -</u>
Total Revenues & Other Sources	<u>\$ 118,381,543</u>	<u>\$ 115,971,673</u>	<u>\$ 113,455,177</u>
<b>EXPENDITURES</b>			
General Government	\$ 22,210,190	\$ 22,214,734	\$ 22,891,719
Judicial & Law Enforcement	62,793,030	65,483,548	69,522,685
Education & Recreation	378,134	384,611	407,274
Health & Welfare	10,141,706	10,356,335	10,822,599
Maintenance - Equipment & Structures	11,980,830	12,094,696	13,355,661
Capital Outlay	1,570,226	2,333,416	1,144,945
	<u>\$ 109,074,116</u>	<u>\$ 112,867,340</u>	<u>\$ 118,144,883</u>
<b>OTHER USES</b>			
Transfers Out	\$ 7,584,136	\$ 4,891,206	\$ 4,893,271
Contingency Appropriation	-	-	370,000
	<u>\$ 7,584,136</u>	<u>\$ 4,891,206</u>	<u>\$ 5,263,271</u>
Total Other Uses	<u>\$ 7,584,136</u>	<u>\$ 4,891,206</u>	<u>\$ 5,263,271</u>
Total Appropriations	<u>\$ 116,658,252</u>	<u>\$ 117,758,546</u>	<u>\$ 123,408,154</u>
<b>BEGINNING FUND BALANCE</b>	<u>\$ 46,625,619</u>	<u>\$ 47,264,400</u>	<u>\$ 45,477,527</u>
<b>PRIOR PERIOD ADJUSTMENT</b>	<u>(1,084,510)</u>	<u>-</u>	<u>-</u>
<b>BEGINNING FUND BALANCE - RESTATED</b>	<u>45,541,109</u>	<u>47,264,400</u>	<u>45,477,527</u>
<b>ENDING FUND BALANCE</b>	<u>\$ 47,264,400</u>	<u>\$ 45,477,527</u>	<u>\$ 35,524,550</u>
<b>RESERVED FUND BALANCE</b>	<u>897,102</u>	<u>897,102</u>	<u>897,102</u>
<b>ENDING AVAILABLE FUND BALANCE</b>	<u>\$ 46,367,298</u>	<u>\$ 44,580,425</u>	<u>\$ 34,627,448</u>

**GENERAL FUND  
SUMMARY OF REVENUES**

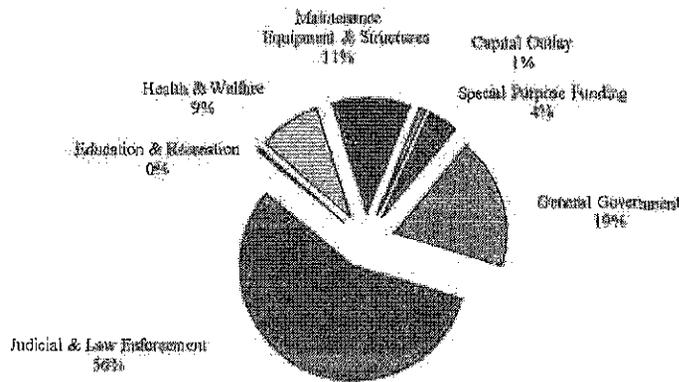
<b>REVENUES</b>	<b>ACTUAL 2013-2014</b>	<b>ESTIMATED 2014-2015</b>	<b>APPROVED 2015-2016</b>
Property Taxes	\$ 78,240,335	\$ 76,838,370	\$ 75,469,344
Sales Taxes	24,679,241	24,131,126	23,925,000
Fees	9,184,628	9,308,942	8,805,100
Licenses	480,386	457,563	414,620
Sales, Rentals & Services	2,176,020	1,753,801	1,576,854
Intergovernmental	1,650,487	1,527,927	1,454,559
Fines & Forfeitures	1,716,203	1,705,726	1,575,000
Interest	200,200	216,466	210,500
Miscellaneous	30,355	31,552	24,000
Contributions	305	200	200
<b>Total</b>	<b>\$ 118,358,060</b>	<b>\$ 115,971,673</b>	<b>\$ 113,455,177</b>

**Approved 2015-2016**

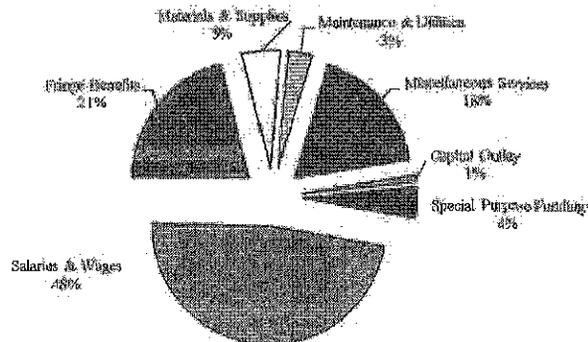


**GENERAL FUND  
SUMMARY OF EXPENDITURES**

<u>Department</u>	<u>APPROVED 2015-2016 BUDGET</u>	<u>% OF TOTAL</u>
General Government	\$ 22,891,719	18.55%
Judicial & Law Enforcement	69,522,685	56.34%
Education & Recreation	407,274	0.33%
Health & Welfare	10,822,599	8.77%
Maintenance - Equipment Structures	13,355,661	10.82%
Capital Outlay	1,144,945	0.93%
Special Purpose Funding	5,263,271	4.26%
<b>Total</b>	<b>\$ 123,408,154</b>	<b>100.00%</b>



<u>Category</u>	<u>APPROVED 2015-2016 BUDGET</u>	<u>% OF TOTAL</u>
Salaries & Wages	\$ 58,728,780	47.59%
Fringe Benefits	25,649,503	20.78%
Materials & Supplies	6,468,737	5.24%
Maintenance & Utilities	3,994,800	3.24%
Miscellaneous Services	22,158,118	17.96%
Capital Outlay	1,144,945	0.93%
Special Purpose Funding	5,263,271	4.26%
<b>Total</b>	<b>\$ 123,408,154</b>	<b>100.00%</b>



**GENERAL FUND**  
**SUMMARY OF EXPENDITURES BY DIVISION**

<u>Department / Division</u>	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<b>General Government</b>			
Tax Assessor-Collector	\$ 3,349,768	\$ 3,526,988	\$ 3,857,301
Human Resources	372,392	384,976	440,054
County Auditor	1,322,308	1,367,101	1,447,550
County Clerk	2,091,021	2,089,888	2,230,584
County Judge	799,731	836,169	893,263
Risk Management	231,734	228,633	251,272
County Treasurer	353,398	361,284	381,825
Printing	148,203	150,338	163,521
Purchasing Agent	513,696	505,230	560,791
General Services	9,952,324	9,805,386	9,540,076
Management Information Systems	1,695,593	1,722,610	1,884,289
Voters Registration Department	240,254	207,666	144,203
Elections Department	871,054	752,197	807,578
Veterans Services	268,714	276,268	289,412
<b>Total General Government</b>	<b>\$ 22,210,190</b>	<b>\$ 22,214,734</b>	<b>\$ 22,891,719</b>
<b>Judicial &amp; Law Enforcement</b>			
District Attorney	\$ 5,443,449	\$ 5,969,865	\$ 6,520,322
District Clerk	1,557,466	1,719,920	1,878,002
District Courts	5,065,364	4,940,415	5,058,379
Jury	757,237	835,307	1,016,433
Justice of the Peace	2,242,060	2,297,495	2,533,189
County Courts at Law	1,667,183	1,706,325	1,784,852
Court Master	477,609	465,005	483,393
Dispute Resolution Center	199,081	208,855	259,728
Juvenile Alternative School	349,590	367,123	393,885
Community Supervision	14,594	10,112	19,003
Sheriff	11,707,972	12,286,805	13,077,782
Crime Laboratory	1,130,286	1,203,114	1,347,178
Jail	25,674,817	26,734,518	27,632,084
Juvenile Probation	1,178,120	1,284,144	1,579,201
Juvenile Detention Home	1,768,382	1,809,889	2,100,514
Constables	2,796,274	2,858,671	3,053,740
County Morgue	763,546	785,985	785,000
<b>Total Judicial &amp; Law Enforcement</b>	<b>\$ 62,793,030</b>	<b>\$ 65,483,548</b>	<b>\$ 69,522,685</b>
<b>Education &amp; Recreation</b>			
Agricultural Extension Service	\$ 378,134	\$ 384,611	\$ 407,274
<b>Total Education &amp; Recreation</b>	<b>\$ 378,134</b>	<b>\$ 384,611</b>	<b>\$ 407,274</b>

**GENERAL FUND  
SUMMARY OF EXPENDITURES BY DIVISION**

<u>Department / Division</u>	<u>ACTUAL 2013-2014</u>	<u>ESTIMATED 2014-2015</u>	<u>APPROVED 2015-2016</u>
<b>Health &amp; Welfare</b>			
Health & Welfare Unit 1	\$ 1,082,312	\$ 1,107,998	\$ 1,271,722
Health & Welfare Unit 2	1,060,912	1,075,868	1,242,989
Nurse Practitioner	304,822	288,849	304,295
Child Welfare	143,080	143,307	149,900
Environmental Control	344,560	360,488	385,203
Indigent Medical Service	4,900,124	5,025,525	4,905,362
Mosquito Control	2,050,791	2,088,026	2,235,918
Emergency Management	205,105	216,274	227,210
Tobacco Settlement	50,000	50,000	100,000
Total Health & Welfare	<u>\$ 10,141,706</u>	<u>\$ 10,356,335</u>	<u>\$ 10,822,599</u>
<b>Maintenance - Equipment &amp; Structures</b>			
Courthouse & Annexes	\$ 2,515,431	\$ 2,559,091	\$ 2,785,083
Port Arthur Buildings	594,870	680,400	759,584
Mid-County Buildings	183,036	190,370	219,114
Road & Bridge Pct. #1	1,404,474	1,457,061	1,626,879
Road & Bridge Pct. #2	1,545,707	1,488,490	1,719,968
Road & Bridge Pct. #3	1,520,990	1,626,999	1,782,434
Road & Bridge Pct. #4	1,928,801	1,834,993	2,028,133
Engineering	903,802	926,697	1,002,510
Parks & Recreation	147,957	112,484	171,374
Service Center	1,235,762	1,218,111	1,260,582
Total Maintenance - Equipment & Structures	<u>\$ 11,980,830</u>	<u>\$ 12,094,696</u>	<u>\$ 13,355,661</u>
Capital Outlay	<u>\$ 1,570,226</u>	<u>\$ 2,333,416</u>	<u>\$ 1,144,945</u>
<b>Special Purpose Funding</b>			
Contingency Appropriation	\$ -	\$ -	\$ 370,000
Transfers Out	7,584,136	4,891,206	4,893,271
Total Special Purpose Funding	<u>\$ 7,584,136</u>	<u>\$ 4,891,206</u>	<u>\$ 5,263,271</u>
<b>Total General Fund Expenditures</b>	<u>\$ 116,658,252</u>	<u>\$ 117,758,546</u>	<u>\$ 123,408,154</u>

## **GENERAL GOVERNMENT**

General Government includes the Tax Assessor-Collector, Human Resources, County Auditor, County Clerk, County Judge, Risk Management, County Treasurer, Printing, Purchasing Agent, General Services, Management Information Systems, and Veterans Services.

**Tax Assessor Collector** – main duties are to assess and collect property taxes; to issue certificates of title and license plates for motor vehicles and trailers. Elected for a four-year term by the voters of the County.

**Human Resources** – main duties are to provide staff support services for personnel administration. The personnel administration function includes obtaining qualified applicants to fill various job vacancies, maintaining equitable and competitive compensation practices, providing consultation to all departments on personnel related issues, reviewing and/or resolving employee concerns, grievance and appeals, ensuring compliance with federal and state laws, and developing/interpreting policy.

**County Auditor** – main duties are to act as the chief financial officer of the County; responsible for substantially all County finance and accounting control functions. Such functions include auditing, accounting systems design, financial planning, financial relations, and payroll.

**County Clerk** – main duties are to serve as clerk for both Commissioners' Court and County Courts; responsible for filing, indexing, and recording all legal instruments affecting real property titles; recording security instruments, births and deaths, and issuing marriage licenses. Elected for a four-year term by the voters of the County.

**County Judge** – main duties are: presiding officer of the Commissioners' Court; judge of the Probate Court; handles hearings on admittance to state hospital for the mentally ill and mentally challenged; and is head of civil defense and disaster relief. Elected for a four-year term by the voters of the County.

**Risk Management** – provides staff support services for benefits and risk administration. The benefits function includes administering the health and dental plan for the County, workers' compensation program, safety program, and retirement program.

**County Treasurer** – duties include receiving all money collected by the County, investing County revenue, paying and applying County funds as directed by the Commissioners' Court, and signing all County checks. Elected for a four-year term by the voters of the County.

**Printing** – provides support in the printing of all stationery, court dockets, Comprehensive Annual Financial Report, and the Annual Budget of the County.

**Purchasing Agent** – responsible for the procurement of goods, materials, and services for all departments and offices of the County. The department recommends award of bids to Commissioners' Court and administers bids and various contracts. The Purchasing Agent is also in charge of reviewing all requisitions, making proper buying decisions and processing purchase orders for same.

**General Services** – provides accounting control for expenditures of the County that are not allocated to specific departments.

**Management Information Systems (M.I.S.)** – provides all County departments with computer based systems support. This includes analysis of manual and automated procedures and the feasibility of implementing data and word processing systems. M.I.S. is also the interface between departments and users in the operation of systems. The department is responsible for the ongoing evolution of County-wide data systems.

**Voters Registration Department** – provides accounting for expenditures associated with the Tax Assessor Collector's responsibility to issue voter registration applications and certificates; and to compile election poll lists.

**Elections Department** -- provides accounting for expenditures associated with the County Clerk's duties to provide general supervisory authority over all elections held within the County.

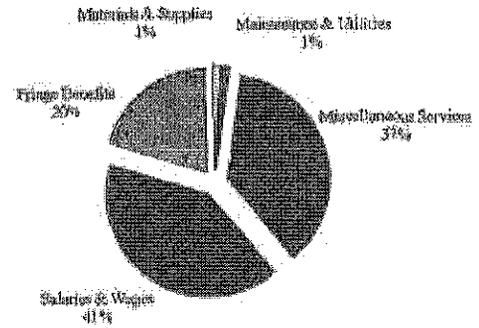
**Veterans Services Office** – develops and submits claims for benefits to the Department of Veterans Affairs for disability compensation, pension, death pension, medical benefits, burial benefits, insurance, education, home loans, records requests, and various benefits through other government agencies.

**GENERAL GOVERNMENT  
DEPARTMENT SUMMARY**

	<u>ACTUAL 2013-2014</u>	<u>ESTIMATED 2014-2015</u>	<u>APPROVED 2015-2016</u>
<b>DEPARTMENTS</b>			
Tax Assessor-Collector	\$ 3,349,768	\$ 3,526,988	\$ 3,857,301
Human Resources	372,392	384,976	440,054
County Auditor	1,322,308	1,367,101	1,447,550
County Clerk	2,091,021	2,089,888	2,230,584
County Judge	799,731	836,169	893,263
Risk Management	231,734	228,633	251,272
County Treasurer	353,398	361,284	381,825
Printing	148,203	150,338	163,521
Purchasing Agent	513,696	505,230	560,791
General Services	9,952,324	9,805,386	9,540,076
Management Information Systems	1,695,593	1,722,610	1,884,289
Voters Registration Department	240,254	207,668	144,203
Elections Department	871,054	752,197	807,578
Veterans Services	268,714	276,268	289,412
<b>Total</b>	<b>\$ 22,210,190</b>	<b>\$ 22,214,734</b>	<b>\$ 22,891,719</b>

**APPROPRIATIONS CATEGORY**

	<u>APPROVED 2015-2016</u>
Salaries & Wages	\$ 9,315,143
Fringe Benefits	4,623,045
Materials & Supplies	275,235
Maintenance & Utilities	277,231
Miscellaneous Services	8,401,065
<b>Total</b>	<b>\$ 22,891,719</b>



**PERSONNEL SUMMARY**

	Clerical,		Law	Labor, Trades	Nursing &	Human &	Other	TOTAL
	Elected Official	Administrative & Fiscal						
Tax Assessor-Collector	1	54	-	-	-	-	-	55
Human Resources	-	4	-	-	-	-	-	4
County Auditor	-	15	-	-	-	-	-	15
County Clerk	1	30	-	-	-	-	-	31
County Judge	1	6	-	-	-	-	1	8
Risk Management	-	3	-	-	-	-	-	3
County Treasurer	1	3	-	-	-	-	-	4
Printing	-	-	-	1	-	-	-	1
Purchasing Agent	-	6	-	-	-	-	-	6
General Services	4	-	-	-	-	-	-	4
Management Information Systems	-	19	-	-	-	-	-	19
Voters Registration Department	-	1	-	-	-	-	-	1
Elections Department	-	4	-	1	-	-	-	5
Veterans Services	-	2	-	-	-	2	-	4
<b>Total</b>	<b>8</b>	<b>147</b>	<b>-</b>	<b>2</b>	<b>-</b>	<b>2</b>	<b>1</b>	<b>160</b>

**GENERAL GOVERNMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Tax Assessor-Collector</u>			
Salaries & Wages	\$ 2,178,621	\$ 2,266,188	\$ 2,449,485
Fringe Benefits	966,397	1,041,064	1,169,730
Materials & Supplies	39,268	43,873	45,500
Maintenance & Utilities	102,559	105,278	106,526
Miscellaneous Services	62,923	70,585	86,060
Total	<u>\$ 3,349,768</u>	<u>\$ 3,526,988</u>	<u>\$ 3,857,301</u>
<u>Human Resources</u>			
Salaries & Wages	\$ 245,927	\$ 258,086	\$ 282,653
Fringe Benefits	99,494	98,924	120,924
Materials & Supplies	2,257	2,758	3,724
Maintenance & Utilities	568	594	1,250
Miscellaneous Services	24,146	24,614	31,503
Total	<u>\$ 372,392</u>	<u>\$ 384,976</u>	<u>\$ 440,054</u>
<u>County Auditor</u>			
Salaries & Wages	\$ 906,304	\$ 935,261	\$ 973,017
Fringe Benefits	349,874	361,090	398,133
Materials & Supplies	6,512	7,407	10,600
Maintenance & Utilities	2,180	2,501	2,700
Miscellaneous Services	57,438	60,842	63,100
Total	<u>\$ 1,322,308</u>	<u>\$ 1,367,101</u>	<u>\$ 1,447,550</u>
<u>County Clerk</u>			
Salaries & Wages	\$ 1,380,393	\$ 1,362,484	\$ 1,436,182
Fringe Benefits	601,443	615,954	675,671
Materials & Supplies	36,487	34,864	35,950
Maintenance & Utilities	20,142	18,542	23,000
Miscellaneous Services	52,556	58,044	59,781
Total	<u>\$ 2,091,021</u>	<u>\$ 2,089,888</u>	<u>\$ 2,230,584</u>
<u>County Judge</u>			
Salaries & Wages	\$ 520,480	\$ 533,611	\$ 551,192
Fringe Benefits	225,493	234,564	249,950
Materials & Supplies	3,506	4,667	4,671
Maintenance & Utilities	594	830	1,150
Miscellaneous Services	49,658	62,497	86,300
Total	<u>\$ 799,731</u>	<u>\$ 836,169</u>	<u>\$ 893,263</u>
<u>Risk Management</u>			
Salaries & Wages	\$ 165,545	\$ 165,920	\$ 173,700
Fringe Benefits	60,196	56,532	71,111
Materials & Supplies	691	774	1,000
Maintenance & Utilities	996	967	800
Miscellaneous Services	4,306	4,440	4,661
Total	<u>\$ 231,734</u>	<u>\$ 228,633</u>	<u>\$ 251,272</u>

**GENERAL GOVERNMENT  
DIVISION SUMMARY**

	ACTUAL 2013-2014	ESTIMATED 2014-2015	APPROVED 2015-2016
<u>County Treasurer</u>			
Salaries & Wages	\$ 225,209	\$ 229,020	\$ 237,501
Fringe Benefits	101,472	104,436	110,277
Materials & Supplies	3,313	2,854	3,650
Maintenance & Utilities	10,776	10,766	15,460
Miscellaneous Services	12,628	14,208	14,937
Total	<u>\$ 353,398</u>	<u>\$ 361,284</u>	<u>\$ 381,825</u>
<u>Printing</u>			
Salaries & Wages	\$ 54,880	\$ 56,120	\$ 59,238
Fringe Benefits	25,911	27,140	29,283
Materials & Supplies	38,873	39,864	35,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	28,539	27,214	40,000
Total	<u>\$ 148,203</u>	<u>\$ 150,338</u>	<u>\$ 163,521</u>
<u>Purchasing Agent</u>			
Salaries & Wages	\$ 324,970	\$ 318,970	\$ 348,486
Fringe Benefits	145,035	144,635	160,086
Materials & Supplies	2,707	2,513	3,150
Maintenance & Utilities	847	753	1,000
Miscellaneous Services	40,137	38,359	48,069
Total	<u>\$ 513,696</u>	<u>\$ 505,230</u>	<u>\$ 560,791</u>
<u>General Services</u>			
Salaries & Wages	\$ 1,063,769	\$ 1,156,877	\$ 1,018,154
Fringe Benefits	1,649,582	898,747	889,427
Materials & Supplies	58,184	60,000	60,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	7,180,789	7,689,762	7,572,495
Total	<u>\$ 9,952,324</u>	<u>\$ 9,805,386</u>	<u>\$ 9,540,076</u>
<u>Management Information Systems</u>			
Salaries & Wages	\$ 1,132,264	\$ 1,149,368	\$ 1,246,193
Fringe Benefits	451,501	463,432	517,373
Materials & Supplies	30,104	29,457	30,480
Maintenance & Utilities	65,500	65,000	64,395
Miscellaneous Services	16,224	15,353	25,848
Total	<u>\$ 1,695,593</u>	<u>\$ 1,722,610</u>	<u>\$ 1,884,289</u>
<u>Voters Registration Department</u>			
Salaries & Wages	\$ 128,806	\$ 130,956	\$ 59,651
Fringe Benefits	60,895	64,248	22,252
Materials & Supplies	4,965	4,192	8,500
Maintenance & Utilities	44,285	7,021	50,000
Miscellaneous Services	1,303	1,249	3,800
Total	<u>\$ 240,254</u>	<u>\$ 207,666</u>	<u>\$ 144,203</u>

**GENERAL GOVERNMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Elections Department</u>			
Salaries & Wages	\$ 245,699	\$ 275,635	\$ 297,527
Fringe Benefits	104,040	109,796	115,522
Materials & Supplies	63,135	15,000	32,000
Maintenance & Utilities	11,263	5,000	10,000
Miscellaneous Services	446,917	346,766	352,529
Total	<u>\$ 871,054</u>	<u>\$ 752,197</u>	<u>\$ 807,578</u>
<u>Veterans Services</u>			
Salaries & Wages	\$ 170,481	\$ 174,360	\$ 182,164
Fringe Benefits	85,406	88,740	93,306
Materials & Supplies	881	1,052	1,010
Maintenance & Utilities	796	810	950
Miscellaneous Services	11,150	11,306	11,982
Total	<u>\$ 268,714</u>	<u>\$ 276,268</u>	<u>\$ 289,412</u>

## JUDICIAL & LAW ENFORCEMENT

Judicial & Law Enforcement includes Pre-Trial Release, District Attorney, District Clerk, District Courts, Jury, Justices of the Peace, County Courts at Law, Court Master, Dispute Resolution Center, Juvenile Alternative School, Community Supervision, Sheriff, Crime Laboratory, Jail, Juvenile Correctional Probation, Juvenile Detention Home, Constables, and County Morgue.

**District Attorney** – responsible for the prosecution of felony and misdemeanor criminal cases in the County; serves as legal advisor to Commissioners' Court and other County officials. Elected for a four-year term by the voters of the County.

**District Clerk** – duties revolve around the District Courts; specifically serves as legal record keeper for all documents filed in District Courts. Elected for a four-year term by the voters of the County.

**District Courts** – serve as trial courts of general jurisdiction of Texas. The geographical area served by each court is established by the Legislature, but each County must be served by at least one District Court. District Courts have original jurisdiction in all felony criminal cases, divorce cases, cases involving title to land, election contest cases, civil matters in which the amount in controversy (the amount of money or damages involved) is \$200 or more, and any matters in which jurisdiction is not placed in another trial court. There are eight District Courts in Jefferson County: Criminal, 58<sup>th</sup>, 60<sup>th</sup>, 136<sup>th</sup>, 172<sup>nd</sup>, 252<sup>nd</sup>, 279<sup>th</sup>, and the 317<sup>th</sup>. Elected for a four-year term by the voters of the County.

**Jury** – department responsible for expenditures related to selection of the petit and grand juries seated in Jefferson County.

**Justice of the Peace** – presiding officer over the Justice and Small Claims Court; courts have original jurisdiction in Class C misdemeanor criminal cases, which are less serious minor offenses; courts have jurisdiction over minor civil matters; may issue search or arrest warrants; serve as the coroner in Jefferson County. There are seven Justice of the Peace Courts in Jefferson County. Justices of the Peace are elected for a four-year term by the voters of the County.

**County Courts at Law** – legal jurisdiction varies considerably and is established by statute, which creates the particular court. The jurisdiction of statutorily created County Courts at Law is concurrent with the jurisdiction of the County and District Courts in the County. There are three County Courts at Law in Jefferson County. Judges are elected for a four-year term by the voters of the County.

**Court Master** – is allocated all expenditures associated with the Drug Impact Court of Jefferson County.

**Dispute Resolution Center** – responsible for working with individuals, families, community groups, government agencies, and businesses to assist them in resolving conflict. Through the use of constructive means like mediation and facilitation, the Center has helped in thousands of matters to prevent the need for costly litigation, or escalation to the point of violence.

**Sheriff's Office** – diversified in its responsibilities by statute. The Sheriff provides security for the Courthouse. The Sheriff is responsible for prisoner transportation. Civil Warrants, Writs of Execution, Levies on and Posting of Property, and the sale of Real Property after foreclosure proceedings are functions which most people associate with the Office of the Sheriff. The Sheriff also oversees the following: The **Juvenile Alternative School** is allocated all expenditures associated with the security of the alternative school. The **Crime Lab** is allocated all expenditures associated with the examination of crime scene evidence in Jefferson County. The **Jail** is allocated all expenditures associated with the operation of the Jefferson County Correctional Facility. Elected for a four-year term by the voters of the County.

**Community Supervision** – represents maintenance and equipment expenditures mandated by the state to be provided to the Adult Probation Department.

**Juvenile Probation and Juvenile Detention Home** – represents all operating expenditures for the Jefferson County Juvenile Probation Department and Detention Facility.

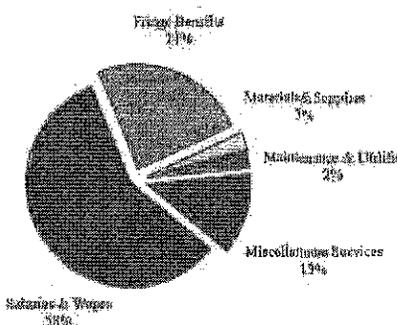
**Constables** – are constitutionally authorized peace officers elected by precinct. While they may perform patrol functions and make criminal investigations, the main duty of most Constables is to serve as executive officer of the Justice of the Peace Courts. Constables serve subpoenas and other papers. Elected for a four-year term by the voters of the County.

**County Morgue** – responsible for costs of laboratory and pathological services (autopsies) in Jefferson County.

**JUDICIAL & LAW ENFORCEMENT  
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> 2013-2014	<u>ESTIMATED</u> 2014-2015	<u>APPROVED</u> 2015-2016
<b>DEPARTMENTS</b>			
District Attorney	\$ 5,443,449	\$ 5,969,865	\$ 6,520,322
District Clerk	1,537,466	1,719,920	1,878,002
District Courts	5,065,364	4,940,415	5,058,379
Jury	757,237	833,307	1,016,433
Justice of the Peace	2,342,060	2,297,495	2,533,189
County Courts at Law	1,667,183	1,706,325	1,784,852
Court Master	477,609	463,003	483,393
Dispute Resolution Center	199,081	208,853	359,738
Juvenile Alternative School	349,390	367,133	393,835
Community Supervision	14,594	10,112	19,003
Sheriff	11,707,972	12,286,805	13,077,782
Crime Laboratory	1,130,286	1,203,114	1,347,178
Jail	25,674,817	26,734,518	27,632,084
Juvenile Probation	1,178,128	1,284,144	1,599,201
Juvenile Detention Home	1,768,383	1,809,889	2,100,514
Constables	2,796,274	2,858,671	3,053,740
County Morgue	763,346	785,985	785,000
<b>Total</b>	<b>\$ 62,793,030</b>	<b>\$ 63,483,548</b>	<b>\$ 69,522,685</b>

	<u>APPROVED</u> 2015-2016
Salaries & Wages	\$ 40,184,989
Fringe Benefits	16,973,373
Materials & Supplies	1,969,232
Maintenance & Utilities	1,663,825
Miscellaneous Services	8,731,366
<b>Total</b>	<b>\$ 69,522,685</b>



**PERSONNEL SUMMARY**

	Elected Officials	Clerical & Administralive	Law Enforcement	Labor, Training & Maintenance	Nursing & Public Health	Human & Social Services	Other Unclassified or Contract	TOTAL
District Attorney	1	24	-	-	-	-	35	60
District Clerk	1	25	-	-	-	-	-	27
District Courts	8	18	-	-	-	-	11	37
Jury	-	1	-	-	-	-	1	2
Justice of the Peace	7	21	-	-	-	-	-	28
County Courts at Law	3	9	-	-	-	-	3	15
Court Master	-	3	-	-	-	-	1	4
Dispute Resolution Center	-	-	-	-	-	3	-	3
Juvenile Alternative School	1	-	-	-	-	-	4	4
Sheriff	1	19	14	-	-	-	97	131
Crime Laboratory	-	-	11	-	-	-	-	11
Jail	-	14	2	8	1	-	238	263
Juvenile Probation	-	3	-	-	-	15	-	18
Juvenile Detention Home	-	-	19	-	-	1	-	20
Constables	6	8	-	-	-	-	14	28
County Morgue	-	-	-	-	-	-	-	-
<b>Total</b>	<b>27</b>	<b>146</b>	<b>46</b>	<b>8</b>	<b>1</b>	<b>19</b>	<b>408</b>	<b>651</b>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>District Attorney</u>			
Salaries & Wages	\$ 3,818,288	\$ 4,186,818	\$ 4,500,058
Fringe Benefits	1,448,433	1,564,545	1,793,169
Materials & Supplies	43,378	72,303	60,673
Maintenance & Utilities	15,813	15,832	21,000
Miscellaneous Services	117,537	130,367	145,422
Total	<u>\$ 5,443,449</u>	<u>\$ 5,969,865</u>	<u>\$ 6,520,322</u>
<u>District Clerk</u>			
Salaries & Wages	\$ 1,050,317	\$ 1,143,088	\$ 1,236,020
Fringe Benefits	471,544	525,200	577,052
Materials & Supplies	21,263	19,662	27,186
Maintenance & Utilities	11,257	19,790	19,900
Miscellaneous Services	3,085	12,180	17,844
Total	<u>\$ 1,557,466</u>	<u>\$ 1,719,920</u>	<u>\$ 1,878,002</u>
<u>Criminal District Court</u>			
Salaries & Wages	\$ 399,350	\$ 465,000	\$ 484,691
Fringe Benefits	140,149	171,276	208,304
Materials & Supplies	5,630	4,226	8,055
Maintenance & Utilities	293	568	1,200
Miscellaneous Services	774,483	793,372	820,777
Total	<u>\$ 1,319,905</u>	<u>\$ 1,434,442</u>	<u>\$ 1,523,027</u>
<u>58th District Court</u>			
Salaries & Wages	\$ 191,769	\$ 191,592	\$ 198,941
Fringe Benefits	87,349	82,272	98,894
Materials & Supplies	1,274	2,808	7,458
Maintenance & Utilities	71	87	150
Miscellaneous Services	4,924	3,892	7,500
Total	<u>\$ 285,387</u>	<u>\$ 280,651</u>	<u>\$ 312,943</u>
<u>60th District Court</u>			
Salaries & Wages	\$ 189,636	\$ 192,312	\$ 195,868
Fringe Benefits	80,055	83,028	86,364
Materials & Supplies	553	453	1,750
Maintenance & Utilities	152	147	500
Miscellaneous Services	7,551	7,575	7,657
Total	<u>\$ 277,947</u>	<u>\$ 283,515</u>	<u>\$ 292,139</u>
<u>136th District Court</u>			
Salaries & Wages	\$ 183,958	\$ 190,932	\$ 194,518
Fringe Benefits	86,754	91,620	96,307
Materials & Supplies	45	45	1,074
Maintenance & Utilities	109	252	430
Miscellaneous Services	5,792	5,504	7,816
Total	<u>\$ 276,658</u>	<u>\$ 288,353</u>	<u>\$ 300,145</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	ACTUAL 2013-2014	ESTIMATED 2014-2015	APPROVED 2015-2016
<u>172nd District Court</u>			
Salaries & Wages	\$ 191,501	\$ 193,848	\$ 199,615
Fringe Benefits	71,061	70,224	85,842
Materials & Supplies	429	109	1,180
Maintenance & Utilities	150	121	300
Miscellaneous Services	7,761	7,875	10,431
Total	<u>\$ 270,902</u>	<u>\$ 272,177</u>	<u>\$ 297,368</u>
<u>252nd District Court</u>			
Salaries & Wages	\$ 259,026	\$ 199,416	\$ 209,406
Fringe Benefits	104,792	82,312	91,749
Materials & Supplies	2,501	5,329	6,057
Maintenance & Utilities	11,624	12,201	8,628
Miscellaneous Services	1,191,587	965,002	842,100
Total	<u>\$ 1,569,530</u>	<u>\$ 1,264,260</u>	<u>\$ 1,157,940</u>
<u>279th District Court</u>			
Salaries & Wages	\$ 155,181	\$ 154,836	\$ 159,396
Fringe Benefits	57,953	59,280	68,934
Materials & Supplies	930	614	1,250
Maintenance & Utilities	31	19	250
Miscellaneous Services	148,410	170,970	170,362
Total	<u>\$ 362,505</u>	<u>\$ 385,719</u>	<u>\$ 400,192</u>
<u>317th District Court</u>			
Salaries & Wages	\$ 345,069	\$ 347,090	\$ 361,697
Fringe Benefits	121,453	122,412	153,003
Materials & Supplies	1,319	706	2,000
Maintenance & Utilities	159	158	650
Miscellaneous Services	234,530	260,932	257,275
Total	<u>\$ 702,530</u>	<u>\$ 731,298</u>	<u>\$ 774,625</u>
<u>Jury</u>			
Salaries & Wages	\$ 128,129	\$ 130,224	\$ 133,224
Fringe Benefits	50,824	52,788	55,209
Materials & Supplies	6,089	6,051	9,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	572,195	646,244	818,500
Total	<u>\$ 757,237</u>	<u>\$ 835,307</u>	<u>\$ 1,016,433</u>
<u>J.P. Precinct No. 1 - Place No. 1</u>			
Salaries & Wages	\$ 229,138	\$ 238,344	\$ 243,317
Fringe Benefits	98,960	103,708	106,416
Materials & Supplies	1,654	1,117	2,225
Maintenance & Utilities	1,564	1,554	2,500
Miscellaneous Services	6,713	6,310	7,191
Total	<u>\$ 338,029</u>	<u>\$ 351,033</u>	<u>\$ 361,649</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	ACTUAL 2013-2014	ESTIMATED 2014-2015	APPROVED 2015-2016
<u>J.P. Precinct No. 1 - Place No. 2</u>			
Salaries & Wages	\$ 223,231	\$ 221,232	\$ 241,045
Fringe Benefits	96,109	97,399	111,103
Materials & Supplies	2,404	2,477	2,600
Maintenance & Utilities	1,904	2,253	2,400
Miscellaneous Services	5,732	5,937	5,848
Total	<u>\$ 329,380</u>	<u>\$ 329,298</u>	<u>\$ 362,996</u>
<u>J.P. Precinct No. 2</u>			
Salaries & Wages	\$ 189,542	\$ 196,297	\$ 222,524
Fringe Benefits	83,472	85,192	106,481
Materials & Supplies	2,350	1,995	2,800
Maintenance & Utilities	970	1,855	1,500
Miscellaneous Services	3,669	3,716	4,837
Total	<u>\$ 280,003</u>	<u>\$ 289,055</u>	<u>\$ 338,142</u>
<u>J.P. Precinct No. 4</u>			
Salaries & Wages	\$ 220,214	\$ 225,424	\$ 242,709
Fringe Benefits	95,569	99,257	105,858
Materials & Supplies	2,046	3,283	2,500
Maintenance & Utilities	2,188	3,020	3,000
Miscellaneous Services	7,030	6,745	7,185
Total	<u>\$ 327,047</u>	<u>\$ 337,729</u>	<u>\$ 361,252</u>
<u>J.P. Precinct No. 6</u>			
Salaries & Wages	\$ 239,882	\$ 236,112	\$ 243,303
Fringe Benefits	100,037	99,540	116,165
Materials & Supplies	1,819	2,952	4,000
Maintenance & Utilities	2,012	1,889	3,100
Miscellaneous Services	4,675	5,171	6,494
Total	<u>\$ 348,425</u>	<u>\$ 345,664</u>	<u>\$ 373,062</u>
<u>J.P. Precinct No. 7</u>			
Salaries & Wages	\$ 203,310	\$ 211,800	\$ 242,088
Fringe Benefits	86,026	93,768	104,485
Materials & Supplies	4,450	3,559	4,834
Maintenance & Utilities	8,069	7,995	6,900
Miscellaneous Services	3,291	4,136	5,390
Total	<u>\$ 305,146</u>	<u>\$ 321,258</u>	<u>\$ 363,697</u>
<u>J.P. Precinct No. 8</u>			
Salaries & Wages	\$ 213,714	\$ 223,305	\$ 242,859
Fringe Benefits	84,349	84,300	111,548
Materials & Supplies	4,657	3,620	6,364
Maintenance & Utilities	3,728	3,588	3,500
Miscellaneous Services	7,582	8,645	8,120
Total	<u>\$ 314,030</u>	<u>\$ 323,458</u>	<u>\$ 372,391</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	ACTUAL 2013-2014	ESTIMATED 2014-2015	APPROVED 2015-2016
<u>County Court at Law #1</u>			
Salaries & Wages	\$ 319,289	\$ 322,596	\$ 331,565
Fringe Benefits	118,964	123,096	129,997
Materials & Supplies	1,660	1,193	2,600
Maintenance & Utilities	89	144	500
Miscellaneous Services	9,214	13,396	11,600
Total	<u>\$ 449,216</u>	<u>\$ 460,425</u>	<u>\$ 476,262</u>
<u>County Court at Law #2</u>			
Salaries & Wages	\$ 413,769	\$ 384,916	\$ 370,233
Fringe Benefits	147,155	148,498	136,965
Materials & Supplies	3,982	3,207	4,400
Maintenance & Utilities	1,134	1,185	1,750
Miscellaneous Services	67,576	60,675	68,847
Total	<u>\$ 633,616</u>	<u>\$ 598,481</u>	<u>\$ 582,195</u>
<u>County Court at Law #3</u>			
Salaries & Wages	\$ 390,151	\$ 416,050	\$ 458,646
Fringe Benefits	138,953	156,228	187,160
Materials & Supplies	4,638	4,783	4,250
Maintenance & Utilities	1,315	1,466	1,750
Miscellaneous Services	49,294	68,892	74,589
Total	<u>\$ 584,351</u>	<u>\$ 647,419</u>	<u>\$ 726,395</u>
<u>Court Master</u>			
Salaries & Wages	\$ 217,454	\$ 220,440	\$ 225,364
Fringe Benefits	94,442	94,500	97,288
Materials & Supplies	2,666	2,134	3,500
Maintenance & Utilities	514	366	850
Miscellaneous Services	162,533	147,565	156,391
Total	<u>\$ 477,609</u>	<u>\$ 465,005</u>	<u>\$ 483,393</u>
<u>Dispute Resolution Center</u>			
Salaries & Wages	\$ 131,656	\$ 139,380	\$ 157,914
Fringe Benefits	44,390	47,412	78,343
Materials & Supplies	1,619	786	1,185
Maintenance & Utilities	416	454	1,000
Miscellaneous Services	21,000	20,823	21,286
Total	<u>\$ 199,081</u>	<u>\$ 208,855</u>	<u>\$ 259,728</u>
<u>Juvenile Alternative School</u>			
Salaries & Wages	\$ 245,304	\$ 256,644	\$ 270,742
Fringe Benefits	98,657	104,388	117,143
Materials & Supplies	3,954	3,959	4,000
Maintenance & Utilities	1,500	1,500	1,500
Miscellaneous Services	175	632	500
Total	<u>\$ 349,590</u>	<u>\$ 367,123</u>	<u>\$ 393,885</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Community Supervision</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	8,162	3,605	12,380
Maintenance & Utilities	809	884	1,000
Miscellaneous Services	5,623	5,623	5,623
Total	<u>\$ 14,594</u>	<u>\$ 10,112</u>	<u>\$ 19,003</u>
<u>Sheriff</u>			
Salaries & Wages	\$ 8,011,131	\$ 8,344,540	\$ 8,744,789
Fringe Benefits	3,185,056	3,389,464	3,677,432
Materials & Supplies	159,289	178,839	224,860
Maintenance & Utilities	112,815	114,330	120,450
Miscellaneous Services	239,681	259,632	310,251
Total	<u>\$ 11,707,972</u>	<u>\$ 12,286,805</u>	<u>\$ 13,077,782</u>
<u>Crime Laboratory</u>			
Salaries & Wages	\$ 713,405	\$ 763,540	\$ 853,926
Fringe Benefits	264,385	284,784	318,052
Materials & Supplies	55,574	59,659	64,500
Maintenance & Utilities	6,882	11,152	8,500
Miscellaneous Services	90,040	83,979	102,200
Total	<u>\$ 1,130,286</u>	<u>\$ 1,203,114</u>	<u>\$ 1,347,178</u>
<u>Jail</u>			
Salaries & Wages	\$ 14,015,924	\$ 14,471,404	\$ 14,904,535
Fringe Benefits	5,697,548	5,974,544	6,341,149
Materials & Supplies	1,353,013	1,393,489	1,335,500
Maintenance & Utilities	1,231,249	1,200,629	1,227,400
Miscellaneous Services	3,377,083	3,694,452	3,823,500
Total	<u>\$ 25,674,817</u>	<u>\$ 26,734,518</u>	<u>\$ 27,632,084</u>
<u>Juvenile Probation</u>			
Salaries & Wages	\$ 745,226	\$ 827,748	\$ 1,015,530
Fringe Benefits	376,151	393,636	455,224
Materials & Supplies	8,437	8,400	9,776
Maintenance & Utilities	2,836	2,616	4,267
Miscellaneous Services	45,470	51,744	94,404
Total	<u>\$ 1,178,120</u>	<u>\$ 1,284,144</u>	<u>\$ 1,579,201</u>
<u>Juvenile Detention Home</u>			
Salaries & Wages	\$ 1,005,555	\$ 1,016,556	\$ 1,211,590
Fringe Benefits	414,346	443,904	521,928
Materials & Supplies	101,367	105,147	106,821
Maintenance & Utilities	194,331	188,839	194,200
Miscellaneous Services	52,783	55,443	65,975
Total	<u>\$ 1,768,382</u>	<u>\$ 1,809,889</u>	<u>\$ 2,100,514</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Constable Precinct No. 1</u>			
Salaries & Wages	\$ 454,485	\$ 464,532	\$ 504,076
Fringe Benefits	180,679	182,568	198,503
Materials & Supplies	24,048	14,641	9,831
Maintenance & Utilities	4,339	3,886	6,500
Miscellaneous Services	18,548	23,476	21,653
Total	<u>\$ 682,099</u>	<u>\$ 689,103</u>	<u>\$ 740,563</u>
<u>Constable Precinct No. 2</u>			
Salaries & Wages	\$ 280,361	\$ 283,304	\$ 304,409
Fringe Benefits	113,457	117,084	126,821
Materials & Supplies	15,983	7,436	5,671
Maintenance & Utilities	266	266	600
Miscellaneous Services	6,114	6,091	6,295
Total	<u>\$ 416,181</u>	<u>\$ 414,181</u>	<u>\$ 443,796</u>
<u>Constable Precinct No. 4</u>			
Salaries & Wages	\$ 273,357	\$ 270,468	\$ 291,319
Fringe Benefits	111,954	104,736	123,218
Materials & Supplies	5,349	3,948	4,552
Maintenance & Utilities	740	805	900
Miscellaneous Services	7,538	7,801	9,016
Total	<u>\$ 398,938</u>	<u>\$ 387,758</u>	<u>\$ 429,005</u>
<u>Constable Precinct No. 6</u>			
Salaries & Wages	\$ 340,113	\$ 373,632	\$ 385,888
Fringe Benefits	134,361	146,640	154,282
Materials & Supplies	11,547	9,564	12,500
Maintenance & Utilities	1,981	1,664	2,500
Miscellaneous Services	12,325	19,019	15,262
Total	<u>\$ 500,327</u>	<u>\$ 550,519</u>	<u>\$ 570,432</u>
<u>Constable Precinct No. 7</u>			
Salaries & Wages	\$ 290,632	\$ 291,624	\$ 305,303
Fringe Benefits	100,183	102,828	121,103
Materials & Supplies	2,254	1,965	2,700
Maintenance & Utilities	674	749	1,250
Miscellaneous Services	4,724	4,938	6,009
Total	<u>\$ 398,467</u>	<u>\$ 402,104</u>	<u>\$ 436,365</u>
<u>Constable Precinct No. 8</u>			
Salaries & Wages	\$ 283,274	\$ 289,968	\$ 297,881
Fringe Benefits	98,595	106,668	112,082
Materials & Supplies	7,938	6,575	8,700
Maintenance & Utilities	1,176	1,476	2,800
Miscellaneous Services	9,279	10,319	12,116
Total	<u>\$ 400,262</u>	<u>\$ 415,006</u>	<u>\$ 433,579</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>County Morgue</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	9,194	10,000	10,000
Miscellaneous Services	754,352	775,985	775,000
Total	<u>\$ 763,546</u>	<u>\$ 785,985</u>	<u>\$ 785,000</u>

## EDUCATION & RECREATION

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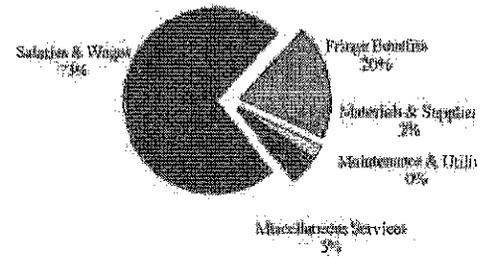
Education and Recreation includes the Agricultural Extension Service of the County.

**Agricultural Extension Service** – County shares cost with Texas A&M University System to provide expert advice, assistance and training for a wide range of subjects under the 4 areas of family and consumer sciences, urban development, agriculture and natural resources, and 4-H and youth. Some of the subjects are horticulture, nutrition, health and wellness, agriculture awareness, pesticide management, parenting, money management, tourism, sustainable agriculture, youth development, waste management, preservation of nature, and water quality.

**EDUCATION & RECREATION  
DEPARTMENT SUMMARY**

	<u>ACTUAL 2013-2014</u>	<u>ESTIMATED 2014-2015</u>	<u>APPROVED 2015-2016</u>
<b>DEPARTMENTS</b>			
Agricultural Extension Service	\$ 378,134	\$ 384,611	\$ 407,274
Total	\$ 378,134	\$ 384,611	\$ 407,274

	<u>APPROVED 2015-2016</u>
<b>APPROPRIATIONS CATEGORY</b>	
Salaries & Wages	\$ 297,891
Fringe Benefits	80,657
Materials & Supplies	9,274
Maintenance & Utilities	835
Miscellaneous Services	18,617
Total	\$ 407,274



**PERSONNEL SUMMARY**

	Elected Officials	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Agricultural Extension Service	-	3	-	-	-	-	5	8
Total	-	3	-	-	-	-	5	8

**EDUCATION & RECREATION  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Agriculture Extension Service</u>			
Salaries & Wages	\$ 275,972	\$ 281,076	\$ 297,891
Fringe Benefits	75,345	78,228	80,657
Materials & Supplies	8,171	7,683	9,274
Maintenance & Utilities	678	471	835
Miscellaneous Services	17,968	17,153	18,617
Total	<u>\$ 378,134</u>	<u>\$ 384,611</u>	<u>\$ 407,274</u>

## **HEALTH & WELFARE**

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Health & Welfare includes Health & Welfare Units 1 and 2, Nurse Practitioner, Child Welfare, Environmental Control, Indigent Medical Service, Mosquito Control, Emergency Management, and Tobacco Settlement.

**Health & Welfare Units 1 & 2** – responsible for the public health of all County citizens within the framework of County government. Provides medical care, mental health, and protective services for indigent care individuals and families. Cooperates with other community health providers, concerned citizens, and committed volunteers who help achieve its mission. Unit 1 is located in Beaumont, and Unit 2 is located in Port Arthur.

**Nurse Practitioner** – responsible for the County's in-house employee health care program. The Nurse Practitioner's primary function is preventive health care for all Jefferson County employees. This includes diagnosis and treatment of employees and their dependents.

**Child Welfare** – represents allocated expenditures that are associated with the County's support of the child protective services of the State of Texas.

**Environmental Control** – responsible for an integrated management program with elements designed to safeguard the quality of water supplies, to protect the groundwater resource from non-potable elements and contaminants, minimizing the impact of need residential, commercial and industrial development, and to promote water conservation. Environmental Control also identifies the best means of sewage collection, treatment and disposal; oversees new construction; issues State-mandated permits for industrial waste, sewage treatment plants and large-volume sewage discharges, and inspects and enforces permit conditions.

**Indigent Medical Service** – represents the expenditures incurred for outside medical and prescription service associated with the indigent population of Jefferson County.

**Mosquito Control** – represents expenditures associated with the control of mosquitoes in the County. By significantly reducing the mosquito population, the event of epidemic disease from occurring is reduced.

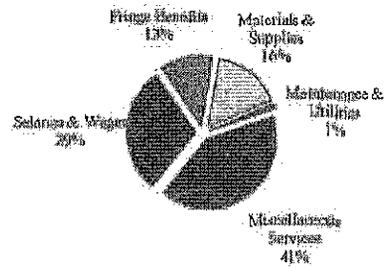
**Emergency Management** – responsible for the support systems and other statutory functions to help individuals and the community prepare for disasters regardless of the cause.

**Tobacco Settlement** -- represents expenditures for special indigent health related services using tobacco settlement proceeds.

**HEALTH & WELFARE  
DEPARTMENT SUMMARY**

	<u>ACTUAL 2013-2014</u>	<u>ESTIMATED 2014-2015</u>	<u>APPROVED 2015-2016</u>
<b>DEPARTMENTS</b>			
Health & Welfare Unit 1	\$ 1,082,912	\$ 1,107,998	\$ 1,271,722
Health & Welfare Unit 2	1,060,912	1,075,868	1,242,989
Nurse Practitioner	304,822	288,849	304,295
Child Welfare	143,080	143,367	149,900
Environmental Control	344,560	360,488	385,203
Indigent Medical Services	4,900,124	5,025,525	4,905,362
Mosquito Control	2,050,791	2,088,026	2,235,918
Emergency Management	205,105	216,274	227,210
Tobacco Settlement	30,000	50,000	100,000
<b>Total</b>	<b>\$ 10,141,706</b>	<b>\$ 10,356,335</b>	<b>\$ 10,822,599</b>

	<u>APPROVED 2015-2016</u>
Salaries & Wages	\$ 3,152,608
Fringe Benefits	1,347,302
Materials & Supplies	1,750,367
Maintenance & Utilities	121,209
Miscellaneous Services	4,451,113
<b>Total</b>	<b>\$ 10,822,599</b>



**PERSONNEL SUMMARY**

	Clerical		Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
	Elected Official	Administrative & Fiscal						
Health & Welfare Unit 1	-	3	-	1	5	4	-	13
Health & Welfare Unit 2	-	4	-	1	3	4	-	12
Nurse Practitioner	-	-	-	-	3	-	-	3
Environmental Control	-	2	-	-	3	-	-	5
Indigent Medical Services	-	-	-	-	1	-	-	1
Mosquito Control	-	1	-	13	-	-	-	14
Emergency Management	-	-	1	-	-	-	1	2
Tobacco Settlement	-	-	-	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>10</b>	<b>1</b>	<b>15</b>	<b>15</b>	<b>8</b>	<b>1</b>	<b>50</b>

**HEALTH & WELFARE  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Health &amp; Welfare Unit 1</u>			
Salaries & Wages	\$ 594,028	\$ 617,740	\$ 691,114
Fringe Benefits	237,251	242,370	295,990
Materials & Supplies	19,907	20,513	30,650
Maintenance & Utilities	5,428	5,138	6,800
Miscellaneous Services	225,698	222,237	247,168
Total	<u>\$ 1,082,312</u>	<u>\$ 1,107,998</u>	<u>\$ 1,271,722</u>
<u>Health &amp; Welfare Unit 2</u>			
Salaries & Wages	\$ 624,447	\$ 626,734	\$ 688,097
Fringe Benefits	272,303	275,638	328,024
Materials & Supplies	17,899	19,734	22,492
Maintenance & Utilities	4,482	4,255	5,909
Miscellaneous Services	141,781	149,507	198,467
Total	<u>\$ 1,060,912</u>	<u>\$ 1,075,868</u>	<u>\$ 1,242,989</u>
<u>Nurse Practitioner</u>			
Salaries & Wages	\$ 197,238	\$ 182,688	\$ 187,187
Fringe Benefits	73,083	69,288	73,352
Materials & Supplies	18,816	18,058	23,012
Maintenance & Utilities	190	-	350
Miscellaneous Services	15,495	18,815	20,394
Total	<u>\$ 304,822</u>	<u>\$ 288,849</u>	<u>\$ 304,295</u>
<u>Child Welfare</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	143,080	143,307	149,900
Total	<u>\$ 143,080</u>	<u>\$ 143,307</u>	<u>\$ 149,900</u>
<u>Environmental Control</u>			
Salaries & Wages	\$ 227,464	\$ 233,940	\$ 245,606
Fringe Benefits	109,399	115,692	123,183
Materials & Supplies	1,669	1,475	2,750
Maintenance & Utilities	1,865	2,373	2,400
Miscellaneous Services	4,163	7,008	11,264
Total	<u>\$ 344,560</u>	<u>\$ 360,488</u>	<u>\$ 385,203</u>
<u>Indigent Medical Service</u>			
Salaries & Wages	\$ 270,013	\$ 274,620	\$ 283,411
Fringe Benefits	73,237	76,224	78,914
Materials & Supplies	906,371	1,020,373	860,963
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,650,503	3,654,308	3,682,074
Total	<u>\$ 4,900,124</u>	<u>\$ 5,025,525</u>	<u>\$ 4,905,362</u>

**HEALTH & WELFARE  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Mosquito Control</u>			
Salaries & Wages	\$ 813,971	\$ 815,244	\$ 895,533
Fringe Benefits	324,738	341,128	383,139
Materials & Supplies	807,908	849,899	810,200
Maintenance & Utilities	79,478	56,238	105,550
Miscellaneous Services	24,696	25,517	41,496
Total	<u>\$ 2,050,791</u>	<u>\$ 2,088,026</u>	<u>\$ 2,235,918</u>
<u>Emergency Management</u>			
Salaries & Wages	\$ 154,255	\$ 156,768	\$ 161,660
Fringe Benefits	50,600	59,256	64,700
Materials & Supplies	-	-	300
Maintenance & Utilities	-	-	200
Miscellaneous Services	250	250	350
Total	<u>\$ 205,105</u>	<u>\$ 216,274</u>	<u>\$ 227,210</u>
<u>Tobacco Settlement</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	50,000	50,000	100,000
Total	<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>\$ 100,000</u>

## **MAINTENANCE – EQUIPMENT & STRUCTURES**

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Maintenance – Equipment & Structures includes Courthouse & Annexes, Port Arthur Buildings, Mid-County Buildings, Road & Bridge Precincts, Engineering, Parks & Recreation, and Service Center.

**Courthouse & Annexes, Port Arthur Buildings, and Mid-County Buildings** – responsible for building services of Jefferson County. These departments direct activities associated with building maintenance and communications. Building Maintenance is responsible for structural maintenance and repair of the County's buildings, including electrical, heating, air conditioning, roofing, and mechanical systems. Communications includes the maintenance of the County's internal telephone system.

**Road & Bridge Precincts** – represents the expenditures associated with the maintenance of the County roads. There are four Road and Bridge Precincts, which are governed by the elected Commissioner of each precinct. Each Commissioner is elected to a four-year term by the voters of each precinct, and serves with the County Judge to make up the Commissioners' Court.

**Engineering** – responsible for the acquisition of land and the design and construction of capital improvement projects involving roadways, bridges, drainage systems, and buildings. Engineering updates and maintains the various maps and files of County owned properties and ROW, and manages inter-local agreements for engineering and construction projects. This department provides survey work for the County.

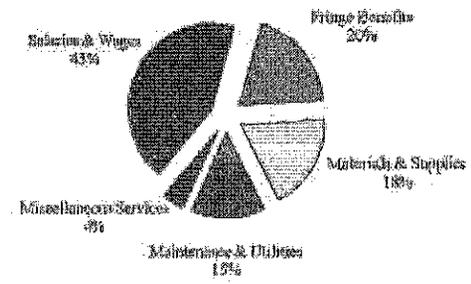
**Parks and Recreation** – represents expenditures associated with maintenance of the County parks, boat ramps, and beach cleaning.

**Service Center** – represents expenditures associated with maintenance of all County owned vehicles.

**MAINTENANCE - EQUIPMENT & STRUCTURES  
DEPARTMENT SUMMARY**

	<u>ACTUAL 2013-2014</u>	<u>ESTIMATED 2014-2015</u>	<u>APPROVED 2015-2016</u>
<b>DEPARTMENTS</b>			
Courthouse & Annexes	\$ 2,515,431	\$ 2,559,091	\$ 2,785,083
Port Arthur Buildings	594,870	680,400	759,584
Mid-County Buildings	183,036	190,370	219,114
Road & Bridge Pot. #1	1,404,474	1,457,061	1,626,879
Road & Bridge Pot. #2	1,545,707	1,488,490	1,719,968
Road & Bridge Pot. #3	1,520,990	1,626,999	1,782,434
Road & Bridge Pot. #4	1,928,801	1,834,993	2,028,133
Engineering	903,802	926,697	1,002,510
Parks & Recreation	147,957	112,484	171,374
Service Center	1,235,782	1,218,111	1,260,582
<b>Total</b>	<u>\$ 11,980,830</u>	<u>\$ 12,094,696</u>	<u>\$ 13,355,661</u>

	<u>APPROVED 2015-2016</u>
<b>APPROPRIATIONS CATEGORY</b>	
Salaries & Wages	\$ 5,778,149
Fringe Benefits	2,624,926
Materials & Supplies	2,464,629
Maintenance & Utilities	1,931,900
Miscellaneous Services	556,057
<b>Total</b>	<u>\$ 13,355,661</u>



**PERSONNEL SUMMARY**

	Clerical			Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
	Blotter Official	Administrative & Fiscal	Law Enforcement					
Courthouse & Annexes	-	2	-	13	-	-	-	15
Port Arthur Buildings	-	1	-	7	-	-	-	8
Mid-County Buildings	-	-	-	1	-	-	-	1
Road & Bridge Pot. #1	1	1	-	12	-	-	-	14
Road & Bridge Pot. #2	1	1	-	14	-	-	-	16
Road & Bridge Pot. #3	1	1	-	13	-	-	-	15
Road & Bridge Pot. #4	1	2	-	14	-	-	1	18
Engineering	-	2	-	8	-	-	-	10
Parks & Recreation	-	-	-	-	-	-	-	-
Service Center	-	-	-	4	-	-	-	4
<b>Total</b>	<u>4</u>	<u>10</u>	<u>-</u>	<u>86</u>	<u>-</u>	<u>-</u>	<u>1</u>	<u>101</u>

**MAINTENANCE - EQUIPMENT & STRUCTURES**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Courthouse &amp; Annexes</u>			
Salaries & Wages	\$ 601,626	\$ 638,948	\$ 763,690
Fringe Benefits	255,506	284,312	348,517
Materials & Supplies	85,608	74,136	98,950
Maintenance & Utilities	1,232,634	1,223,383	1,229,240
Miscellaneous Services	340,057	338,312	344,686
Total	<u>\$ 2,515,431</u>	<u>\$ 2,559,091</u>	<u>\$ 2,785,083</u>
<u>Port Arthur Buildings</u>			
Salaries & Wages	\$ 294,045	\$ 350,312	\$ 393,498
Fringe Benefits	129,100	158,313	175,948
Materials & Supplies	10,381	11,124	17,508
Maintenance & Utilities	126,219	125,219	124,130
Miscellaneous Services	35,125	35,432	48,500
Total	<u>\$ 594,870</u>	<u>\$ 680,400</u>	<u>\$ 759,584</u>
<u>Mid-County Buildings</u>			
Salaries & Wages	\$ 56,264	\$ 57,364	\$ 73,719
Fringe Benefits	26,396	27,525	32,595
Materials & Supplies	3,605	4,116	5,400
Maintenance & Utilities	70,016	74,090	75,800
Miscellaneous Services	26,755	27,275	31,600
Total	<u>\$ 183,036</u>	<u>\$ 190,370</u>	<u>\$ 219,114</u>
<u>Road &amp; Bridge Pct. #1</u>			
Salaries & Wages	\$ 738,916	\$ 749,372	\$ 799,475
Fringe Benefits	320,097	326,978	372,255
Materials & Supplies	266,565	289,834	354,699
Maintenance & Utilities	71,464	79,569	86,950
Miscellaneous Services	7,432	11,308	13,500
Total	<u>\$ 1,404,474</u>	<u>\$ 1,457,061</u>	<u>\$ 1,626,879</u>
<u>Road &amp; Bridge Pct. #2</u>			
Salaries & Wages	\$ 864,414	\$ 854,496	\$ 924,935
Fringe Benefits	366,417	382,796	425,930
Materials & Supplies	251,808	172,597	291,553
Maintenance & Utilities	51,502	68,226	64,550
Miscellaneous Services	11,566	10,375	13,000
Total	<u>\$ 1,545,707</u>	<u>\$ 1,488,490</u>	<u>\$ 1,719,968</u>
<u>Road &amp; Bridge Pct. #3</u>			
Salaries & Wages	\$ 778,692	\$ 797,840	\$ 864,969
Fringe Benefits	357,334	378,792	412,955
Materials & Supplies	298,227	363,495	395,800
Maintenance & Utilities	75,791	73,916	90,210
Miscellaneous Services	10,946	12,956	18,500
Total	<u>\$ 1,520,990</u>	<u>\$ 1,626,999</u>	<u>\$ 1,782,434</u>

**MAINTENANCE - EQUIPMENT & STRUCTURES**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Road &amp; Bridge Pct. #4</u>			
Salaries & Wages	\$ 866,575	\$ 906,132	\$ 1,046,062
Fringe Benefits	375,324	397,250	471,071
Materials & Supplies	539,600	372,186	394,400
Maintenance & Utilities	122,918	132,188	82,750
Miscellaneous Services	24,384	27,237	33,850
Total	<u>\$ 1,928,801</u>	<u>\$ 1,834,993</u>	<u>\$ 2,028,133</u>
<u>Engineering</u>			
Salaries & Wages	\$ 615,233	\$ 625,236	\$ 658,854
Fringe Benefits	250,498	259,488	287,364
Materials & Supplies	25,284	24,743	31,569
Maintenance & Utilities	1,230	1,411	2,200
Miscellaneous Services	11,557	15,819	22,523
Total	<u>\$ 903,802</u>	<u>\$ 926,697</u>	<u>\$ 1,002,510</u>
<u>Parks &amp; Recreation</u>			
Salaries & Wages	\$ 54,386	\$ 27,679	\$ 38,970
Fringe Benefits	15,780	4,887	9,848
Materials & Supplies	29,952	27,546	50,650
Maintenance & Utilities	35,196	39,424	52,350
Miscellaneous Services	12,643	12,948	19,556
Total	<u>\$ 147,957</u>	<u>\$ 112,484</u>	<u>\$ 171,374</u>
<u>Service Center</u>			
Salaries & Wages	\$ 203,675	\$ 207,960	\$ 213,977
Fringe Benefits	81,359	84,624	88,443
Materials & Supplies	827,185	788,586	824,100
Maintenance & Utilities	117,269	128,441	123,720
Miscellaneous Services	6,274	8,500	10,342
Total	<u>\$ 1,235,762</u>	<u>\$ 1,218,111</u>	<u>\$ 1,260,582</u>

## CAPITAL OUTLAY

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Capital Outlay is the detail of all capital equipment purchases approved by Commissioners' Court for the fiscal year. All capital equipment purchases not listed require a budget amendment approved by the Court.

**CAPITAL OUTLAY  
DEPARTMENT SUMMARY**

<u>DEPARTMENTS</u>	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
Tax Assessor-Collector	\$ 19,399	\$ -	\$ -
Human Resources	1,279	-	-
County Auditor	6,761	6,000	4,500
County Clerk	48,979	50,000	50,000
County Judge	-	-	-
Risk Management	-	-	-
County Treasurer	-	4,500	-
Printing	-	-	-
Purchasing Agent	-	1,424	-
General Services	-	-	-
Management Information Systems	134,045	264,063	242,076
Voters Registration Department	-	-	-
Elections Department	-	-	-
Veterans Services	-	-	7,500
District Attorney	35,811	21,000	21,000
District Clerk	-	39,852	29,000
District Courts	2,729	12,811	10,250
Jury Fund	-	-	-
Justice of the Peace	-	-	-
County Courts at Law	10,534	17,079	-
Court Master	-	-	-
Dispute Resolution Center	-	-	-
Juvenile Alternative School	-	-	-
Community Supervision	32,355	4,900	-
Sheriff	360,941	336,518	225,820
Crime Laboratory	-	130,268	25,400
Jail	100,625	331,120	112,893
Juvenile Probation	-	49,356	-
Juvenile Detention Home	-	-	-
Constables	150,945	165,160	122,149
County Morgue	-	-	-
Agricultural Extension Service	1,150	1,404	1,800
Health & Welfare Unit 1	2,866	55,497	-
Health & Welfare Unit 2	2,866	70,997	1,500
Nurse Practitioner	-	-	-
Environmental Control	-	31,056	-
Indigent Medical Services	3,617	2,789	-
Emergency Management	-	-	-
Mosquito Control	4,412	23,343	26,000
Courthouse & Annexes	3,002	14,469	-
Port Arthur Buildings	-	21,584	-
Mid-County Buildings	-	15,000	-
Road & Bridge Pct. #1	82,715	78,394	-
Road & Bridge Pct. #2	220,236	285,147	104,950
Road & Bridge Pot. #3	112,471	-	36,107
Road & Bridge Pot. #4	206,914	299,685	60,100
Engineering	25,574	-	53,000
Parks & Recreation	-	-	10,900
Service Center	-	-	-
<b>Total Capital Outlay</b>	<b>\$ 1,570,226</b>	<b>\$ 2,333,416</b>	<b>\$ 1,144,945</b>

**CAPITAL OUTLAY  
DIVISION SUMMARY**

<u>County Auditor</u>			
120-1013-415-60-02	3 - DESKTOP COMPUTERS	\$ 4,500	\$ 4,500
<u>County Clerk</u>			
120-1014-415-60-01	RESTORATION OF PLATS - PHASE THREE	50,000	50,000
<u>Management Information Systems</u>			
120-1025-415-60-02	R630 SERVER - 2 REPLACE	33,000	
120-1025-415-60-02	STORAGE SERVER 2012 - NETDMS & JCDMS - REPLACE	37,500	
120-1025-415-60-02	R320 SERVERS - 2 REPLACE OLD DOMAIN SERVERS	10,000	
120-1025-415-60-02	TRIPP 8 PORT KVM CONSOLE 19" - NEW	1,120	
120-1025-415-60-02	ALCATEL 10GB SWITCHES - REPLACE 1GB WITH 10 GB - 13	69,061	
120-1025-415-60-02	SAN SUPPORT/MAINTENANCE - RENEWAL	2,800	
120-1025-415-60-02	LAPTOP - HIGHEND	2,245	
120-1025-415-60-02	4 - COMPUTERS	6,000	
120-1025-415-60-02	WIRELESS ACCESS POINTS	2,000	
120-1025-415-60-53	MICRO FOCUS - RUMBA SITE LICENSE RENEWAL - AS400	1,500	
120-1025-415-60-53	HAWKEYE-PATHFINDER - PROGRAMMING TOOL FOR AS400 - RENEW	650	
120-1025-415-60-53	NORTON ANTI-VIRUS - UPDATES FOR 1000 USERS - RENEW	18,000	
120-1025-415-60-53	LINOMA GO ANYWHERE MAINTENANCE - FTP TRANSFER SOFTWARE	1,200	
120-1025-415-60-53	PREMIUM EMAIL ANTI-VIRUS - RENEW	2,500	
120-1025-415-60-53	WATCHGUARD XTM1050 FIREWALL SW SUITE - RENEWAL	9,500	
120-1025-415-60-53	WINDOWS SERVER 2012 DATA CENTER - RENEW	1,600	
120-1025-415-60-53	VMWARE VSPHERE ENTERPRISE LICENSES - 4 - RENEW	6,750	
120-1025-415-60-53	VMWARE VCENTER ENTERPRISE LICENSES - RENEW	1,400	
120-1025-415-60-53	SITE IMPROVE WEB SITE DEVELOPMENT - NEW	2,900	
120-1025-415-60-53	SPOTLIGHT ON SQL SERVER ENTERPRISE - 2	3,840	
120-1025-415-60-53	PRE ZIP ADDRESS VERIFICATION - RENEW	2,500	
120-1025-415-60-53	BACKUP-EXEC SUPPORT/UPDATES - BACKING UP NEW SERVERS	625	
120-1025-415-60-53	BACKUP-EXEC SUPPORT/UPDATES - RENEW	1,600	
120-1025-415-60-53	BACKUP-EXEC SUPPORT/UPDATES - TELEPHONE - RENEW	400	
120-1025-415-60-53	SOLARWINDS SUPPORT/UPDATES - LAN & WAN - RENEW	800	
120-1025-415-60-53	PITNEY-BOW ADDRESS VERIFICATION - JURY - RENEW	2,500	
120-1025-415-60-53	RATIONAL DEVELOP FOR WEBSPHERE - RENEW	650	
120-1025-415-60-53	MS VISUAL STUDIO - RENEW	1,400	
120-1025-415-60-53	PASSPORT ADVANTAGE - RENEW	625	
120-1025-415-60-53	PEER NET TIFF IMAGE PRINTER SOFTWARE - SERVER RENEW	850	
120-1025-415-60-53	MS WINDOWS SERVER 2012 UPDATES - ADD LICENSE - NEW	4,460	
120-1025-415-60-53	WINDOWS 7 UPGRADE SOFTWARE - UPGRADE WINDOWS XP OS TO WINDOWS 47 - NEW	12,100	242,076
<u>Veterans Service</u>			
120-8096-419-60-02	5 - COMPUTERS	7,500	7,500
<u>District Attorney</u>			
120-2030-412-60-02	14 - COMPUTERS	21,000	21,000
<u>District Clerk</u>			
120-2031-412-60-02	1-JURY - JVR SYSTEM	29,000	29,000
<u>Criminal District Court</u>			
120-2032-412-6002	6 - COMPUTERS	9,000	
120-2032-412-6002	1 - COMPUTER WITHOUT MONITOR	1,250	10,250
<u>Sheriff's Office</u>			
120-3059-421-60-02	3 - COMPUTERS	4,500	
120-3059-421-60-02	COMPUTER AIDED DISPATCH SYSTEM - ADD ON TO BPD SYSTEM	57,420	
120-3059-421-60-07	2 - POLICE PACKAGE UNITS - TAHOE	69,250	
120-3059-421-60-07	2 - POLICE PACKAGE UNMARK UNITS - TRUCKS	59,500	
120-3059-421-60-07	1 - POLICE PACKAGE UNMARK UNITS - EXPEDITION	29,500	
120-3059-421-60-18	AVIATION - PASSENGER CAMERA VIDEO	5,650	
			225,820

**CAPITAL OUTLAY  
DIVISION SUMMARY**

<u>Crime Laboratory</u>		
120-3060-421-60-02	1 - COMPUTER - OPERATE A GC-MS - REPLACEMENT	1,600
120-3060-421-60-22	2 - LABORATORY REFRIGERATOR - REPLACEMENT	12,800
120-3060-421-60-22	1 - BIOLOGICAL SAFETY CABINET	11,000
		25,400
<u>Jail</u>		
120-3062-423-60-07	1 - SUPER DUTY VAN	33,000
120-3062-423-60-13	2 - AIR HANDLER UNITS	79,893
		112,893
<u>Constable Pct 1</u>		
120-3065-425-60-02	3 - PANSONIC TOUGHBOOK LAPTOPS INCLUDING SOFTWARE	5,400
120-3065-425-60-02	1 - FORD EXPLORER POLICE PACKAGE VEHICLE WITH EQUIPMENT	31,000
		36,400
<u>Constable Pct 2</u>		
120-3066-425-60-02	5 - COMPUTERS	7,500
		7,500
<u>Constable Pct 4</u>		
120-3068-425-60-02	3 - COMPUTERS	4,500
		4,500
<u>Constable Pct 6</u>		
120-3070-425-60-07	1 - POLICE PACKAGE EXPEDITION WITH EQUIPMENT	30,349
		30,349
<u>Constable Pct. 8</u>		
120-3072-425-60-02	2 - COMPUTERS	3,000
120-3072-425-60-02	3 - PANSONIC TOUGHBOOK LAPTOPS INCLUDING SOFTWARE	5,400
120-3072-425-60-07	1 - POLICE PACKAGE TAHOE WITH EQUIPMENT	35,000
		43,400
<u>Agriculture Extension Services</u>		
120-4071-461-60-02	3 - DESKTOP COMPUTERS - COST SHARE	1,800
		1,800
<u>Health &amp; Welfare II</u>		
120-5075-441-60-02	1 - COMPUTER	1,500
		1,500
<u>Mosquito Control</u>		
124-5081-448-60-42	1 - 1/2 TON PICKUP WITH DUEL DRIVE CONVERSION	26,000
		26,000
<u>Road &amp; Bridge Pct. #2</u>		
112-0209-431-60-02	2 - COMPUTERS	3,000
112-0209-431-60-11	TRUCK - REPLACE B-8	23,783
112-0209-431-60-11	SUPER CAB TRUCK W/ 1,000 LB LIFT GATE - REPLACE B-4	26,428
112-0209-431-60-11	F450 SUPER DUTY DIESEL PATCH TRUCK	51,739
		104,950
<u>Road &amp; Bridge Pct. #3</u>		
113-0308-431-60-14	1 - ELECTRIC GATE	10,000
113-0309-431-60-11	1 - CREW CAB TRUCK	26,107
		36,107
<u>Road &amp; Bridge Pct. #4</u>		
114-0409-431-60-11	1 - BRUSH: PLY/STEEL TUBE, WATER SPRAY DOWN SYSTEM (BROOM) TO REPLACE E-2	60,100
		60,100
<u>Engineering</u>		
115-0501-431-60-02	1 - COMPUTER SERVER	6,000
115-0501-431-60-07	2 - TRUCKS	47,000
		53,000
<u>Parks &amp; Recreation</u>		
116-0608-452-60-42	1 - ZERO TURN MOVER - GAS 60"	10,900
		10,900

CAPITAL OUTLAY  
DIVISION SUMMARY

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Total Capital Outlay

\$ 1,144,945

## **SPECIAL PURPOSE FUNDING**

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Special Purpose Funding is used to account for expenditures that are non-operational or non-departmental in nature. Transfers to other funds include transfers to Special Revenue Funds, Capital Projects Funds, Jack Brooks Regional Airport Enterprise Fund, and to Ford Park Enterprise Fund to provide for improvements and operational expenditures. Contingency Appropriations are also noted here.

**SPECIAL PURPOSE FUNDING  
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<b><u>DEPARTMENTS</u></b>			
Contingency Appropriation			
General Fund	\$ <u>          -</u>	\$ <u>          -</u>	\$ <u>    370,000</u>
Total Contingency Appropriation	\$ <u>          -</u>	\$ <u>          -</u>	\$ <u>    370,000</u>
Transfers Out			
General Fund	\$ <u>  7,584,136</u>	\$ <u>  4,891,206</u>	\$ <u>  4,893,271</u>
Total Transfers Out	\$ <u>  7,584,136</u>	\$ <u>  4,891,206</u>	\$ <u>  4,893,271</u>

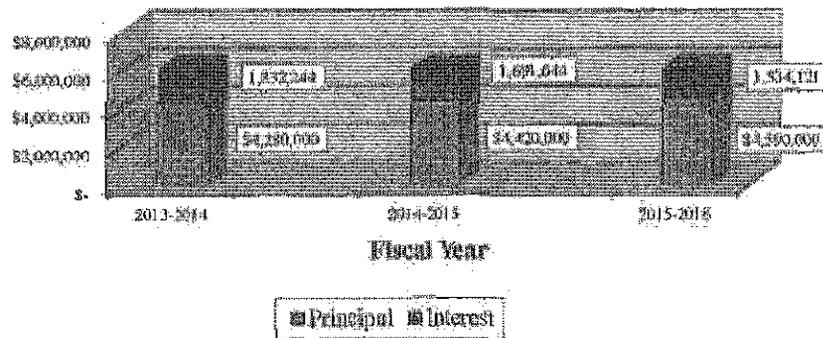


# DEBT SERVICE

**DEBT SERVICE FUND  
SUMMARY OF REVENUES AND EXPENDITURES**

	<u>ACTUAL 2013-2014</u>	<u>ESTIMATED 2014-2015</u>	<u>APPROVED 2015-2016</u>
<b>REVENUES</b>			
Property Taxes	\$ 6,022,387	\$ 6,179,789	\$ 5,490,616
Interest	10,824	11,539	8,850
<b>Total Revenues</b>	<u>\$ 6,033,211</u>	<u>\$ 6,191,328</u>	<u>\$ 5,499,466</u>
<b>OTHER SOURCES</b>			
Transfers In	\$ 11,423	\$ -	\$ -
<b>Total Other Sources</b>	<u>\$ 11,423</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Sources</b>	<u>\$ 6,044,634</u>	<u>\$ 6,191,328</u>	<u>\$ 5,499,466</u>
<b>EXPENDITURES</b>			
Principal Payments	\$ 4,280,000	\$ 4,420,000	\$ 4,590,000
Interest Payments	1,832,244	1,691,644	1,534,121
Transaction Fees	4,855	3,900	12,000
<b>Total Expenditures</b>	<u>\$ 6,117,099</u>	<u>\$ 6,115,544</u>	<u>\$ 6,136,121</u>
<b>OTHER USES</b>			
Transfers Out	\$ 11,423	\$ -	\$ -
<b>Total Other Uses</b>	<u>\$ 11,423</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Appropriations</b>	<u>\$ 6,128,522</u>	<u>\$ 6,115,544</u>	<u>\$ 6,136,121</u>
<b>BEGINNING FUND BALANCE</b>	<u>\$ 1,071,014</u>	<u>\$ 987,126</u>	<u>\$ 1,062,910</u>
<b>ENDING FUND BALANCE</b>	<u>\$ 987,126</u>	<u>\$ 1,062,910</u>	<u>\$ 426,255</u>
<b>RESERVED FOR DEBT SERVICE</b>	<u>\$ 987,126</u>	<u>\$ 1,062,910</u>	<u>\$ 426,255</u>

**Principal & Interest Payments**



**DEBT SERVICE FUND**  
**SUMMARY OF ANNUAL DEBT SERVICE REQUIREMENTS**

<u>FISCAL YEAR</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
2016	\$ 4,590,000	\$ 1,534,121	\$ 6,124,121
2017	4,690,000	1,410,930	6,100,930
2018	3,640,000	1,264,257	4,904,257
2019	3,450,000	1,158,000	4,608,000
2020	3,620,000	1,020,000	4,640,000
2021	3,745,000	857,700	4,602,700
2022	3,965,000	670,450	4,635,450
2023	4,170,000	472,200	4,642,200
2024	4,325,000	263,700	4,588,700
2025	4,465,000	133,950	4,598,950
	<u>\$ 40,660,000</u>	<u>\$ 8,785,308</u>	<u>\$ 49,445,308</u>

**DEBT SERVICE FUND**  
**SUMMARY OF TOTAL INDEBTEDNESS**

ISSUE	MATURITY DATE	ORIGINAL ISSUE	MATURITIES	OUTSTANDING 10/1/2015
2011 Refunding - General Obligation	2017	\$ 5,550,000	\$ 3,285,000	\$ 2,265,000
2012 Refunding - General Obligation	2025	47,305,000	9,715,000	37,590,000
2013 Refunding - General Obligation	2018	1,340,000	535,000	805,000
Total				<u>\$ 40,660,000</u>

**COMPUTATION OF LEGAL DEBT MARGIN**

Assessed Value of Real Property	<u>\$18,963,155,990</u>
Assessed Value of All Taxable Property	<u>\$24,905,432,113</u>

**Bonds Issued Under Article III,  
Section 52 of the Texas Constitution:**

The County is authorized under Article III, Section 52 of the State Constitution to issue bonds payable from ad valorem taxes for the construction and maintenance of roads. There is no constitutional or statutory limit as to the rate on bonds issued pursuant to such constitutional provision. However, the amount of bonds which may be issued is limited to 25% of the assessed valuation of real property in the County.

Debt Limit, 25% of Real Property Assessed Value	\$ 4,740,788,998
Amount of Debt Applicable to Constitutional Debt Limit:	
Total Bonded Applicable Debt	\$ 40,660,000
Less Amount Available in Debt Service Fund	<u>1,062,910</u>
	<u>39,597,090</u>
<b>LEGAL DEBT MARGIN, BONDS ISSUED  UNDER ARTICLE III, SECTION 52  OF THE TEXAS CONSTITUTION</b>	<u>\$ 4,701,191,908</u>

**Bonds Issued Under Article VIII, Section 9:**

In addition to unlimited tax bonds, the County may issue statutorily authorized bonds payable from the proceeds of a limited ad valorem tax provided for in Article VII, Section 9 of the State Constitution. Such constitutional provision provides that a County is limited to an ad valorem tax rate of \$0.80 per \$100 of assessed valuation for general fund, permanent improvement fund, road and bridge fund, and jury fund purposes.

Certain of the County's bonds payable from such limited tax may be issued under the provisions of Government Code 1301.003 (c). The principal amount of all bonds which may be issued under the provision of such Code is limited in the aggregate to 5% of the assessed valuation. The debt limit under Government Code 1301.003 (c) is approximately \$1,245,271,606 compared to applicable bonds outstanding at October 1, 2015 of \$40,660,000.

**DEBT SERVICE FUND**  
**SCHEDULE OF CURRENT DEBT SERVICE REQUIREMENTS**

ISSUE	BALANCE OUTSTANDING				TOTAL	BALANCE OUTSTANDING
	10/1/2015	PRINCIPAL	INTEREST	FEEES		10/1/2016
2011 Refunding - General Obligation	\$ 2,265,000	\$ 1,115,000	\$ 67,950	\$ 4,000	\$ 1,186,950	\$ 1,150,000
2012 Refunding - General Obligation	37,590,000	3,210,000	1,454,000	4,000	4,668,000	34,380,000
2013 Refunding - General Obligation	805,000	265,000	12,171	4,000	281,171	540,000
	<u>\$ 40,660,000</u>	<u>\$ 4,590,000</u>	<u>\$ 1,534,121</u>	<u>\$ 12,000</u>	<u>\$ 6,136,121</u>	<u>\$ 36,070,000</u>

# **SPECIAL REVENUE FUNDS**

**SPECIAL REVENUE FUNDS**  
**SUMMARY OF REVENUES AND EXPENDITURES**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<b>REVENUES</b>			
Sales Taxes	\$ 1,150,383	\$ 1,210,000	\$ 1,100,000
Fees	1,570,303	1,433,309	1,409,446
Sales, Rentals & Services	209,828	159,584	100,000
Intergovernmental	2,814,388	2,957,144	3,512,823
Fines & Forfeitures	184,427	251,052	130,000
Interest	19,399	19,180	15,982
Contributions	1,914	5,000	3,900
Total Revenues	\$ <u>5,950,642</u>	\$ <u>6,035,269</u>	\$ <u>6,272,151</u>
<b>OTHER SOURCES</b>			
Transfers In	\$ <u>500,000</u>	\$ <u>570,000</u>	\$ <u>547,000</u>
Total Other Sources	\$ <u>500,000</u>	\$ <u>570,000</u>	\$ <u>547,000</u>
Total Revenues & Other Sources	\$ <u>6,450,642</u>	\$ <u>6,605,269</u>	\$ <u>6,819,151</u>
<b>EXPENDITURES</b>			
General Government	\$ 323,233	\$ 428,635	\$ 490,668
Judicial & Law Enforcement	3,781,168	4,148,936	4,819,625
Education & Recreation	876,360	810,768	854,437
Maintenance - Equipment & Structures	45,936	43,000	211,000
Capital Outlay	630,473	674,185	1,065,218
Total Expenditures	\$ <u>5,657,170</u>	\$ <u>6,105,524</u>	\$ <u>7,440,948</u>
<b>OTHER USES</b>			
Transfers Out	\$ <u>228,011</u>	\$ <u>200,433</u>	\$ <u>174,750</u>
Total Other Uses	\$ <u>228,011</u>	\$ <u>200,433</u>	\$ <u>174,750</u>
Total Appropriations	\$ <u>5,885,181</u>	\$ <u>6,305,957</u>	\$ <u>7,615,698</u>
<b>BEGINNING FUND BALANCE</b>	\$ <u>5,649,388</u>	\$ <u>6,214,849</u>	\$ <u>6,514,161</u>
<b>ENDING AVAILABLE FUND BALANCE</b>	\$ <u><u>6,214,849</u></u>	\$ <u><u>6,514,161</u></u>	\$ <u><u>5,717,614</u></u>

**SPECIAL REVENUE FUNDS  
SUMMARY OF EXPENDITURES BY DIVISION**

<u>Department / Division</u>	<u>ACTUAL 2013-2014</u>	<u>ESTIMATED 2014-2015</u>	<u>APPROVED 2015-2016</u>
<b>General Government</b>			
County Clerk - Records Management	\$ 193,363	\$ 136,800	\$ 137,899
County Clerk - Records Archive	87,568	241,904	285,281
County Records Management	27,395	29,931	39,377
Tax Office Auto Dealer	14,907	20,000	28,111
<b>Total General Government</b>	<b>\$ 323,233</b>	<b>\$ 428,635</b>	<b>\$ 490,668</b>
<b>Judicial &amp; Law Enforcement</b>			
Breath Alcohol Testing	\$ 7,137	\$ 17,127	\$ 15,970
Security Fee	614,556	692,726	654,110
Law Officer Training	20,216	22,300	62,570
SCAAP Grant	-	-	-
D.A.R.E. Contributions	3,717	4,000	8,300
Family Protection Fee Fund	18,000	15,000	15,000
Deputy Sheriff Education	33,541	27,541	25,000
Constable Pct 1 - Education	2,176	1,878	1,500
Constable Pct 2 - Education	-	2,400	1,205
Constable Pct 4 - Education	-	1,000	1,000
Constable Pct 6 - Education	1,202	1,200	1,800
Constable Pct 7 - Education	-	1,000	1,000
Constable Pct 8 - Education	325	1,000	3,564
J.P. Courtroom Technology Fee	1,410	2,000	20,000
District Clerk - Records Management	28,305	21,183	16,983
Justice Court Building Security	-	-	-
Child Abuse Prevention	-	-	500
D.A.'s Forfeiture	64,523	71,925	220,000
Sheriff's Forfeiture	164,449	180,017	182,777
D.A.'s Hot Check	15,665	6,865	37,000
Guardianship Fee	8,403	10,000	20,000
Juvenile Delinquency Prevention	-	-	5,000
County & District Court Technology Fund	209	2,500	2,400
District Court Records Technology Fund	-	-	66,682
Marine Division	1,962,095	2,064,108	2,333,653
ASAP - Constable Pct 8	726,565	753,042	831,155
Sheriff - Spindletop Grant	108,674	173,780	192,110
Sheriff - Spindletop Mental	-	76,344	100,346
<b>Total Judicial &amp; Law Enforcement</b>	<b>\$ 3,781,168</b>	<b>\$ 4,148,936</b>	<b>\$ 4,819,625</b>
<b>Education &amp; Recreation</b>			
Law Library	\$ 1,800	\$ 1,800	\$ 1,800
Hotel Occupancy Tax	874,560	808,968	852,637
<b>Total Education &amp; Recreation</b>	<b>\$ 876,360</b>	<b>\$ 810,768</b>	<b>\$ 854,437</b>
<b>Maintenance - Equipment &amp; Structures</b>			
Lateral Road - Precinct 1	\$ 37,294	\$ 35,000	\$ 55,000
Lateral Road - Precinct 2	-	-	-
Lateral Road - Precinct 3	-	-	140,000
Lateral Road - Precinct 4	8,642	8,000	16,000
<b>Total Maintenance - Equipment &amp; Structures</b>	<b>\$ 45,936</b>	<b>\$ 43,000</b>	<b>\$ 211,000</b>

**SPECIAL REVENUE FUNDS**  
**SUMMARY OF EXPENDITURES BY DIVISION**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
Capital Outlay	\$ <u>630,473</u>	\$ <u>674,185</u>	\$ <u>1,065,218</u>
Special Purpose Funding Transfers Out	\$ <u>228,011</u>	\$ <u>200,433</u>	\$ <u>174,750</u>
	\$ <u>228,011</u>	\$ <u>200,433</u>	\$ <u>174,750</u>
<b>Total Special Fund Expenditures</b>	<b>\$ <u>5,885,181</u></b>	<b>\$ <u>6,305,957</u></b>	<b>\$ <u>7,615,698</u></b>

**SPECIAL REVENUE FUNDS**  
**SUMMARY OF CHANGES IN FUND BALANCE BY FUND**

	<b>ESTIMATED BALANCE 10/1/2015</b>	<b>REVENUES</b>	<b>EXPENDITURES</b>	<b>PROPOSED BALANCE 9/30/2016</b>
Lateral Road - Precinct 1	\$ 47,411	\$ 7,815	\$ 55,000	\$ 226
Lateral Road - Precinct 2	60,373	7,134	50,000	17,507
Lateral Road - Precinct 3	203,762	6,803	140,000	70,565
Lateral Road - Precinct 4	15,176	8,218	16,000	7,394
Breath Alcohol Testing	22,859	10,050	15,970	16,939
Security Fee	388	674,000	674,110	278
Law Library	309	60,000	56,800	3,509
Law Officer Training	299,714	30,600	62,570	267,744
County Clerk - Records Management	680,148	301,200	149,899	831,449
County Clerk - Records Archive	300,957	275,600	285,281	291,276
SCAAP Grant	38,114	17,060	25,000	30,174
County Records Management	597,840	133,700	104,577	626,963
D.A.R.E. Contributions	13,884	3,940	8,300	9,524
Family Protection Fee Fund	16,463	15,011	15,000	16,474
Deputy Sheriff Education	6,563	23,530	25,000	5,093
Constable Pct. 1 - Education	539	1,000	1,500	39
Constable Pct. 2 - Education	2,614	783	1,205	2,192
Constable Pct. 4 - Education	2,403	781	1,000	2,184
Constable Pct. 6 - Education	1,156	842	1,800	198
Constable Pct. 7 - Education	4,186	785	1,000	3,971
Constable Pct. 8 - Education	4,318	1,360	3,564	2,114
Tax Office Auto Dealer	138,577	6,250	98,111	46,716
J.P. Courtroom Technology Fee	530,535	46,250	60,000	516,785
Hotel Occupancy Tax	1,394,820	1,103,000	1,278,337	1,219,483
District Clerk - Records Management	746	17,000	16,983	763
Justice Court Building Security	95,706	10,300	50,000	56,006
Child Abuse Prevention	6,998	1,520	500	8,018
D.A.'s Forfeiture	242,341	80,400	300,000	22,741
Sheriff's Forfeiture	1,228,260	152,500	182,777	1,197,983
D.A.'s Hot Check	59,074	20,000	37,000	42,074
Guardianship Fee	186,924	25,600	20,000	192,524
Juvenile Delinquency Prevention	82,465	270	5,000	77,735
County & District Court Technology Fund	15,815	6,540	12,400	9,955
District Court Records Technology Fund	124,977	30,170	128,000	27,147
Marine Division	-	2,508,403	2,508,403	-
ASAP - Constable Pct 8	-	929,155	929,155	-
Sheriff - Spindletop Grant	87,746	200,235	194,110	93,871
Sheriff - Spindletop Mental	-	101,346	101,346	-
<b>Total</b>	<b>\$ 6,514,161</b>	<b>\$ 6,819,151</b>	<b>\$ 7,615,698</b>	<b>\$ 5,717,614</b>

**SPECIAL REVENUE FUNDS - GENERAL GOVERNMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>County Clerk - Records Management</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	6,300	6,216
Maintenance & Utilities	-	-	-
Miscellaneous Services	193,363	130,500	131,683
Total	<u>\$ 193,363</u>	<u>\$ 136,800</u>	<u>\$ 137,899</u>
<u>County Clerk - Records Archive</u>			
Salaries & Wages	\$ 47,019	\$ 75,096	\$ 104,000
Fringe Benefits	9,524	16,808	26,281
Materials & Supplies	-	5,000	5,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	31,025	145,000	150,000
Total	<u>\$ 87,568</u>	<u>\$ 241,904</u>	<u>\$ 285,281</u>
<u>County Records Management</u>			
Salaries & Wages	\$ 20,175	\$ 20,892	\$ 22,094
Fringe Benefits	5,015	5,280	5,583
Materials & Supplies	1,284	1,100	3,250
Maintenance & Utilities	47	34	100
Miscellaneous Services	874	2,625	8,350
Total	<u>\$ 27,395</u>	<u>\$ 29,931</u>	<u>\$ 39,377</u>
<u>Tax Office Auto Dealer</u>			
Salaries & Wages	\$ -	\$ -	\$ 4,080
Fringe Benefits	-	-	1,031
Materials & Supplies	9,710	10,000	10,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	5,197	10,000	13,000
Total	<u>\$ 14,907</u>	<u>\$ 20,000</u>	<u>\$ 28,111</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Breath Alcohol Testing</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	2,020	4,827	5,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	5,117	12,300	10,970
Total	\$ <u>7,137</u>	\$ <u>17,127</u>	\$ <u>15,970</u>
<u>Security Fee</u>			
Salaries & Wages	\$ 467,502	\$ 527,712	\$ 481,572
Fringe Benefits	139,958	158,664	151,038
Materials & Supplies	7,096	6,350	21,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>614,556</u>	\$ <u>692,726</u>	\$ <u>654,110</u>
<u>Law Officer Training</u>			
Salaries & Wages	\$ -	\$ -	\$ 26,000
Fringe Benefits	-	-	6,570
Materials & Supplies	14,919	17,300	25,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	5,297	5,000	5,000
Total	\$ <u>20,216</u>	\$ <u>22,300</u>	\$ <u>62,570</u>
<u>SCAAP Grant</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
<u>D.A.R.E. Contributions</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	3,717	4,000	8,300
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>3,717</u>	\$ <u>4,000</u>	\$ <u>8,300</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Family Protection Fee Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	18,000	15,000	15,000
Total	<u>\$ 18,000</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>
<u>Deputy Sheriff Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	33,541	27,541	25,000
Total	<u>\$ 33,541</u>	<u>\$ 27,541</u>	<u>\$ 25,000</u>
<u>Constable Pct 1 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,176	1,878	1,500
Total	<u>\$ 2,176</u>	<u>\$ 1,878</u>	<u>\$ 1,500</u>
<u>Constable Pct 2 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	2,400	1,205
Total	<u>\$ -</u>	<u>\$ 2,400</u>	<u>\$ 1,205</u>
<u>Constable Pct 4 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	1,000	1,000
Total	<u>\$ -</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>
<u>Constable Pct 6 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,202	1,200	1,800
Total	<u>\$ 1,202</u>	<u>\$ 1,200</u>	<u>\$ 1,800</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Constable Pct 7 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	1,000	1,000
Total	\$ -	\$ 1,000	\$ 1,000
<u>Constable Pct 8 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	325	1,000	3,564
Total	\$ 325	\$ 1,000	\$ 3,564
<u>J.P. Courtroom Technology Fee</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,410	2,000	20,000
Total	\$ 1,410	\$ 2,000	\$ 20,000
<u>District Clerk - Records Management</u>			
Salaries & Wages	\$ 16,648	\$ 11,400	\$ 10,710
Fringe Benefits	4,116	2,964	2,706
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	7,541	6,819	3,567
Total	\$ 28,305	\$ 21,183	\$ 16,983
<u>Justice Court Building Security</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ -	\$ -	\$ -
<u>Child Abuse Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	500
Total	\$ -	\$ -	\$ 500

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>D.A. Forfeiture</u>			
Salaries & Wages	\$ 56,475	\$ 50,000	\$ 150,000
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	6,139	19,925	35,000
Miscellaneous Services	1,909	2,000	35,000
Total	<u>\$ 64,523</u>	<u>\$ 71,925</u>	<u>\$ 220,000</u>
<u>Sheriff's Forfeiture</u>			
Salaries & Wages	\$ 592	\$ 744	\$ 10,200
Fringe Benefits	153	192	2,577
Materials & Supplies	42,234	11,500	25,000
Maintenance & Utilities	55,157	102,605	135,000
Miscellaneous Services	66,313	64,976	10,000
Total	<u>\$ 164,449</u>	<u>\$ 180,017</u>	<u>\$ 182,777</u>
<u>D.A.'s Hot Check</u>			
Salaries & Wages	\$ 11,373	\$ 4,428	\$ 30,000
Fringe Benefits	-	-	-
Materials & Supplies	2,424	1,000	2,000
Maintenance & Utilities	303	437	1,000
Miscellaneous Services	1,565	1,000	4,000
Total	<u>\$ 15,665</u>	<u>\$ 6,865</u>	<u>\$ 37,000</u>
<u>Guardianship Fee</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	8,403	10,000	20,000
Total	<u>\$ 8,403</u>	<u>\$ 10,000</u>	<u>\$ 20,000</u>
<u>Juvenile Delinquency Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	5,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,000</u>
<u>County &amp; District Court Technology Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	209	2,500	2,400
Total	<u>\$ 209</u>	<u>\$ 2,500</u>	<u>\$ 2,400</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>District Court Records Technology Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	2,295
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	64,387
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 66,682</u>
<u>Marine Division</u>			
Salaries & Wages	\$ 1,116,412	\$ 1,188,420	\$ 1,304,863
Fringe Benefits	532,307	575,340	615,782
Materials & Supplies	173,629	167,708	233,854
Maintenance & Utilities	80,002	78,844	116,790
Miscellaneous Services	59,745	53,796	62,364
Total	<u>\$ 1,962,095</u>	<u>\$ 2,064,108</u>	<u>\$ 2,333,653</u>
<u>ASAP - Constable Pci 8</u>			
Salaries & Wages	\$ 498,525	\$ 515,556	\$ 562,024
Fringe Benefits	211,225	223,848	242,481
Materials & Supplies	5,079	3,774	11,000
Maintenance & Utilities	7,728	6,651	8,000
Miscellaneous Services	4,008	3,213	7,650
Total	<u>\$ 726,565</u>	<u>\$ 753,042</u>	<u>\$ 831,155</u>
<u>Sheriff - Spindletop Grant</u>			
Salaries & Wages	\$ 72,887	\$ 116,976	\$ 127,822
Fringe Benefits	26,709	45,804	52,348
Materials & Supplies	6,832	9,000	9,440
Maintenance & Utilities	113	-	-
Miscellaneous Services	2,133	2,000	2,500
Total	<u>\$ 108,674</u>	<u>\$ 173,780</u>	<u>\$ 192,110</u>
<u>Sheriff - Spindletop Mental</u>			
Salaries & Wages	\$ -	\$ 49,884	\$ 62,855
Fringe Benefits	-	20,460	28,741
Materials & Supplies	-	5,000	7,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	1,000	1,250
Total	<u>\$ -</u>	<u>\$ 76,344</u>	<u>\$ 100,346</u>

**SPECIAL REVENUE FUNDS - EDUCATION & RECREATION**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Law Library</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,800	1,800	1,800
Total	\$ <u>1,800</u>	\$ <u>1,800</u>	\$ <u>1,800</u>
<u>Hotel Occupancy Tax</u>			
Salaries & Wages	\$ 242,722	\$ 240,708	\$ 284,077
Fringe Benefits	103,562	115,308	130,467
Materials & Supplies	13,958	9,840	17,248
Maintenance & Utilities	34,530	31,978	38,500
Miscellaneous Services	479,788	411,134	382,345
Total	\$ <u>874,560</u>	\$ <u>808,968</u>	\$ <u>852,637</u>

**SPECIAL REVENUE FUNDS - MAINTENANCE - EQUIPMENT & STRUCTURES**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<u>Lateral Road - Precinct 1</u>			
Materials & Supplies	\$ 37,294	\$ 35,000	\$ 55,000
Total	<u>\$ 37,294</u>	<u>\$ 35,000</u>	<u>\$ 55,000</u>
<u>Lateral Road - Precinct 2</u>			
Materials & Supplies	\$ -	\$ -	\$ -
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>Lateral Road - Precinct 3</u>			
Materials & Supplies	\$ -	\$ -	\$ 140,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 140,000</u>
<u>Lateral Road - Precinct 4</u>			
Materials & Supplies	\$ 8,642	\$ 8,000	\$ 16,000
Total	<u>\$ 8,642</u>	<u>\$ 8,000</u>	<u>\$ 16,000</u>

**CAPITAL OUTLAY  
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<b><u>DEPARTMENTS</u></b>			
County Clerk - Records Management	\$ 35,677	\$ 18,427	\$ 12,000
County Clerk - Records Archive	-	-	-
County Records Management	74,431	75,000	65,200
Tax Office Auto Dealer	33,411	-	70,000
Breath Alcohol Testing	-	1,705	-
Security Fee	6,184	15,000	20,000
Bail Bond Board	-	-	-
Law Officer Training	-	-	-
SCAAP Grant	43,084	-	25,000
D.A.R.E. Contributions	-	-	-
Family Protection Fee Fund	-	-	-
Deputy Sheriff Education	-	-	-
Constable Pct 1 - Education	-	-	-
Constable Pct 2 - Education	-	-	-
Constable Pct 4 - Education	-	-	-
Constable Pct 6 - Education	-	-	-
Constable Pct 7 - Education	-	-	-
Constable Pct 8 - Education	-	-	-
J.P. Courtroom Technology Fee	10,473	20,000	40,000
District Clerk - Records Management	586	-	-
Justice Court Building Security	-	-	50,000
Child Abuse Prevention	-	-	-
D.A.'s Forfeiture	18,135	22,500	80,000
Sheriff's Forfeiture	147,615	172,318	-
D.A.'s Hot Check	-	-	-
Guardianship Fee	-	-	-
Juvenile Delinquency Prevention	-	-	-
County & District Court Technology Fund	4,579	1,200	10,000
District Court Records Technology Fund	-	-	61,318
Marine Division	41,720	49,416	-
ASAP - Constable Pct 8	26,013	-	98,000
Sheriff - Spindletop Grant	34,339	35,883	2,000
Sheriff - Spindletop Mental	-	29,161	1,000
Law Library	154,226	60,000	55,000
Hotel Occupancy Tax	-	173,575	425,700
Lateral Road - Precinct 1	-	-	-
Lateral Road - Precinct 2	-	-	50,000
Lateral Road - Precinct 3	-	-	-
Lateral Road - Precinct 4	-	-	-
<b>Total Capital Outlay</b>	<b>\$ 630,473</b>	<b>\$ 674,185</b>	<b>\$ 1,065,218</b>

**SPECIAL REVENUE FUNDS - SPECIAL PURPOSE FUNDING**  
**DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2013-2014</u>	<u>ESTIMATED</u> <u>2014-2015</u>	<u>APPROVED</u> <u>2015-2016</u>
<b><u>DEPARTMENTS</u></b>			
Transfers Out			
Sheriff's Forfeiture	\$ 165,303	\$ 18,000	\$ -
Marine Division	12,708	18,000	174,750
Hotel Occupancy Tax	<u>50,000</u>	<u>164,433</u>	<u>-</u>
 Total Transfers Out	 <u>\$ 228,011</u>	 <u>\$ 200,433</u>	 <u>\$ 174,750</u>

# CAPITAL PROJECTS

## CAPITAL PROJECTS

2015-2016

	BUDGETED		ACTUAL		
	2015-2016	FYTD 2014-2015	2013-2014	2012-2013	2011-2012
Courthouse Restoration	\$ 1,308,539	\$ 5,100,879	\$ 374,839	\$ 16,233	\$ 851,893
Shoreline Protection Pleasure Island	250,000	-	-	-	-
Sabine to Galveston Six County Coalition	35,375	-	73	-	11,082
Sabine to Galveston Shoreline Protection	84,655	25,345	-	-	-
Beach Erosion and Dune Restoration	48,244	26,844	80,030	-	1,080
Labelle Road	1,380,833	677	-	43,301	30,835
Sulphur Plant Road	74,555	-	-	-	-
Storm Water Permitting	15,000	13,858	10,944	13,979	13,408
Security Measures-Mid County/Port Arthur	40,000	-	-	-	-
Ford Park 2014/2015	38,597	12,453	-	-	-
Ford Park Parking Lot	200,000	-	-	-	-
Siphon Project	1,036,448	363,819	-	-	-
Voting System Annual Payment	370,000	-	-	-	-
Juvenile Roof Replacement	50,000	-	-	-	-
Elevator Repair - Downtown Jail	300,000	-	-	-	-
Subcourthouse Bathroom/Foundation Repair	30,000	-	-	-	-
<b>Total Capital Projects</b>	<b>\$ 5,262,246</b>	<b>\$ 5,543,875</b>	<b>\$ 465,886</b>	<b>\$ 73,513</b>	<b>\$ 908,298</b>

## **CAPITAL PROJECTS 2015-2016**

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### **Courthouse Restoration**

This project is part of the County's long term plan to restore the Historical Courthouse. The 2015-2016 funding of \$1,308,539 is the available funding to complete the restoration of the Commissioners Courtroom and the 317<sup>th</sup> District Courtroom. A portion of this balance will also be available to complete the Phase V repairs to the Courthouse interior and HVAC system. Additional phases to this restoration project will likely come from utilization of available fund balance.

**Shoreline Protection -** The next four projects emphasize the County's commitment to Shoreline Protection for the County's natural resources. The County's shorelines are an important component to the natural resources that citizens and visitors of the County enjoy. The protection of freshwater marshes from saltwater intrusion is necessary for the marshes continued viability.

### **Shoreline Protection Pleasure Island**

The Pleasure Island shoreline has suffered significant erosion as the result of shipping traffic along the inter-coastal canal. The storm surge from Hurricane Ike accelerated that erosion. This project consists of funding for the construction of bulkheads on Pleasure Island. This project is a carry-over from prior budgets with \$250,000 available in funding.

### **Sabine to Galveston Six County Coalition**

This project consists of travel and engineering expenses related to the Sabine to Galveston Shoreline Protection plan. A six county coalition made up of Jefferson, Orange, Chambers, Harris, and Brazoria, and Galveston County will be utilized to pursue Federal funding for beach erosion repairs for the upper Texas coastline. Funding in the amount of \$35,375 is budgeted for 2015-2016.

### **Sabine to Galveston Shoreline Protection**

Project consists of continued funding for the Sabine Pass to Galveston Shoreline Protection Feasibility Study. The County has partnered with Galveston and the Corps of Engineers, to study what steps are necessary to slow down erosion along the upper Texas Gulf Coast. The available funding for this project is \$84,655 which comes from prior year transfers from the General Fund. This project is being put on hold until the effect of the storm surge from Hurricane Ike can be factored into the erosion models.

### **Beach Erosion and Dune Restoration**

This project consists of engineering services to analyze the damages to the shoreline and dunes as a result of the storm surge from Hurricane Ike. Engineers will provide detailed analysis to aid the County in securing funding for large scale dune restoration from Sabine Pass to High Island. This project has carry-over funding in the amount of \$48,244 to complete this analysis.

### **Labelle Road**

The County has been acquiring right of way along Labelle Road from State Highway 124 to FM 365. This right of way acquisition is necessary for the widening and realignment of Labelle Road as it intersects with State Highway 124. The County will partner with Texas Department of Transportation to fund the reconstruction of this roadway. Funding of \$1,380,833 is allocated to complete this project.

### **Sulphur Plant Road**

This project consists of rehabilitation of Sulphur Plant road located in Precinct 4. Funds in the amount of \$74,555 which were transferred from Road and Bridge Precinct # 4 in prior years are available to complete this project.

### **Storm Water Permitting**

This project is for engineering cost associated with the Storm Water Permitting Project. This project will complete our Storm Water Pollution Plan to be approved by the State of Texas. Funding in the amount of \$15,000 is available for 2015-2016.

### **Security Measures-Mid County/Port Arthur**

This project is for enhanced security measures at the Mid County and Port Arthur offices as part of the County's commitment to provide a safer work environment. Funding of \$40,000 from prior year transfer from the General Fund is available for 2015-2016.

### **Ford Park 2014/2015**

This project is will provide funding for repairs to seating and lighting in the Arena/Exhibit Hall and safety netting for the ball fields. All of the funding for these expenditures has already been transferred from the General Fund and will not

require any additional funding for the 2015-2016 fiscal year. Funding in the amount of \$38,597 is available for 2015-2016.

### **Ford Park Parking Lot**

This project is estimated to create 550 additional parking spaces at Ford Park. All of the funding for these expenditures has already been transferred from the General Fund and will not require any additional funding for the 2015-2016 fiscal year. Funding in the amount of \$200,000 is available for 2015-2016.

### **Siphon Project**

This project is part of the Salt Bayou Marsh Restoration Plan to place a siphon in the southern part of the County marsh to allow for more freshwater flow and push out saltwater. This will allow for stronger regrowth of the marsh. Funding for this project is a combination of County and Texas Parks and Wildlife Grant funds. Funding in the amount of \$1,036,448 is available for 2015-2016.

### **Voting System Annual Payment**

This project will track the annual lease payments required for the purchase of the new electronic voting system. Funding in the amount of \$370,000 is available for 2015-2016.

### **Juvenile Roof Replacement**

This project will track the cost of the roof replacement at the Minnie Rogers Juvenile Justice Center. Funding in the amount of \$50,000 is available for 2015-2016.

### **Elevator Repair-Downtown Jail**

This project is to allocate funding and track the expenditures required to repair and upgrade the elevator controls at the Downtown Jail Facility. Funding in the amount of \$300,000 is available for 2015-2016.

### **Subcourthouse Bathroom/Foundation Repair**

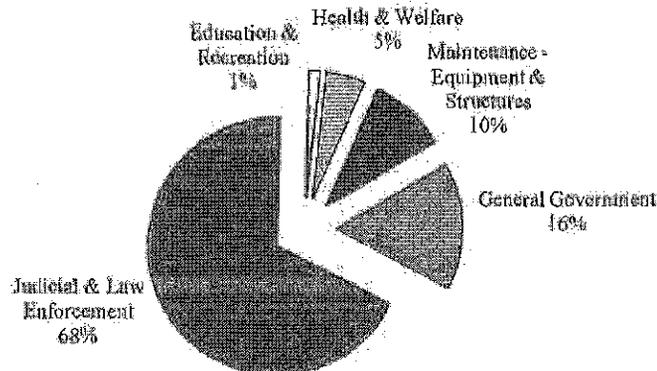
Project consists of repairs to Port Arthur Subcourthouse foundation along with bathroom repairs that will be required after the foundation is leveled. Funding in the amount of \$30,000 is available for 2015-2016.

# MISCELLANEOUS

**PERSONNEL SCHEDULES**  
**BUDGETED FUNDS - SUMMARY BY DEPARTMENT**  
**FULL TIME AUTHORIZED POSITIONS**

	Fiscal Year		
	2013-2014	2014-2015	2015-2016
<b>GENERAL FUND</b>			
General Government	159	160	160
Judicial & Law Enforcement	648	651	651
Education & Recreation	7	7	8
Health & Welfare	50	50	50
Maintenance - Equipment & Structures	102	101	101
	<u>966</u>	<u>969</u>	<u>970</u>
<b>SPECIAL REVENUE FUNDS</b>			
General Government	-	-	-
Judicial & Law Enforcement	28	30	31
Education & Recreation	5	5	5
Health & Welfare	-	-	-
Maintenance - Equipment & Structures	-	-	-
	<u>33</u>	<u>35</u>	<u>36</u>
<b>TOTAL BUDGETED FUNDS</b>			
General Government	159	160	160
Judicial & Law Enforcement	676	681	682
Education & Recreation	12	12	13
Health & Welfare	50	50	50
Maintenance - Equipment & Structures	102	101	101
	<u>999</u>	<u>1,004</u>	<u>1,006</u>

**FY 2015-2016 Personnel**



**PERSONNEL SCHEDULES**  
**COMPENSATION PLAN**

Grade	Classified (CCG)	
	Minimum	Maximum
27	19,848	29,772
28	20,343	30,516
29	20,852	31,277
30	21,374	32,061
31	21,908	32,862
32	22,456	33,683
33	23,019	34,526
34	23,594	35,388
35	24,183	36,275
36	24,786	37,181
37	25,406	38,111
38	26,044	39,063
39	26,693	40,040
40	27,362	41,040
41	28,045	42,067
42	28,747	43,119
43	29,464	44,197
44	30,201	45,302
45	30,955	46,434
46	31,729	47,594
47	32,523	48,784
48	33,336	50,003
49	34,170	51,254
50	35,023	52,535
51	35,900	53,849
52	36,795	55,194
53	37,717	56,574
54	38,660	57,990
55	39,627	59,438
56	40,616	60,925
57	41,632	62,447
58	42,673	64,009
59	43,741	65,610
60	44,832	67,249
61	45,952	68,931
62	47,105	70,653
63	48,280	72,421
64	49,488	74,231
65	50,724	76,087
66	51,992	77,990
67	53,292	79,939
68	54,624	81,937
69	55,989	83,987
70	57,391	86,085
71	58,825	88,237
72	60,296	90,443
73	61,803	92,705
74	63,349	95,023
75	64,931	97,397
76	66,555	99,831
77	68,219	102,329
78	69,924	104,888
79	71,672	107,509
80	73,464	110,198
81	75,302	112,952
82	77,184	115,776
83	79,112	118,670
84	81,092	121,635
85	83,118	124,679
86	85,197	127,793
87	87,327	130,989
88	89,510	134,264
89	91,747	137,621
90	94,041	141,060

Grade	Classified (CCG) (continued)	
	Minimum	Maximum
91	96,391	144,586
92	98,800	148,203
93	101,273	151,907
94	103,802	155,704

Other Un-Classified (OTH)		
Grade	Minimum	Maximum
I	10,000	175,000

Elected Official (ELE)		
Grade	Minimum	Maximum
I	9,000	175,000

Constable's Contract per Hour (CON)		
Step	Minimum	Maximum
1	24,1590	24,1590
2	25,5385	25,5385
3	26,6348	26,6348
4	27,7308	27,7308
5	28,7121	28,7121
6	29,7021	29,7021
7	30,5858	30,5858
8	31,4878	31,4878
10	37,2425	37,2425

Law Enforcement Contract per Hour (CLE)		
Step	Minimum	Maximum
1	23,1614	23,1614
2	25,7142	25,7142
3	26,8198	26,8198
4	27,9251	27,9251
5	28,9045	28,9045
6	29,9022	29,9022
7	30,8013	30,8013
8	31,2595	31,2595
45	32,7247	32,7247
46	34,3242	34,3242
47	38,6204	38,6204
48	42,3685	42,3685
65	33,3792	33,3792
66	35,0107	35,0107

Detention Contract per Hour (CL2)		
Step	Minimum	Maximum
1	16,9606	16,9606
2	19,3528	19,3528
3	20,6772	20,6772
4	21,6870	21,6870
5	23,2100	23,2100
6	23,6819	23,6819
7	24,3937	24,3937
8	24,7580	24,7580
45	30,1383	30,1383
46	31,6115	31,6115
47	35,5680	35,5680
48	39,0200	39,0200
65	30,7411	30,7411
66	32,2437	32,2437

**PERSONNEL SCHEDULES**  
**BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION**  
**FULL TIME AUTHORIZED POSITIONS**

	<u>Grade</u>		<u>FTE</u>
	ELE	1	
<b><u>Elected Official</u></b>			39
<b><u>Clerical, Administrative &amp; Fiscal</u></b>			
OFFICE ASSISTANT	CCG	34	2
RECEPTIONIST/CLERK	CCG	34	8
OFFICE SPECIALIST	CCG	38	24
SENIOR OFFICE SPECIALIST	CCG	43	16
ADMINISTRATIVE OFFICE SPECIALIST	CCG	46	6
OFFICE MANAGER	CCG	51	1
ELECTIONS MANAGER	CCG	64	1
ADMINISTRATIVE OPERATIONS MANAGER	CCG	59	6
DEPUTY COUNTY CLERK	CCG	40	15
SENIOR DEPUTY COUNTY CLERK	CCG	43	10
ADMINISTRATIVE DEPUTY COUNTY CLERK	CCG	53	2
CHIEF DEPUTY COUNTY CLERK	CCG	65	1
COUNTY CLERK ADMINISTRATOR	CCG	61	1
SECRETARY	CCG	38	13
SENIOR SECRETARY	CCG	45	13
ADMINISTRATIVE SECRETARY	CCG	50	15
ACCOUNT CLERK	CCG	40	44
SENIOR ACCOUNT CLERK	CCG	43	8
ACCOUNTING TECHNICIAN	CCG	53	6
COURT CLERK	CCG	40	6
SENIOR COURT CLERK	CCG	43	14
ADMINISTRATIVE AID TO COUNTY JUDGE	CCG	53	1
COURT COORDINATOR	CCG	53	21
ASSOCIATE COURT ADMINISTRATOR	CCG	53	11
CHIEF APPELLATE/WRIT DIVISION ASSISTANT	CCG	53	1
COORDINATOR/INDIGENT DEFENSE	CCG	53	1
DEPUTY DISTRICT CLERK	CCG	40	15
ADMINISTRATIVE DEPUTY DISTRICT CLERK	CCG	53	3
CHIEF DEPUTY DISTRICT CLERK	CCG	65	1
SENIOR DEPUTY DISTRICT CLERK	CCG	43	2
SENIOR BUYER	CCG	49	2
ASSISTANT PURCHASING AGENT	CCG	61	1
PURCHASING AGENT	CCG	75	1
CONTRACT SPECIALIST	CCG	55	1
COMPUTER SERVICES TECHNICIAN/OPERATOR	CCG	49	1
PERSONAL COMPUTER TECHNICIAN	CCG	49	5
PERSONAL COMPUTER TECHNICIAN II	CCG	52	1
ANALYST/PROGRAMMER	CCG	62	2
PROGRAMMER/ANALYST	CCG	65	3

**PERSONNEL SCHEDULES**  
**BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION**  
**FULL TIME AUTHORIZED POSITIONS**

	<u>Grade</u>	<u>FTE</u>
SENIOR PROGRAMMER/ANALYST	CCG 70	2
COMPUTER SYSTEMS ADMINISTRATOR	CCG 68	3
SYSTEMS ANALYST	CCG 66	1
ASSISTANT DIRECTOR OF MIS	CCG 79	1
DIRECTOR OF MIS	CCG 86	1
FINANCIAL TECHNICIANS	CCG 48	6
FINANCIAL ANALYST	CCG 59	3
FINANCIAL MANAGER	CCG 71	4
CHIEF DEPUTY TAX ASSESSOR	CCG 69	1
CHIEF DEPUTY COUNTY TREASURER	CCG 54	1
1ST ASSISTANT COUNTY AUDITOR	CCG 79	1
COUNTY AUDITOR	CCG 91	1
BENEFITS MANAGER	CCG 69	1
SENIOR BENEFITS ANALYST	CCG 56	2
HUMAN RESOURCE ASSISTANT	CCG 45	1
EMP RELATIONS/COMPENSATION MGR	CCG 66	1
DIRECTOR OF HR & RISK MANAGEMENT	CCG 88	1
SENIOR PERSONNEL SPECIALIST	CCG 56	1
VOTING ASSISTANTS	CCG 41	2
<b><u>Law Enforcement</u></b>		
TELECOMMUNICATOR	CCG 42	9
SENIOR TELECOMMUNICATOR	CCG 46	1
TELECOMMUNICATION SENIOR SUPERVISOR	CCG 54	1
ASSISTANT EMERGENCY MANAGEMENT COORDINATOR	CCG 57	1
ASSISTANT CHIEF DEPUTY SHERIFF	CCG 71	1
CHIEF DEPUTY SHERIFF	CCG 77	4
JUVENILE DETENTION OFFICER	CCG 42	13
LEAD JUVENILE DETENTION OFFICE	CCG 50	4
JUVENILE DETENTION SUPERINTENDENT	CCG 70	1
COOK	CCG 31	1
CRIME LAB TECHNICIAN	CCG 48	2
FORENSIC SCIENTISTS	CCG 68	8
DIRECTOR OF CRIME LAB	CCG 72	1
<b><u>Labor, Trades &amp; Maintenance</u></b>		
ASSISTANT BUILDING MAINTENANCE SUPERVISOR	CCG 54	1
SIGN FABRICATOR	CCG 42	1
PAINTER	CCG 46	3
CARPENTER	CCG 55	3
PLUMBER	CCG 56	2
HEATING, VENT & AC MECHANIC	CCG 57	3
WELDER	CCG 50	1

**PERSONNEL SCHEDULES**  
**BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION**  
**FULL TIME AUTHORIZED POSITIONS**

	<u>Grade</u>	<u>FTE</u>
ELECTRICIAN	CCG 58	1
LEAD PRINTER	CCG 49	1
UTILITY MAINT. WORKER/MULTICRAFT	CCG 40	9
UTILITY MAINT. WORKER - ST&HWY	CCG 44	4
MAINTENANCE TECHNICIAN	CCG 52	1
VAN DRIVER	CCG 36	2
EQUIP OPERATOR/MAINT. WORKER	CCG 47	11
SENIOR EQUIP OPERATOR/MAINT. WORKER	CCG 52	20
AUTOMOBILE MECHANIC	CCG 48	3
HEAVY EQUIPMENT MECHANIC	CCG 53	5
DIRECTOR OF SERVICE CENTER	CCG 59	1
ELECTIONS WAREHOUSE SUPERVISOR	CCG 56	1
GROUNDSKEEPER	CCG 32	1
BUILDING MAINTENANCE SUPERVISOR	CCG 58	2
SUPERINTENDENT OF BUILDING MAINTENANCE	CCG 62	1
DIRECTOR OF BUILDING MAINTENANCE	CCG 69	1
ROAD FOREMAN	CCG 56	6
ASSISTANT SUPERINTENDENT	CCG 58	3
PRECINCT ROAD SUPERINTENDENT	CCG 69	4
ENGINEERING SPECIALIST	CCG 62	6
ENGINEERING SUPERINTENDENT	CCG 71	1
DIRECTOR OF ENGINEERING	CCG 86	1
AIRCRAFT MECHANIC	CCG 62	1
PILOT/AIRCRAFT MECHANIC	CCG 63	2
CHIEF PILOT/AIRCRAFT MECHANIC	CCG 67	1
HERBICIDE APPL & MAINT WORKER	CCG 42	2
PESTICIDE APPL & MAINT WORKER	CCG 42	2
PESTICIDE APPL & VOTING MACHINE TECH	CCG 43	1
MOSQUITO CONTROL OPERATIONS FOREMAN	CCG 52	2
ENTOMOLOGIST	CCG 62	1
DIRECTOR OF MOSQUITO CONTROL	CCG 75	1
<b><u>Nursing &amp; Public Health</u></b>		
PUBLIC HEALTH NURSE	CCG 63	4
ADMINISTRATIVE CLINICAL COORDINATOR/LVN	CCG 56	1
PUBLIC HEALTH NURSING SUPERVISOR	CCG 65	2
PHARMACIST	CCG 89	1
NURSE PRACTITIONER	CCG 80	1
MEDICAL ASSISTANT	CCG 41	1
PHARMACY TECHNICIAN	CCG 36	1
CONTRACT MONITOR/HEALTH SERVICES ADMINISTRATOR	CCG 52	1
ADMINISTRATIVE DIRECTOR OF H&W	CCG 72	1

**PERSONNEL SCHEDULES**  
**BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION**  
**FULL TIME AUTHORIZED POSITIONS**

	<u>Grade</u>		<u>FTE</u>
ENVIRONMENTAL HEALTH INSPECTOR	CCG	52	2
DIRECTOR OF ENVIRONMENTAL CONTROL	CCG	66	1
<b><u>Human &amp; Social Services</u></b>			
JUVENILE PROBATION OFFICER	CCG	51	9
JUVENILE CASEWORK SUPERVISOR	CCG	61	4
JUVENILE CASEWORK MANAGER	CCG	67	2
WELFARE CASEWORKER	CCG	49	6
WELFARE CASEWORK SUPERVISOR	CCG	58	2
VETERANS SERVICE SUPERVISOR	CCG	49	1
VETERANS COUNTY SERVICE OFFICER	CCG	60	1
DIRECTOR OF JUV PROB & DETENTION	CCG	85	1
DIRECTOR OF VISITOR'S CENTER	CCG	62	1
SENIOR MEDIATION SUPERVISOR/CASE MANAGER	CCG	53	1
CASE COORDINATOR	CCG	38	1
DIRECTOR OF DISPUTE RESOLUTION	CCG	69	1
<b><u>Other Un-Classified or Contract</u></b>			
DETENTION OFFICER	CL2	1-8	220
BAILIFF	CLE	1-8	7
SHERIFF'S DEPUTY	CLE	1-8	81
UNION ADMIN ASSISTANT	CLE	45	7
SERGEANT	CL2/CLE	45	18
LIEUTENANT	CL2/CLE	46	18
CAPTAIN	CL2/CLE	47	7
MAJOR	CL2/CLE	48	3
CONSTABLE DEPUTY	CON	1-10	23
ASSOCIATE JUDGE	OTH	1	1
ATTORNEY	OTH	1	29
FORENSIC ACCOUNTANT	OTH	1	1
INVESTIGATOR ASSISTANT	OTH	1	1
INVESTIGATOR	OTH	1	4
EXECUTIVE ASSISTANT	OTH	1	2
ASSISTANT TO COUNTY JUDGE	OTH	1	1
COURT REPORTER	OTH	1	14
EMERGENCY MANAGEMENT COORDINATOR	OTH	1	1
AGRICULTURE EXTENSION AGENT	OTH	1	5
<b>Total</b>			<u><u>1,006</u></u>

**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

**ELECTED COUNTY OFFICIALS**

<u>Commissioners' Court</u>	<u>Length of Service</u>	<u>Term Expires</u>
Jeff Branick, County Judge	4 Years	12/31/2018
William "Eddie" Arnold, Commissioner, Pct. 1	10 Years	12/31/2016
Brent Weaver, Commissioner, Pct. 2	4 Years	12/31/2018
Michael "Shane" Sinegal, Commissioner, Pct. 3	6 Years	12/31/2016
Everette "Bo" Alfred, Commissioner, Pct. 4	12 Years	12/31/2018

**OTHER ELECTED COUNTY OFFICIALS**

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>	<u>Term Expires</u>
Carolyn Guidry	County Clerk	10 Years	12/31/2018
Robert "Bob" Wortham	District Attorney	< 1 Year	12/31/2018
Allison Getz	Tax Assessor Collector	< 1 Year	12/31/2016
Jonathan "Tim" Funchess	County Treasurer	4 Years	12/31/2018
George "Mitch" Woods	Sheriff	18 Years	12/31/2016
Jamie Smith	District Clerk	< 1 Year	12/31/2018
Kenneth Dollinger	Justice of the Peace Pct. 1 Pl. 1	18 Years	12/31/2016
Nancy Beaulieu	Justice of the Peace Pct. 1 Pl. 2	4 Years	12/31/2018
Marcus DeRouen	Justice of the Peace Pct. 2	4 Years	12/31/2018
Ray Chesson	Justice of the Peace Pct. 4	18 Years	12/31/2018
Ransom "Duce" Jones	Justice of the Peace Pct. 6	8 Years	12/31/2018
James Burnett	Justice of the Peace Pct. 7	12 Years	12/31/2018
Tom Gillam	Justice of the Peace Pct. 8	13 Years	12/31/2018
Coley "Nick" Saleme	Constable Pct. 1	2 Year	12/31/2016
Christopher Bates	Constable Pct. 2	2 Year	12/31/2016
James Trahan	Constable Pct. 4	10 Years	12/31/2016
Dana Baker	Constable Pct. 6	2 Year	12/31/2016
Jeffrey Greenway	Constable Pct. 7	18 Years	12/31/2016
Eddie Collins	Constable Pct. 8	22 Years	12/31/2016
Gerald Eddins	Judge, County Court at Law #1	2 Year	12/31/2016
Cory Crenshaw	Judge, County Court at Law #2	< 1 Year	12/31/2016
Clint Woods	Judge, County Court at Law #3	< 1 Year	12/31/2018
John Stevens	Judge, Criminal District Court	8 Years	12/31/2018
Jayne "Raquel" West	Judge, 252nd District Court	< 1 Year	12/31/2018
Wayne "Kent" Walston	Judge, 58th District Court	< 1 Year	12/31/2018
James "Gary" Sanderson	Judge, 60th District Court	37 Years	12/31/2016
Milton Shuffield	Judge, 136th District Court	20 Years	12/31/2016
Donald Floyd	Judge, 172nd District Court	31 Years	12/31/2018
Jeffrey "Randy" Shelton	Judge, 279th District Court	8 Years	12/31/2018
Lawrence Thorne	Judge, 317th District Court	16 Years	12/31/2018

**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

**APPOINTED OFFICIALS**

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>	<u>Term Expires</u>
James "Patrick" Swain	County Auditor	19 Years	12/31/2016
Deborah Clark	Purchasing Agent	6 Years	12/31/2016
Don Rao	Engineering	4 Years	
Starla Garlick	Agricultural Extension Service	7 Years	
Alex Rupp	Airport	2 Years	
Robert "David" Fontenot	Service Center	26 Years	
	Buildings Maintenance -		
John "David" Knight	Beaumont	2 Years	
	Buildings Maintenance - Port		
Mark Benard	Arthur	18 Years	
Larry Gist	Court Master	18 Years	
Paul Helegda	MIS	17 Years	
Kara Hawthorn	Dispute Resolution Center	4 Years	
Gregory Fountain	Emergency Management	8 Years	
Michael Melancon	Environmental Control	19 Years	
Dr. A.C. Walkes	Health and Welfare Units	26 Years	
Leslie Little	Nurse Practitioner	4 Years	
	Human Resources & Risk		
Cary Erickson	Management	22 Years	
Edward Cockrell	Juvenile Probation & Detention	4 Years	
Kevin Sexton	Mosquito Control	5 Years	
Hilary Guest	Veterans Services Offices	13 Years	

**CONSULTANTS AND ADVISORS**

Certified Public Accountants	Pattillo, Brown & Hill, LLP Waco, Texas
Co-Bond Counsel	Creighton, Fox, Johnson & Mills PLLC and Germer PLLC Beaumont, Texas
Financial Advisor	U.S. Capital Advisors, Houston, Texas

**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

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**Date of Creation**                      1836

**Date of Organization**                1837

**Location**

Upper Texas Coast

Component of Beaumont-Port Arthur MSA

**County Seat**

Beaumont, Texas

**Economy Base**

Petroleum refining

Production and processing of petrochemicals

Fabrication of steel and steel products

Shipping activity

Manufacture of wood, pulp, food, and feed products

Agriculture

Health care services

**Land Area (A)**                              876.3 square miles

**Maintained Roads**                        368.68

**Bond Rating**                                "Aa2" Moody's Investors Service, Inc.  
 "AA-" Standard & Poor's Ratings Services

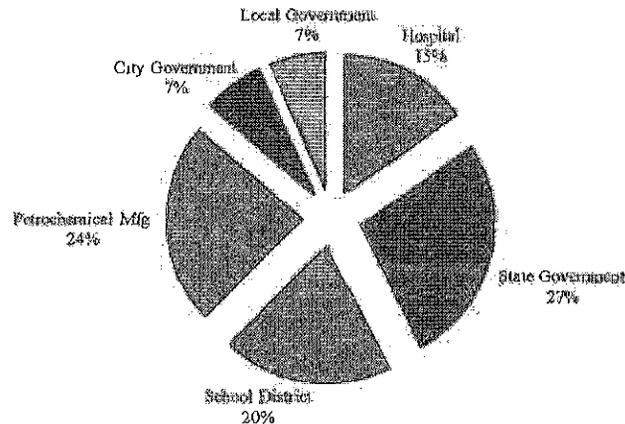
**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

**Employment Statistics (A)**

<u>Fiscal Year</u>	<u>Civilian Labor Force</u>	<u>Total Employment</u>	<u>Total Unemployment</u>	<u>Percent Unemployment</u>
2006	111,888	105,151	6,737	6.0%
2007	112,121	106,045	6,076	5.4%
2008	113,774	106,314	7,460	6.6%
2009	115,438	104,421	11,017	9.5%
2010	113,217	100,371	12,846	11.3%
2011	115,366	102,233	13,133	11.4%
2012	113,657	101,130	12,527	11.0%
2013	111,604	99,594	12,010	10.8%
2014	111,452	102,266	9,186	8.2%
2015 (B)	111,493	104,119	7,374	6.6%

**Top Ten Major Employers County (C)**

<u>Company</u>	<u>Industry</u>	<u>Employees</u>
State of Texas	State Government	5,000
Beaumont ISD	School District	2,385
Exxon Mobil Oil Corporation	Petrochemical Mfg.	2,000
Christus Health Southeast Texas	Hospital	1,734
Motiva Enterprises	Petrochemical Mfg.	1,575
City of Beaumont	City Government	1,321
Port Arthur ISD	School District	1,274
Jefferson County	Local Government	1,206
Memorial Hermann Baptist Hospital	Hospital	1,100
Valero	Petrochemical Mfg.	829



(A) Source: Labor Market Statistics - Texas Workforce Commission

(B) Average through end of July, 2015 (not finalized).

(C) Source: Local surveys

**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

**Population (A)**

<u>Year</u>	<u>County</u>	<u>City of Beaumont</u>	<u>City of Port Arthur</u>	<u>Beaumont- Port Arthur MSA</u>
1960	245,659	119,175	66,676	306,016
1970	246,402	117,548	57,371	347,568
1980	250,938	118,102	61,195	375,497
1990	239,397	114,323	58,724	361,226
2000	252,051	113,866	57,755	385,090
2010	252,273	118,296	53,818	388,745
Current Estimate	252,235	117,585	54,548	391,289

**Demographics**

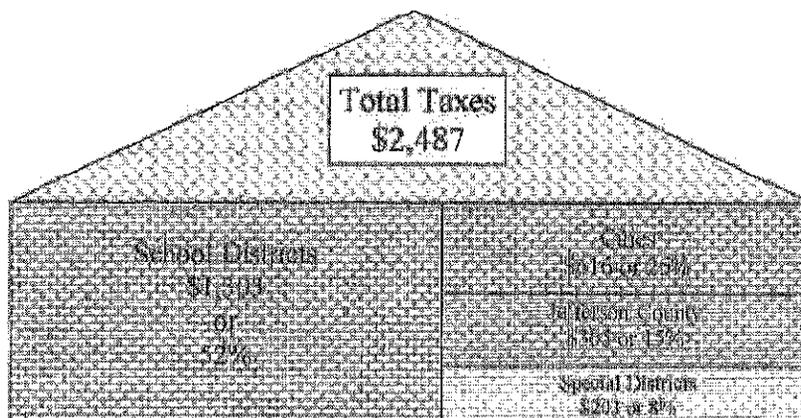
<u>Fiscal Year</u>	<u>Population (a)</u>	<u>Per Capita Personal Income (b)</u>	<u>Median Age (a)</u>	<u>School Enrollment (a)</u>
2006	247,571	\$ 27,689	36.5	62,002
2007	243,914	\$ 29,324	36.4	59,776
2008	241,975	\$ 31,756	36.7	62,290
2009	242,142	\$ 33,795	36.5	61,721
2010	252,273	\$ 33,071	35.6	62,433
2011	252,273	\$ 37,139	36.0	63,371
2012	252,802	\$ 38,712	35.9	63,371
2013	251,813	\$ 38,357	36.0	63,433
2014	252,157	\$ 39,958	35.9	63,350

(A) Source: <http://www.census.gov>

(B) Source: Texas Workforce Commission

**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

**Property Tax Analysis for a \$100,000 Home in Tax Year 2014 (A)**



County taxes for fiscal year 2014-2015 and fiscal year 2015-2016 for a \$100,000 home would be \$365.00 based on the property tax rate of .365¢ per \$100 valuation.

**Ten Year History of Abated Property Tax Values (B)**

<u>Tax Year</u>	<u># of Companies</u>	<u>Value Loss Due to Abatement</u>	<u>Tax Loss</u>	<u>Tax Rate</u>
2005	12	1,380,269,700	\$ 5,866,146	0.00425
2006	12	1,616,254,070	6,465,015	0.00400
2007	14	1,814,398,530	7,076,154	0.00390
2008	15	2,129,196,020	7,771,565	0.00365
2009	12	923,906,330	3,372,258	0.00365
2010	13	790,191,580	2,884,199	0.00365
2011	11	766,817,130	2,798,883	0.00365
2012	9	1,196,539,640	4,367,370	0.00365
2013	9	1,877,188,020	6,851,736	0.00365
2014	7	1,314,464,896	4,797,797	0.00365
			<u>\$ 52,251,124</u>	

(A) Source: <http://www.jcad.org>

(B) Source: [http://www.jcad.org/reports\\_abate.aspx](http://www.jcad.org/reports_abate.aspx)

## GLOSSARY OF TERMS

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**Accrual Basis**—A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent.

**Actual** - Final audited revenue or expenditure data for the fiscal year indicated.

**Ad Valorem Tax** — A tax levied against the value of real or personal property. Valuations are assessed by Jefferson County Appraisal District.

**Allocation**—Component of an appropriation earmarking expenditures for a specific purpose and/or level of organization.

**Appropriation**—A legal authorization to incur obligations and to make expenditures for specific purposes.

**Appraisal Value** – To make an estimate of value for the purpose of taxation.

**Appraisal District** – An independent governmental entity responsible for appraising property within a county. The Appraisal District certifies the county assessed valuations.

**Assessed Valuation**—The valuation set upon real estate and certain personal property by the Assessor as a basis for levying property taxes.

**Asset**—Resources owned or held by a government which have monetary value.

**Available Fund Balance**—The portion of a fund's balance that is not restricted for a specific purpose and may be used for general appropriation.

**Balanced Budget** – According to GAAP a balanced budget is one in which the total expenditures do not exceed the total resources, or total estimated revenues plus reserves.

**Bond**—A written promise to pay to things: 1) a principle amount on a specified date, and 2) a series of interest payments for the term of the bond.

**Bond Rating**—Organizations like Standard and Poor's and Moody's rate the riskiness of government-issued securities and gives each security a bond rating.

**Bonded Indebtedness** – The total amount of principle and interest due on bonds which have been sold to finance capital projects such as streets, bridges, and buildings. The most prevalent types of bonds are general obligation or revenue bonds.

**Bond Refunding**—The payoff and re-issuance of bonds, to obtain better interest rates and/or bond conditions.

## GLOSSARY OF TERMS

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**Budget**—A plan of financial activity for a specified period of time (fiscal year or biennium) indicating all planned revenues and expenses for the budget period.

**Budget Amendment** – A change in the authorized level of funding for an organization or line item account code that increases the total budget. Ideally, amendments increase total revenues and total expenditures by an equal amount. Amendments are made only with Commissioners' Court approval.

**Budgetary Basis**—This refers to the basis of accounting used to estimate financing sources and uses in the budget. These generally take one of three forms: GAAP, cash, or modified accrual.

**Budget Calendar**—The schedule of key dates, which a government follows in the preparation and adoption of the budget.

**Budgetary Control**—The control or management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources.

**Callable** – A financing term referring to debt service bonds which means the bonds can be retired, or paid off, earlier than the due date without penalty.

**Capital Expenditures** – Includes all purchases that will be capitalized, both items purchased within individual departments and purchased with capital project funds. Also includes items formerly classified as capital whose purchase amount is between \$5,000 and \$9,999.99 for content insurance purposes.

**Capital Outlay**—(Also known as capital assets) - Fixed assets which meets the estimated useful life and monetary cost criteria and warrants capitalization in the financial statements. All items owned by an organization can rightfully be considered assets, but as a practical matter, organizations do not capitalize all of them. Jefferson County's monetary criteria is \$10,000 or more and with a useful life of more than one year.

**Capital Project**—Major construction, acquisition, or renovation activities which add value to a government's physical assets or significantly increases their useful life. Also called capital improvements.

**Capital Project Fund** – A fund used to account for the financial resources designated for major capital acquisitions of construction. Separate funds are required for each capital project per GAAP.

**Capitalization** – An accounting treatment whereby an item is recorded as an asset on the balance sheet rather than as an expense of the current period.

**Cash Basis**—A basis of accounting in which transactions are recognized only when cash is increased or decreased.

## GLOSSARY OF TERMS

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**Categorical** – A method of accounting for expenditures in summary format (i.e. salaries & wages, fringe benefits, materials & supplies, maintenance & utilities, & miscellaneous services).

**Certificates of Obligation** – Debt instruments, similar to bonds, sold to the public to finance the county's capital projects. This type of debt is usually repaid in annual installments over a period of 5 – 25 years.

**Charges for Services** – see Fees of Office.

**Contingency**—A budgetary reserve set-aside for emergencies or unforeseen expenditures not otherwise budgeted.

**Contractual Services**—Services rendered to a government by private firms, individuals, or other governmental agencies. Examples include rent, maintenance agreements, and professional consulting services.

**Current Taxes** – Taxes that are levied and collected prior to being delinquent. The tax year begins October 1<sup>st</sup>. Taxes are delinquent on February 1<sup>st</sup>, after which time penalty and interest charges accrue.

**Debt Service**—The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.

**Debt Service Fund** – A fund used to account for the accumulation and disbursement of resources associated with the county's debt obligations. Statutorily separate funds are required for each debt obligation.

**Delinquent Taxes** – Taxes that remain unpaid at February 1<sup>st</sup>. Taxes are delinquent on February 1<sup>st</sup>, after which time penalty and interest charges accrue. Attorney fees are assessed beginning July 1<sup>st</sup>.

**Department (Organization)** – The organizational unit which is functioning separately in its delivery of service.

**Disbursement**—The expenditure of monies from an account.

**Employee (or Fringe) Benefits**—Contributions made by a government to meet commitments or obligations for employee fringe benefits. Included are the government's share of costs for Social Security and the various pensions, medical, and life insurance plans.

**Encumbrance**—The commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

**Estimated Revenue** – The amount of projected revenue for the fiscal cycle. Projections are generally based on prior experiences or increased fees.

## GLOSSARY OF TERMS

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**Expenditure**—The payment of cash on the transfer of property or services for the purpose of acquiring an asset, service, or settling a loss.

**Expense**—Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest, or other charges.

**Fees (Fees of Office)** – Revenue charged or charged for services by various county departments to provide a service to the public or another governmental entity.

**Fines and Forfeitures** – Revenue generated through fines assessed by various courts. Forfeitures are payment as penalty assessed by the Courts through bail bond and property forfeitures.

**Fiscal Policy**—A government's policies with respect to revenues spending and debt management as these relate to government services, programs, and capital investment. Fiscal policy provides an agreed-upon set of principles for the planning and programming of government budgets and their funding.

**Fiscal Year**—A twelve-month period designated as the operating year for accounting and budgeting, and financial reporting purposes. Jefferson County's fiscal year is October 1<sup>st</sup> through September 30<sup>th</sup>.

**Fund**—A fiscal entity with revenues and expenses, which are segregated for the purpose of carrying out a specific purpose or activity.

**Fund Balance** - The excess of the assets of a fund over its liabilities, reserves, and carryover.

**Generally Accepted Accounting Principles (GAAP)** – Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules, and procedures that define accepted accounting principles.

**General Obligation Bond**—This type of bond is backed by the full faith, credit, and taxing power of the government.

**Goal** – A statement of broad direction, purpose, or intent based on the needs of the community. A goal is general and timeless.

**Grants** – A contribution by a government agency or other organization to support a particular function. Grants may be classified as either operational or capital and they are restricted for specific purposes. Because grants are presented to the Commissioners' Court throughout the year, the grant budgets and accountings are maintained separately from this document.

**Hourly**—An employee who fills a temporary or short-term position. Such employees provide contingency staffing for government operations during peak workloads or to address temporary staffing needs. Hourly employees are paid on a per-hour basis and receive limited benefits.

## GLOSSARY OF TERMS

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**Interfund Transfers** – The movement of monies between funds of the same governmental entity.

**Intergovernmental Revenue** – Funds received from federal, state, and local government sources in the form of grants and shared revenues.

**Levy**—To impose taxes for the support of government activities.

**Line-Item Budget**—A budget prepared along departmental lines that focuses on what is to be bought.

**Long-Term Debt**—Debt with a maturity of more than one year after the date of issuance.

**Mandate** – A formal order from State authorities to County government to make mandatory.

**Maintenance and Utilities**— Expenditures made for maintenance of buildings, vehicles and equipment, and utilities such as electricity, water, and gas necessary to conduct departmental operations.

**Materials and Supplies**—Expendable materials and operating supplies necessary to conduct departmental operations.

**Modified Accrual Basis** – Revenues are recognized in the accounting period in which they become available and measurable. Expenditures are recognized in the accounting period in which the fund liability is incurred.

**Non-callable** – A financing term referring to debt service bonds which means the bonds cannot be retired, or paid off, earlier than the due date.

**Objective**—Something to be accomplished in specific, well-defined, and measurable terms and that is achievable within a specific time frame.

**Obligations**—Amounts which a government may be legally required to meet out of its resources. They include not only actual liabilities, but also encumbrances not yet paid.

**Operating Revenue**—Funds that the government receives as income to pay for ongoing operations. It includes such items as taxes, fees from specific services, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services.

**Operating Expenses**—The cost for personnel, materials, and equipment required for a department to function.

**Output Indicators** – A unit of work accomplished, without reference to the resources required to do the work. Output indicators do not reflect the effectiveness or efficiency of the work performed.

## GLOSSARY OF TERMS

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**Other Financing Sources** – Includes transfers from other funds, sale of capital assets, insurance proceeds, bond proceeds, and other funding that is not considered to be revenue according to GAAP.

**Other Financing Uses** – Includes transfers to other funds and other funding that is not considered expenditures according to GAAP.

**Pay-as-you-go Basis** – A term used to describe a financial policy by which capital outlays are purchased from current resources rather than through borrowing.

**Performance Indicators** – Specific quantitative and/or qualitative measures of work performed as an objective of specific departments or programs. Data is collected to establish trend patterns concerning workloads and/or determine how effective or efficient a program is in achieving its objectives.

**Personal Services**—Expenditures for salaries, wages, and fringe benefits of a government's employees.

**Program**—A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible.

**Records Management** – This term applies to the management of county records and government documents. Fees are budgeted for collection and expenses for the safeguarding of records according to the Texas Records Management Act.

**Reserve**—An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

**Resolution** – A special or temporary order of a legislative body; an order of a legislative body requiring less legal formality than an ordinance or statute.

**Resources**—Total amounts available for appropriation including estimated revenues, fund transfers, and beginning balances.

**Revenue**—Sources of income financing the operations of government.

**Salaries & Wages** – The cost of all labor related expenses required for a department to function, including but not limited to salaries, merit, cost of living adjustments, etc.

**Source of Revenue**—Revenues are classified according to their source or point of origin.

**Special Revenue Funds** – These funds are set up to keep track of segregated revenue activities.

**Statute** – A law enacted by the legislative assembly.

**Tax Rate** – A percentage applies to all taxable property to raise general revenues.

## GLOSSARY OF TERMS

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**Tax Rate Limit** – The maximum rate at which a government may levy a tax. The limit may apply to taxes raised for a particular purpose, or to taxes imposed for all purposes, and may apply to a single government, to a class of governments, or to all governments operating in a particular area. Overall tax rate limits usually restrict levies for all purposes and of all governments, state, and local, having jurisdiction in a given area.

**Tax Levy**—The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

**Taxes**—Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the people. This term does not include specific charges made against particular persons or property for current or permanent benefit, such as special assessments.

**Transfers In/Out**—Amounts transferred from one fund to another to assist in financing the services for the recipient fund.

**Unencumbered Balance** – The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purposes.

**Unreserved Fund Balance**—The portion of a fund's balance that is not restricted for a specific purpose and is available for general appropriation.

**User Charges**—The payment of a fee for direct receipt of a public service by the party who benefits from the service.

## GLOSSARY OF TERMS

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### ACROYNMS

AC -	Air Conditioning
ADA -	American with Disabilities Act
ASAP -	Absent Student Assistance Project
BMT -	Beaumont
CAFR -	Comprehensive Annual Financial Report
CCTV -	Close Circuit Television
CD -	Compact Disc
CEPRA -	Coastal Erosion Planning and Response Account
CI -	Criminal Investigation
COLA -	Cost of Living Increase
CPI -	Consumer Price Index
DA -	District Attorney
DARE -	Drug Abuse Resistance Education
DR -	Doctor
DVD -	Digital Versatile Disk
FAA -	Federal Aviation Administration
FTE -	Full-time Equivalent
GAAP -	General Accepted Accounting Principles
GC/MC -	Gas chromatograph/mass spectrometer
GFOA -	Government Finance Officer Association
HP -	Hewlett Packard

## GLOSSARY OF TERMS

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### ACROYNMS - continued

HP -	Horse Power
HR -	Hour
HR -	Human Resources
H&W -	Health & Welfare
HWY -	Highway
IA -	Internal Affairs
IBM -	International Business Machines
ID -	Identification
ISD -	Independent School District
JC -	Jefferson County
JP -	Justice of the Peace
LGC -	Local Government Code
LNG -	Liquified Natural Gas
LT -	Lieutenant
MB -	Megabyte
MFG -	Manufacturing
MIS -	Management Information Systems
MSA -	Metropolitan Statistical Area
NO -	Number
PA -	Port Arthur
PCT -	Precinct

## GLOSSARY OF TERMS

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### ACROYNMS - continued

RAM -	Random Access Memory
RFP -	Request for Proposal
ROW -	Right of Way
RTV -	Rugged Terrain Vehicle
SCAAP -	State Criminal Alien Assistance Program
ST -	State
SUV -	Sports Utility Vehicle
TXDOT -	Texas Department of Transportation
UHF -	Ultra High Frequency
US -	United States
VOIP -	Voice over Internet Protocol





**AGENDA**  
**Treasurer**

**September 21, 2015**

**Consider, possibly approve, receive and file the Investment Schedule of the County Treasurer pursuant to Sec. 2256.023, Texas Government Code.**



**Joleen E. Fregia**  
**Chief Deputy**  
**E-Mail**  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

**Tim Funchess**  
**County Treasurer**  
**1149 Pearl Street – Basement**  
**Beaumont, Texas 77701**

**Office (409) 835-8509**  
**Fax (409) 839-2347**  
**E-Mail**  
[tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

September 11, 2015

Judge Jeff R. Branick and  
 Commissioners Court  
 Jefferson County Courthouse  
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of August 31, 2015, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.315%. The interest rate on funds invested in an investment account at Wells Fargo is currently .260%.

The 90 day Treasury interest rate on August 31, 2015 was .05% and the interest on your checking accounts for the month of August was .248%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda September 21, 2015, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for August, 2015,  
 including the year to date total earnings on County funds.

## JEFFERSON COUNTY MONTH END AUGUST 31, 2015 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
<b>POOLED CASH ACCOUNT</b>	01-Aug-15	\$7,711.22	\$7,711.22	100	0.260%	31-Aug-15	NONE	31	31	7580310386	WELLS FARGO	\$7,711.22				\$7,711.22
<b>CDs and Securities</b>																
FHLMC 1.20 %	23-Feb-15	\$2,000,000.00	\$2,000,000.00	100	1.200%	20-Feb-18	20-Aug-15	904	1093	3134G6BF9	NATIONAL ALLIANCE	\$1,999,620.00	\$99.98	\$533.33	\$11,800.00	\$2,000,153.33
FHLMC 1.20%	27-Feb-15	\$2,000,000.00	\$2,000,000.00	100	1.200%	27-Feb-18	27-May-15	911	1096	3130A45L2	WELLS SECURITIES	\$2,000,100.00	\$100.01	\$266.67	\$12,000.00	\$2,000,366.67
FHLMC 1.12%	25-Aug-14	\$1,000,000.00	\$1,000,000.00	100	1.120%	25-Aug-17	25-Feb-15	725	1096	3130A2UB0	COASTAL SECURITIES	\$1,000,100.00	\$100.01	\$186.67	\$18,728.89	\$1,000,286.67
FHLMC 1.40 % (NEW)	17-Aug-15	\$2,000,000.00	\$2,000,000.00	100	1.400%	17-Aug-18	17-Nov-15	1082	1096	3134G7MC2	COASTAL SECURITIES	\$2,000,200.00	\$100.01	\$1,088.89	\$0.00	\$2,001,288.89
FHLMC 1.40% (NEW)	27-Aug-15	\$2,000,000.00	\$2,000,000.00	100	1.400%	27-Aug-18	27-Nov-15	1092	1096	3134G7PG0	NATIONAL ALLIANCE	\$1,996,600.00	\$99.83	\$311.11	\$0.00	\$1,996,911.11
FHLMC 1.15%	30-Jan-15	\$2,000,000.00	\$2,000,000.00	100	1.150%	30-Jan-18	30-Apr-15	883	1096	3134G6AL7	WELLS SECURITIES	\$1,996,400.00	\$99.82	\$2,066.67	\$11,500.00	\$1,998,466.67
FHLMC 1.35%	29-Jun-15	\$2,000,000.00	\$2,000,000.00	100	1.350%	29-Jun-18	29-Sep-15	1033	1096	3134G6Q30	NATIONAL ALLIANCE	\$2,002,000.00	\$100.10	\$4,650.00	\$0.00	\$2,006,650.00
FHLMC 1.40%	29-Jun-15	\$2,000,000.00	\$2,000,000.00	100	1.400%	29-Jun-18	29-Sep-15	1033	1096	3130A5LP2	COASTAL SECURITIES	\$2,001,000.00	\$100.05	\$4,822.22	\$0.00	\$2,005,822.22
FHLMC 1.50% (NEW)	16-Jul-15	\$2,100,000.00	\$2,100,000.00	100	1.500%	16-Jul-18	16-Oct-15	1050	1096	3130A5NV7	NATIONAL ALLIANCE	\$2,101,890.00	\$100.09	\$3,937.50	\$0.00	\$2,105,827.50
FHLMC 1.375% (NEW)	30-Jul-15	\$2,000,000.00	\$2,000,000.00	100	1.375%	30-Jul-18	30-Oct-15	1064	1096	3134G7DM0	WELLS SECURITIES	\$2,001,600.00	\$100.08	\$2,368.06	\$0.00	\$2,003,968.06
ICD-BMW Bank 1.05%*	20-Jun-14	\$248,000.00	\$248,000.00	100	1.050%	20-Jun-17	None	659	1096	05580AAK0	WELLS SECURITIES	\$248,000.00	\$100.00	\$520.80	\$2,604.00	\$248,520.80
ICD-Discover Bk 1.10%*	26-Jun-14	\$248,000.00	\$248,007.47	100	1.100%	26-Jun-17	None	665	1096	254671X21	WELLS SECURITIES	\$248,000.00	\$100.00	\$508.23	\$2,728.00	\$248,508.23
ICD-AiV Bank 1.15%*	26-Jun-14	\$248,000.00	\$248,007.81	100	1.150%	26-Jun-17	None	665	1096	02006LFX4	WELLS SECURITIES	\$248,000.00	\$100.00	\$531.33	\$2,852.00	\$248,531.33
ICD-Goldman S. 1.15%* (Investment CD's)	26-Jun-14	\$248,000.00	\$248,007.81	100	1.150%	26-Jun-17	None	665	1096	38147JK76	WELLS SECURITIES	\$248,000.00	\$100.00	\$531.33	\$2,852.00	\$248,531.33
<b>INVESTMENT ACCT</b>		<b>\$7,711.22</b>	<b>\$7,711.22</b>									<b>\$7,711.22</b>				<b>\$7,711.22</b>
<b>CDs and Securities</b>		<b>\$20,092,000.00</b>	<b>\$20,092,023.09</b>		<b>1.315%</b>	<b>0.967%</b>			<b>975</b>	<b>DAYS</b>		<b>\$20,091,510.00</b>				<b>\$20,121,544.03</b>
<b>TOTALS ALL ACCTS:</b>		<b>\$20,099,711.22</b>	<b>\$20,099,734.31</b>									<b>\$20,099,221.22</b>				<b>\$20,121,544.03</b>
<b>PLEDGE COLLATERAL REPORT WELLS FARGO</b>																
<b>ALL COUNTY FUNDS</b>																
<b>AS OF AUGUST 31, 2015</b>																
MARKET VALUE OF PLEDGE SECURITIES <b>\$118,879,708.57</b> BALANCE IN ALL ACCOUNTS: <b>\$76,870,515.95</b> OVER OR (UNDER) AMOUNT: <b>\$42,009,192.62</b> <span style="float: right;">154.65%</span>																

This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act  
 The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

*Tom Funches*

Tom Funches, Jefferson County Investment Officer

### AUGUST 2015, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	COUPON
<b>POOLED CASH ACCOUNT</b>												
INVESTMENT ACCT	01-Aug-15	\$7,711.22	\$7,711.22		0.260%	31-Aug-15		31	7580310386	WELLS FARGO	\$1.54	
FHLMC 1.20 %	23-Feb-15	\$2,000,000.00	\$2,000,000.00	100	1.200%	20-Feb-18	20-Aug-15	1093	3134G6BF9	NATIONAL ALLIANCE	\$11,800.00	COUPON
FHLMC 1.20%	27-Feb-15	\$2,000,000.00	\$2,000,000.00	100	1.200%	27-Feb-18	27-May-15	1096	3130A45L2	WELLS SECURITIES	\$12,000.00	COUPON
FHLMC 1.12%	25-Aug-14	\$1,000,000.00	\$1,000,000.00	100	1.120%	25-Aug-17	25-Feb-15	1096	3130A2UB0	COASTAL SECURITIES	\$5,600.00	COUPON
<b>CHECKING INTEREST</b>												
POOLED CASH ACCT					0.248%					WELLS FARGO	\$14,401.45	
OTHER COUNTY ACCTS					0.248%					WELLS FARGO	\$718.93	
TAX LICENSE ACCT					0.226%					WELLS FARGO	\$107.51	
<b>TOTAL</b>		<b>\$5,007,711.22</b>	<b>\$5,007,711.22</b>								<b>\$44,629.43</b>	<b>\$44,629.43</b>

<b>FISCAL YEAR 2014-2015</b>			
<b>YIELD TO MATURITY AND INTEREST EARNINGS</b>			
<b>MONTH</b>	<b>90 DAY T. BILL YIELD</b>	<b>INVESTMENT INTEREST EARNED</b>	<b>CHECKING ACCOUNT YIELD</b>
OCTOBER	0.01%	\$24,494.19	0.184%
NOVEMBER	0.03%	\$14,688.14	0.185%
DECEMBER	0.04%	\$46,195.44	0.188%
JANUARY	0.02%	\$14,253.61	0.200%
FEBRUARY	0.02%	\$25,251.01	0.200%
MARCH	0.04%	\$53,155.03	0.200%
APRIL	0.01%	\$28,410.06	0.218%
MAY	0.02%	\$16,716.39	0.222%
JUNE	0.02%	\$90,204.84	0.225%
JULY	0.09%	\$28,253.50	0.226%
AUGUST	0.05%	\$44,629.43	0.248%
SEPTEMBER			
<b>ANNUAL TOTALS</b>		<b>\$ 386,251.64</b>	

**Special, September 21, 2015**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, September 21, 2015