

MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF COMMISSIONERS OF  
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

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A regular meeting of the Board of Commissioners of the Jefferson County Emergency Services District No. 4 (“District”) was called for at 5:30 p.m. on December 17, 2018, at the Labelle fire station, located at 12880 FM 365, Beaumont, Texas 77705, pursuant to notice duly posted according to law.

At approximately 5:35 p.m., the regular meeting was called to order. The roll was called of the duly constituted officers and members of the Board, to wit:

Jeff Roebuck	President
Charlie Reneau	Vice President
Randy Walston	Secretary
Sandra Melton	Treasurer
Robert Bordes	Assistant Treasurer

All of said Board members were present, thus constituting a quorum. Also present at the meeting were: Patrick Larson, District Administrator; Jeremy Hansen, District Fire Chief; Mary Ellen Robertson, the District’s accountant; Joshua Heinz of the law firm Benckenstein & Oxford, L.L.P., attorneys for the District; and, the individuals shown on the attendance log attached hereto as **Exhibit A**.

Being as there was no public comment under Agenda Item No. 3, the Board moved along to Agenda Item No. 4, at which time Mr. Larson and Chief Hansen reviewed and discussed their Administrator and Chief Reports with the Board. Copies of the Administrator and Chief’s Reports are attached hereto as **Exhibit B**.

The Board’s attention was then directed by President Roebuck to Agenda Item No. 5 for review of the Minutes of the November 19, 2018 regular meeting. Upon

motion by Vice President Reneau and seconded by Treasurer Melton, the proposed minutes were unanimously approved by the Board members present.

Next, the Board moved to Agenda Item No. 6 for the Treasurer's Report. Treasurer Melton reported the following balances in the District's accounts, as reflected in the bank statements attached hereto as **Exhibit C**: Texas First Bank checking - \$92,116.34 as of November 30, 2018, and \$147,100.76 as of December 16, 2018; Texas First Bank savings - \$351,396.99 as of November 30, 2018 and December 16, 2018; and, Post Oak Bank money market - \$250,616.82 as of November 30, 2018 and December 16, 2018. Mrs. Robertson then reviewed with the Board the financial Statement of Activities attached hereto as **Exhibit D**.

Thereafter, the Board was directed to Agenda Item No. 7 for payment of the District's bills. Mrs. Robertson and Mr. Larson reviewed with the Board the District's various monthly expenditures proposed for payment, as shown on the Check List and Bank Account Register attached hereto as **Exhibit E**. Upon motion by Vice President Reneau and seconded by Assistant Treasurer Bordes, the Board members present unanimously approved payment of the bills and expenditures shown on the Bank Account Register (Check Nos. 2936-2962).

The Board then moved along to Agenda Item No. 8 regarding the biohazardous waste disposal proposals. During the previous meeting, the Board reviewed proposals from BioMedical (\$125.00 per disposal with required pre-payment) and Stericycle (\$33.63 per month) and decided to go with the BioMedical proposal because the District anticipated needing a limited number of disposals per year. However, the BioMedical agreement has not yet been executed, and since the last meeting, Stericycle submitted a

per-disposal charge option (\$85.00 per disposal with no required pre-payment), which is cheaper than BioMedical's proposal and does not require any pre-payment. Accordingly, Treasurer Melton made a motion to rescind the prior approval of the BioMedical agreement and approve the Stericycle per-disposal charge option, which was seconded by Assistant Treasurer Bordes and unanimously approved by the Board.

President Roebuck then directed the Board to Agenda Item No. 9 regarding the District's incident reporting software. Chief Hansen requested that the Board approve the Emergency Reporting plan subscription, which totals \$4,335.60 for the first year and \$2,587.60 per year thereafter. Also, Billy Craft, an Emergency Reporting representative, answered various questions regarding the software and its capabilities. Upon motion by Vice President Reneau and seconded by Assistant Treasurer Bordes, the Board members present unanimously approved the Emergency Reporting subscription agreement, a copy of which is attached hereto as **Exhibit F**.

The Board then moved to Agenda Item No. 10, at which time the Board reviewed and discussed the proposed engagement letters received from Mary Ellen Robertson as the District's accountant and to prepare compiled financial statements for fiscal year 2017-18, and from J.R. Edwards & Associates to perform the District's fiscal year 2017-18 financial audit, copies of which are attached hereto as **Exhibit G**. Upon motion by Treasurer Melton and seconded by Vice President Reneau, the Board unanimously approved the engagement of Mary Ellen Robertson and J.R. Edwards & Associates.

Next, the Board was directed to Agenda Item No. 11 regarding the District's building rental agreement, at which time Mr. Larson recommended that the rental agreement be amended to include a minimum rental charge, notice that no cash will be

accepted, and that the rental payment must be paid at least 10 days before the rental date, as shown in the amended Event Rental Agreement form attached hereto as Exhibit H. Upon motion by Assistant Treasurer Bordes and seconded by Vice President Reneau, the Board unanimously approved the proposed amendment to the building rental agreement.

Then, under Agenda Item No. 12, Mr. Heinz advised that he had submitted the District's annual report in accordance with Texas Health & Safety Code § 775.083.


Lastly, under Agenda Item No. 13, Mr. Hansen advised the Board that as previously approved as part of the District's 2018-19 budget, the District will be purchasing a new Physio Control Lifepak 15 monitor/defibrillator at a total cost of \$23,398.60 after trade-in of the old unit.

Being as there were no other matters to come before the Board, the regular meeting was adjourned at approximately 6:20 p.m.

  
\_\_\_\_\_  
Jeff Roebuck, President

Date: 1/21/2019

ATTEST:

  
\_\_\_\_\_  
Randy Walston, Secretary  
Charlie Reneau, Vice President

Date: 1/21/2019

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# Exhibit A

JEFFERSON COUNTY ESD No. 4

Regular Board Meeting

December 17, 2018

SIGN-IN SHEET

1 Randy Lyday 4110

2 CASEY SANDERS 403

3 DAVID STACEY 420

4 Benito Solis AT&T

5 Richie Pizarro AT&T

6 Johnny Breed 410

7 Hayden Eastep (GUEST)

8 Tuon Le (GUEST)

9 JEREMY D. HANSEN, FIRE CHIEF

10 Scott Wade 440

11 Billy CRAFT, EMERGENCY REPORTING (GUEST)

12

13

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# Exhibit B

# DISTRICT ADMINISTRATOR'S REPORT

December 17, 2018

**STATION 1 LaBelle** *Nothing new to report specific to Station 1*

**STATION 2 Fannett** Door, door locks and the attic access ladder have been replaced in the EMS storage room.

**STATION 3 Cheek** A contractor has been contacted to repair the tile in the kitchen and bathroom areas. Work will begin when as he finishes the jobs he is currently on.

**EMS** In tonight's agenda are two proposals for Medical Hazardous Waste disposal for review and reconsideration. One is a one year agreements (\$125/pick up) and the other is an On-Call with no contract (\$85).

## **ESD**

**The Surplus Equipment** was brought to Horn Auction for sale at their December auction. All equipment delivered was sold yielding to the ESD a check for \$10,136.50 after deduction of fees.

**Housekeeping - Mrs. Stacey** is continuing to make progress to bring our stations into an acceptable condition. It will take a couple of more weeks and extra time to bring the stations back into a manageable state after a long period of neglect. Supplies have been purchased to facilitate her efforts. After this initial cleaning it will be on a weekly schedule.

**TCEQ/TERP/ERIG Grant** – We received another call from TCEQ second level review requesting a little more clarification and verification of the information we had submitted. It is still in review but her responses appeared supportive and promising.

**Firehouse Subs Grant** The LUCAS device has been received and the manufacturer's representative came and provided a well-attended in-service training. The device has been put into service.

**VFIS – A Grant application** is being made for VFIS's 2019 Health & Wellness Grant for member physicals and for workout and fitness training equipment. The grant is "financial need" based and has a maximum value of \$5,000.

**TEXAS FOREST SERVICE'S** Rural Volunteer Fire Department Insurance program (HB 3667) annual grant for reimbursement of Workers Compensation Premium for the 2018/2019 fiscal year is complete. We received a check in the amount of \$3,603. We also received a check today from TFS/Meadows Grant for \$5055.19, which Chief Hansen applied for to cover unreimbursed damages related to Hurricane Harvey.

**SAFE-D** The 2019 SAFE-D Annual Conference will be held February 7 – 9, 2019 at the Embassy Suites Hotel and Convention Center in Frisco, TX

**New Vendors** – None

**Correspondence** – We received notice that our internet service vendor, Southern Broadband (formerly 3<sup>rd</sup> Coast Internet) is increasing our monthly charge by \$5 to \$114.95. They currently use our station as an antenna relay site to serve other customers at no charge. The only alternatives are satellite service or AT&T, both of which are considerably slower but cheaper.

**Policy Manual** – Work will continue on compiling a comprehensive policy manual as time allows.

**The Labelle-Fannett Ladies Auxiliary** hosted the annual Breakfast With Santa December 8<sup>th</sup>, 2018.

**Jefferson County ESD No. 4**  
**Chief's Report**  
**17 Dec, 2018**

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**1. Station Status:**

LaBelle STA #1: Operational – Engine, Tanker, Utility in service. Brush 41 limited service.

Fannett STA #2: Operational – All apparatus in service.

Cheek STA #3: Operational – All apparatus in service.

**2. Apparatus Status:**

E41 – In service

T41 – In service:

B41 – Out of service – Limited service

R41 – In service

E42 – In service

T42 – In service

B42 – In Service

E43 – In service

T43 – In service

B43 – In service

MED4 – In service

U4 – In service

**REPAIRED: UPDATE: FUNDING APPROVED** \*R41: Applied for TFS Meadows Grant to cover repair cost (approx. \$4300). Received verbal approval of acceptance; awaiting confirmation of award.

3. **Membership:** Quarterly membership meeting held – discussed member participation. Currently 8 members above 10% emergency call participation, 8 members between 3 - 10 %, and 34 members below 3%. Announced member participation standards effective 1 JAN 2019: (40% Training & Meetings, and 10% emergency calls & work nights). This applies to all Firefighters and Driver/Operators. Support membership rules are being developed.
4. **Training:** Regularly scheduled training and probationary member continues monthly. A Fire and EMS Training Board has been established under Asst. Chief B. Schwartzburg. The Fire and EMS Board and completing the annual training schedules for 2019 which will be announced in January.
5. **Critical Needs:** Emergency Reporting (replacement for Firehouse.com ) to be presented at this meeting. Potential discounted purchase of LifePak 15 Cardiac Monitor to be discussed at this meeting. PS Trax maintenance component proposal is on hold until further notice.
6. **Regional Coordination: (Ongoing)** Mutual-Aid agreement with Hamshire VFD to be presented at this meeting. Regional coordination and review of response areas continues region-wide.

JEFFERSON COUNTY ESD #4  
MONTHLY CALLS

November 2018

<u>1</u>	STRUCTURE FIRES
<u>2</u>	VEHICLE FIRES
<u>1</u>	GRASS/MARSH FIRES
<u>0</u>	TRASH/UNAUTHORIZED BURN
<u>22</u>	MVA/JAWS RESCUE
<u>0</u>	WATER RESCUE/RECOVERY
<u>0</u>	SPILLS/WASH DOWN
<u>29</u>	MEDICAL/FIRST RESPONDER
<u>1</u>	INVESTIGATION/GAS LEAK
<u>1</u>	ALARMS (FALSE, FIRE, SMOKE, CO)
<u>0</u>	OTHER
<u>1</u>	MUTUAL AID
<u>6</u>	CANCELLED/NO RESPONSE
<b>64</b>	<b>TOTAL INCIDENTS</b>

PREPARED BY: Chance Chatagnier; 12-4-2018

## **CANCELLED / NO RESPONSE**

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11-2; 518; 11919 Burrell-Wingate; overdose

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11-6; 2254; 4456 Nobles & Geheb; not alert pt

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11-10; 236; 12561 Garner Rd; lift assist

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11-16; 823; 8000 Rogers Ave; fall

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11-28; 653; 11676 Dugat Road; fall

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11-30; 532; Big Hill Rd @ Hwy 73; odor investigation

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# Exhibit C





Helping Texans Build Texas

www.texasfirstbank.com

3000 FM 1764 • La Marque, TX 77568-2452

Return Service Requested

TELEPHONE BANKING
(409) 945-9889 (281) 538-2226
(855) 355-TFB1 (8321)

BOOKKEEPING
(409) 948-1993
(409) 296-2111

Page: 2

JEFFERSON COUNTY EMERGENCY

Account Number: 10031508
Statement Date: 12/02/18

DEBITS AND OTHER WITHDRAWALS

Table with columns: Date, Withdrawals, Activity Description. Rows include transactions for 11/08, 11/09, 11/09, 11/15, 11/15, 11/15, 11/15, 11/16.

CHECKS PAID

\* indicates skip in check numbers

Table with columns: Date, Check No., Amount, Date, Check No., Amount, Date, Check No., Amount. Rows include check numbers 2907 through 2917.

DAILY BALANCE SUMMARY

Table with columns: Date, Balance, Date, Balance, Date, Balance. Rows show daily balances from 11/05 to 11/15.





DEC 6 2018	☒ Deposit	\$10,136.50
DEC 4 2018	☒ Check - 2925	(\$250.00)
DEC 4 2018	☒ Check - 2926	(\$173.00)
DEC 4 2018	☒ Check - 2868	(\$173.00)
DEC 4 2018	TEXAS FIRST BANK/Internet B Jefferson County Emerg	(\$29.50)
<		>

**Page totals:** Credits: [2] **\$56,039.80** | Debits: [7] **(\$1,055.38)**





Thank you for banking with Post Oak Bank. If you need assistance, contact customer service.

## Account Detail

### Checking-6255

Available balance: \$250,616.82 • Current Balance: \$250,616.82

### Pending Transactions

No Records Available

### Posted Transactions

Date	Description	Withdrawal / Advance	Deposit / Payment	Balance
11/30/2018	INTEREST EARNED		308.60	250,616.82

Note: Available balance includes memo posted activity.

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# Exhibit D

**Jefferson County Emergency Services District No. 4**  
**Statement of Activities (Modified Cash Basis)**  
**All Locations**

	1 Month Ended 11/30/2018 Actual	2 Months Ended 11/30/2018 Actual	Annual Budget	Over (Under) Budget	% of Budget Used to Date
<b>Revenue</b>					
Ad Valorem Taxes	\$ 8,089	\$ 9,847	\$ 560,000	\$ (550,153)	1.76%
EMS Billing	-	-	30,000	(30,000)	0.00%
Grants	6,103	6,103	10,000	(3,897)	61.03%
Interest Income	423	861	5,000	(4,139)	17.22%
Loan Proceeds	-	-	200,000	(200,000)	0.00%
Other Income	200	1,229	1,500	(271)	81.93%
Sale of Equipment	-	-	15,000	(15,000)	0.00%
<b>Total Revenue</b>	<u>14,815</u>	<u>18,040</u>	<u>821,500</u>	<u>(803,460)</u>	<u>2.20%</u>
<b>Operating Expenses</b>					
Accounting	-	550	16,000	(15,450)	3.44%
Advertising	-	-	1,000	(1,000)	0.00%
Bank Fees	-	-	150	(150)	0.00%
Cable	141	172	370	(198)	46.49%
Cleaning & Building Maintenance/Repairs	640	734	12,000	(11,266)	6.12%
District Manager	1,750	3,500	30,000	(26,500)	11.67%
Dues & Fees	350	350	4,000	(3,650)	8.75%
Insurance - VFIS District	-	-	2,000	(2,000)	0.00%
Interest Expense	-	-	4,338	(4,338)	0.00%
Internet	-	110	1,350	(1,240)	8.15%
Lawn Service	500	1,000	6,000	(5,000)	16.67%
Legal/Professional	1,350	4,469	16,000	(11,531)	27.93%
Lodging/Meals/Travel & Regist ESD	-	-	3,000	(3,000)	0.00%
Note Payable-Dallas Bank&Trst(3000gal Tanker)	-	-	38,893	(38,893)	0.00%
Note Payable-First Financial (Mini Pumper)	-	-	30,383	(30,383)	0.00%
Office Supplies & Postage	33	62	1,500	(1,438)	4.13%
Small Equipment Purchases (less than \$5,000)	112	472	-	472	0.00%
Tax & Appraisal Fees	1,103	5,649	13,000	(7,351)	43.45%
Telephone/Cell Phone	155	308	2,000	(1,692)	15.40%
Utilities	611	1,425	9,600	(8,175)	14.84%
Water & Garbage	265	530	4,200	(3,670)	12.62%
<b>Total Operating Expenses</b>	<u>7,010</u>	<u>19,331</u>	<u>195,784</u>	<u>(176,453)</u>	<u>9.87%</u>

**Jefferson County Emergency Services District No. 4**  
**Statement of Activities (Modified Cash Basis)**  
**All Locations**

	1 Month Ended 11/30/2018 Actual	2 Months Ended 11/30/2018 Actual	Annual Budget	Over (Under) Budget	% of Budget Used to Date
<b>Emergency Medical Services</b>					
Equipment (New/Repair/Testing)	-	-	2,500	(2,500)	0.00%
Fuel	-	-	2,000	(2,000)	0.00%
Medical Supplies	313	1,077	6,000	(4,923)	17.95%
Tuition/Reg/Certification/Dues	-	115	5,000	(4,885)	2.30%
Vehicle Repair & Maintenance	-	-	2,500	(2,500)	0.00%
<b>Total Emergency Medical Services</b>	<u>313</u>	<u>1,192</u>	<u>18,000</u>	<u>(16,808)</u>	<u>6.62%</u>
<b>Fire Services</b>					
Air-Pack SCBA Inspection & Repair	-	-	6,000	(6,000)	0.00%
Certification Dues	-	-	600	(600)	0.00%
Dispatch Services/Edispatches	810	18,810	22,000	(3,190)	85.50%
Equipment, Boots, Gloves-Insp/Repairs	-	-	6,500	(6,500)	0.00%
Fire Chief	1,250	2,500	15,000	(12,500)	16.67%
Fire Field Meals	-	-	1,000	(1,000)	0.00%
Fire Uniforms	-	522	4,000	(3,478)	13.05%
Fuel	337	804	6,000	(5,196)	13.40%
Insurance - Prop. & Liab.	-	31,782	31,500	282	100.90%
Insurance - Worker's Compensation	-	-	3,000	(3,000)	0.00%
Maintenance & Repairs - Radios	-	90	3,000	(2,910)	3.00%
Personal Protection Equipment	-	396	15,000	(14,604)	2.64%
Personal Protective Equipment - Inspection	-	47	5,000	(4,953)	0.94%
Quartermaster/Station Attendant	346	692	9,000	(8,308)	7.69%
Small Equipment Purchases	-	-	12,500	(12,500)	0.00%
Software - Firehouse	-	-	3,000	(3,000)	0.00%
Supplies - Fire	-	-	10,000	(10,000)	0.00%
Supplies - Hoses/Nozzles/Tarps	-	-	7,500	(7,500)	0.00%
Travel/Lodging/Meals/Trans Expenses	-	-	5,000	(5,000)	0.00%
Tuition/Registration	-	-	10,000	(10,000)	0.00%
Vehicle Repair & Maintenance	2,690	7,232	25,000	(17,768)	28.93%
<b>Total Fire Services</b>	<u>5,433</u>	<u>62,875</u>	<u>200,600</u>	<u>(137,725)</u>	<u>31.34%</u>
<b>Capital Expenditures</b>					
Ambulance Expenditures	-	-	30,000	(30,000)	0.00%
Radio Communication Upgrade	-	-	12,000	(12,000)	0.00%
SCBA Packs/Replacement Bottles	-	-	30,000	(30,000)	0.00%
Training Prop - TX Forest Service	-	-	8,100	(8,100)	0.00%
Vehicles	-	-	527,500	(527,500)	0.00%
<b>Total Capital Expenditures</b>	<u>0</u>	<u>0</u>	<u>607,600</u>	<u>(607,600)</u>	<u>0.00%</u>
<b>Contingency</b>					
Contingency	-	-	20,000	(20,000)	0.00%
<b>Total Contingency</b>	<u>0</u>	<u>0</u>	<u>20,000</u>	<u>(20,000)</u>	<u>0.00%</u>
<b>Total Expenses</b>	<u>12,756</u>	<u>83,398</u>	<u>1,041,984</u>	<u>(958,586)</u>	<u>8.00%</u>
<b>Net Change in Fund Balance</b>	<u>\$ 2,059</u>	<u>\$ (65,358)</u>	<u>\$ (220,484)</u>		

# Jefferson County Emergency Services District No. 4

## Bank Account Register

Texas First Bank - Checking  
November 20, 2018 - December 17, 2018

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
			Beginning Balance			87,689.64
11/21/18			Texas Forest Service - Reimbursement		3,603.00	91,292.64
			Grant for Worker Compensation 2018/2019			
11/21/18			Building Rental - November 17,2018 - Bell Family		200.00	91,492.64
11/30/18			Checking Account Interest for Month of November 2018		27.70	91,520.34
12/06/18			Horn Auction - Sale of Surplus/Salvage Equipment - Net Receipt		10,136.50	101,656.84
12/07/18			Jefferson County Tax Deposit for Month of November 2018		45,903.30	147,560.14
12/10/18		ENTERGY	ENTERGY	207.94		147,352.20
12/10/18		ENTERGY	ENTERGY	122.74		147,229.46
12/10/18		ENTERGY	ENTERGY	99.20		147,130.26
12/17/18	2936	ADVANCERESC	Advanced Rescue Systems	100.00		147,030.26
12/17/18	2937	ALLIED BA	Allied Breathing Air, LLC	329.00		146,701.26
12/17/18	2938	JUSTINC	JUSTIN CHESSON	324.59		146,376.67
12/17/18	2939	DELTA	Delta Industrial Service and Supply	1,021.95		145,354.72
12/17/18	2940	GREENACRES	Green Acres Grocery, Inc.	106.84		145,247.88
12/17/18	2941	HANSEN	Jeremy D. Hansen	1,250.00		143,997.88
12/17/18	2942	HEINZ	Joshua C. Heinz	400.00		143,597.88
12/17/18	2943	JCAPPRaisal	Jefferson County Appraisal District	1,369.18		142,228.70
12/17/18	2944		LaBelle-Fannett Ladies Auxillary	100.00		142,128.70
12/17/18	2945	PLARSON	Patrick L. Larson	1,750.00		140,378.70
12/17/18	2946	LONESTAR	Lone Star Lube Right	7.00		140,371.70
12/17/18	2947	LOVES	Love's Travel Stops & Country Stores	259.54		140,112.16
12/17/18	2948	M&DSUPPLY	M & D Supply, Inc.	329.76		139,782.40
12/17/18	2949	OXFORD	Hubert Oxford, IV	400.00		139,382.40
12/17/18	2950	PENGUIN	Penguin Management, Inc.	2,916.00		136,466.40
12/17/18	2951	REPUBLIC	REPUBLIC SERVICES #862	93.19		136,373.21
12/17/18	2952	REPUBLIC	REPUBLIC SERVICES #862	93.19		136,280.02
12/17/18	2953	ROBERTSONSH	Robertson, Shoemaker & Associates, PLLC	550.00		135,730.02
12/17/18	2954	SANDERS	Casey Sanders	173.00		135,557.02
12/17/18	2955	STACEY	David M. Stacey	173.00		135,384.02
12/17/18	2956	JOYCES	Joyce M. Stacey	490.00		134,894.02
12/17/18	2957		Pat Stepan	49.06		134,844.96
12/17/18	2958	VERIZON	Verizon Wireless	154.29		134,690.67
12/17/18	2959	VISA5904	VISA	39.00		134,651.67
12/17/18	2960	VISA 8724	VISA	1,076.02		133,575.65
12/17/18	2961	BENCK	Benckenstein & Oxford, L.L.P.	3,597.00		129,978.65
12/17/18	2962	PLARSON	Patrick L. Larson	412.57		129,566.08
<b>Totals</b>				<u>17,994.06</u>	<u>59,870.50</u>	<u>129,566.08</u>

Transaction count = 35

Jefferson County Emergency Services District No. 4

Bank Account Register

Texas First Bank - Savings

November 20, 2018 - December 17, 2018

Date	Reference	Description	Checks/ Payments	Deposits/ Additions	Balance
		Beginning Balance			351,310.37
11/30/18		Savings Account Interest for Month of November 2018		86.62	351,396.99
		<b>Totals</b>	<u>0.00</u>	<u>86.62</u>	<u>351,396.99</u>

Transaction count = 1

Jefferson County Emergency Services District No. 4

Bank Account Register

Post Oak Bank Money Market  
November 20, 2018 - December 17, 2018

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
			Beginning Balance			250,308.22
11/30/18			Money Market Account Interest for Month of November 2018		308.60	250,616.82
			<b>Totals</b>	<u>0.00</u>	<u>308.60</u>	<u>250,616.82</u>

Transaction count = 1

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# Exhibit E

**Jefferson County Emergency Services District No. 4**

**Check List**

Texas First Bank - Checking

November 20, 2018 - December 17, 2018

Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
2936	12/17/18	Advanced Rescue Systems	100.00
2937	12/17/18	Allied Breathing Air, LLC	329.00
2938	12/17/18	JUSTIN CHESSON	324.59
2939	12/17/18	Delta Industrial Service and Supply	1,021.95
2940	12/17/18	Green Acres Grocery, Inc.	106.84
2941	12/17/18	Jeremy D. Hansen	1,250.00
2942	12/17/18	Joshua C. Heinz	400.00
2943	12/17/18	Jefferson County Appraisal District	1,369.18
2944	12/17/18	LaBelle-Fannett Ladies Auxillary	100.00
2945	12/17/18	Patrick L. Larson	1,750.00
2946	12/17/18	Lone Star Lube Right	7.00
2947	12/17/18	Love's Travel Stops & Country Stores	259.54
2948	12/17/18	M & D Supply, Inc.	329.76
2949	12/17/18	Hubert Oxford, IV	400.00
2950	12/17/18	Penguin Management, Inc.	2,916.00
2951	12/17/18	REPUBLIC SERVICES #862	93.19
2952	12/17/18	REPUBLIC SERVICES #862	93.19
2953	12/17/18	Robertson, Shoemaker & Associates, PLLC	550.00
2954	12/17/18	Casey Sanders	173.00
2955	12/17/18	David M. Stacey	173.00
2956	12/17/18	Joyce M. Stacey	490.00
2957	12/17/18	Pat Stepan	49.06
2958	12/17/18	Verizon Wireless	154.29
2959	12/17/18	VISA	39.00
2960	12/17/18	VISA	1,076.02
2961	12/17/18	Benckenstein & Oxford, L.L.P.	3,597.00
2962	12/17/18	Patrick L. Larson	412.57
<b>Vendor Check Total</b>			<u>17,564.18</u>
<b>Check List Total</b>			<u><u>17,564.18</u></u>

Check count = 27

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# Exhibit F



# EMERGENCY REPORTING™

Emergency Reporting  
 2200 Rimland Dr., Suite 305  
 Bellingham, WA 98226  
 www.emergencyreporting.com  
 Phone: 866.773.7678  
 Fax: 866.929.6157

### ER Contact Details

Prepared by Billy Craft Phone (512) 608-8355  
 Email billy.craft@emergencyreporting.com Fax (866) 929-6157

### Customer Contact Details

Account Name Jefferson County ESD#4 (Labelle-Fannett VFD) Quote Number 00017634  
 Contact Name Patrick Larson Created Date 12/16/2018  
 Phone (409) 617-2700 Expiration Date 4/30/2019  
 Email districtmanager@jcsd4.com Customer Type New  
 Ship To 12880 FM 365 Rd.  
 Beaumont, TX 77705  
 County Jefferson  
 Department Type Mostly Volunteer

### Order Summary

Product	Product Code	Quantity	Sales Price	Discount	Total Price	Line Item Description
Fire & EMS Package	CP-1	1.00	\$2,176.00		\$2,176.00	Annual Subscription
Google Maps	GM-1	1.00	\$411.60		\$411.60	Annual Subscription
Fire & EMS Package Setup Fee	CP-S1	1.00	\$1,099.00		\$1,099.00	One-Time Setup
Google Maps Setup Fee	GM-S1	1.00	\$149.00		\$149.00	One-Time Setup
EMS Billing Maintenance	MB-1	1.00	\$499.00	100.00	\$0.00	NEMSIS Export to Health Claims Plus
non-NFIRS Data Import Fee	DI-1	1.00	\$500.00		\$500.00	Apparatus, Equipment, Hydrants, NFIRS, Occupancy, Personnel

### Summary

Bill To Name Jefferson County ESD#4 (Labelle-Fannett VFD)  
 Bill To 12880 FM 365 Rd.  
 Beaumont, TX 77705  
 # Years 1  
 Payment Schedule Yearly

**Year 1 Total**  
 Yearly Subscription \$2,587.60  
 Fees  
 Annual CAD Link \$0.00  
 Maintenance Fees  
 Annual Vision Fee \$0.00  
 Annual Safety Analytics Fee \$0.00  
 One-Time Setup Fees \$1,248.00  
 Annual Interface Fee \$0.00  
 Data Import Fee \$500.00  
 Training Fees \$0.00

Initial invoice will be issued upon receipt of the order form. If this represents a problem for the accounting department please contact your sales rep.

**Billing Cycle Start Date.** The AGENCY agrees that the billing cycle start date will become affective on the 1st of the following month in which the signed order form is received.

Year 1 Cost \$4,335.60  
Estimated Yearly \$2,587.60  
Total: Year 2+

**Data Import & Contact Information - \*Required to Process Order**

FDID NH306

EMSID

FDID:

# 1000994

\*Is the organization tax exempt? yes  no   
If "Yes", please email a copy to orders@emergencyreporting.com or fax a copy to 866-929-6157.

\*Do you have NFIRS data to be imported?  
Yes  No   
- This is included in your setup fee.

There is a \$500 charge (as a group) to import any of the non-NFIRS data listed below. If you wish to import any non-NFIRS data and the "import fee" is not a line item on this order form, please contact your sales rep to have the order form updated. Your order cannot be processed until this fee is added to the above products "line item" list. ER doesn't import training records at this time.

Other Imports (Check all that apply - imported for a fee)

- Equipment
- Occupancy
- Hydrants
- Flow Test
- Personnel
- Apparatus

The ER Support team will configure your account to export NFIRS data to the state fire marshal's office, provided the office receives NFIRS data. As a courtesy, ER will also send a copy of the email to your department. Please enter the department email to receive these email's in the space provided below. Existing Customers and Non-NFIRS orders do not need to complete this section for implementation.

\*Dept. NFIRS Email Recipient:

district chief @ JCESD4.com

- Please check one. (New Customer Accounts Only)  
For Occupancy Module configuration would you like your setup to be based on NFPA  or ICC ?

\* This is for setting up Categories and Subcategories.

\*Account Setup Contact Name:

CHIEF HANSEN

\*Phone#: 409 540 5207

\*e-mail: SAME AS ABOVE

Terms and Conditions

Emergency Reporting, a trade name of Reporting Systems, Inc. ('RSI'), and the above named account ('AGENCY') are entering into an agreement as of the signature date.

## Fire & EMS Solution Terms & Conditions

RSI shall perform the following services:

1. Collect emergency response data via a website accessible at <https://secure.emergencyreporting.com>.
2. Maintain collected data to standards set by FEMA's National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System, version 3.3.4 or 3.4.0 as supported by your state.
3. Provide EMS export services for states that are officially supported by RSI for EMS exports. Due to the number of states that have modified the NEMSIS standard, NEMSIS 3 is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on our website.
4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMSIS 3.
5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, RSI will configure direct submission to the state; if the state prohibits third party submissions, RSI will provide Agency with the applicable data for state reporting requirements.
6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with RSI's internal policies, federal HIPAA regulations, industry practices regarding security, and (if applicable) Department of Defense (DoD) requirements as outlined in DoD directive 8500.1, 8500.2, PIA & SORN, necessary STIGS, and others, as defined by the Secretary of Defense or his/her designee.
7. Provide access to the website by current browser technology as stated in the RSI Users Policies Manual.
8. Provide data backup to guard against data loss in the event of catastrophic system failure.
9. Guarantee uptime of 99.9%, as calculated on an annual basis.

The Agency shall be responsible for the following:

1. Maintain an active user list of accounts that are authorized to access the website.
2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).
3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement. ISP failures are not the responsibility of RSI.
4. Enter emergency response data and all other data into the website per system instructions, support recommendations, and in accordance to the RSI User Policy Manual available on the support page from within Emergency Reporting's website.
5. Use supported web browsers as listed in the RSI User Policy Manual.

### Governing Law

The AGENCY agrees that the rights of user and RSI shall be governed by the Laws of the State of WA, without regard to any conflicts of law, rules or provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be in an appropriate State or Federal Court located in WA State.

### Data Ownership

All data transmitted to the website remains the property of the AGENCY. Retransmission of this data to the necessary state reporting authorities is authorized. Modifying, deleting or other modifications of submitted incident data by RSI is prohibited. Scientific research that is based on broad data trends is authorized, but no AGENCY specific data is to be made visible to any third parties.

### Statute of Limitation

The AGENCY agrees that any cause of action you may have against RSI must be commenced within (6) six months after the claim arises.

### Termination

Either AGENCY or RSI can terminate service at any time upon 30 days written (or email) notice. Future service fees, if any, will be refunded to the Agency.

### Pricing


The AGENCY agrees to the prices set forth in this agreement. RSI reserves the right to modify AGENCY pricing at the billing renewal date, and will provide 30 day advance written notice of its intent to do so.

### Copyright

The AGENCY recognizes that the RSI website is protected under U.S. copyright and trademark law, international conventions and other applicable law. The AGENCY agrees to not license, sell, publish, decompile, reverse engineer, or otherwise deconstruct any portion of RSI's technology.

RSI uses computer technology to collect data, and no such technology is 100% reliable at all times. System failures may occur without warning. Although all efforts will be made to prevent such failures, the AGENCY recognizes that these failures are outside the control of RSI, and agrees to hold RSI, its principals, employees, and agents harmless. If any court holds any portion of this Agreement to be unenforceable, then the remainder of this Agreement shall survive.

### Order Agreement

Print Name Charles O Reneau  
 Title Vice President  
 Phone # 409-781-3127  
 Email \_\_\_\_\_  
 Signature   
 Date 12-17-2018

#### Select Billing Frequency:

*If no billing cycle is selected, the account will automatically be billed yearly.*

Monthly [ ] Yearly [  ]

#### Billing Contact:

*Invoices and billing related information will be sent electronically to this contact. If left blank ER will use the primary contact information listed at the top of this order form:*

Name PATRICK LARSON  
 Email districtmanager@jcesd4.com

Would you like to receive a copy of your invoice via mail please check here: Mail  *AND email*

Mailed invoices will be sent to the billing address list above.

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# Exhibit G

# Mary Ellen Robertson, CPA, PLLC

CERTIFIED PUBLIC ACCOUNTANT

December 17, 2018

To the Board of Commissioners  
Jefferson County Emergency Services District No. 4  
Jefferson County, TX

I am pleased to confirm my acceptance and understanding of the terms and objectives of my engagement and the nature and limitations of the services I will provide.

I will perform the following services:

- 1) I will provide you with the following bookkeeping services:
  - Reconcile checking account with bank statements each month.
  - Review and reconcile your payroll records, payroll tax returns, and payroll tax deposits.
  - Prepare all form 1099's for contract labor persons or businesses.
  - Review all income and expenses, deposits, and adjusting entries each month.

My bookkeeping services will cover the twelve months of the fiscal year ended September 30, 2019.

- 2) I will prepare the monthly financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 4 which comprise the Statement of Activities (Modified Cash Basis) as compared to budget.

The objective of my financial statement preparation portion of the engagement is to prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you. I will conduct this portion of my engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

I am not required to, and will not, verify the accuracy or completeness of the information you will provide to me for the financial statement preparation portion of the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, I will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

My financial statement preparation engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations.

The financial statement preparation portion of the engagement to be performed is conducted on the basis that management acknowledges and understands that my role is the preparation of the financial statements in accordance with the modified cash basis of accounting. Management has the following overall responsibilities that are fundamental to my undertaking the engagement to prepare your financial statements in accordance with SSARS:

- a) The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- b) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- c) The prevention and detection of fraud.
- d) To ensure that the entity complies with the laws and regulations applicable to its activities.
- e) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.

f) To provide me with—

- Documentation and other related information that is relevant to the preparation and presentation of the financial statements,
- Additional information that may be requested for the purpose of the preparation of the financial statements, and
- Unrestricted access to persons within Jefferson County Emergency Services District No. 4 with whom I determine it necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that they have not been audited or reviewed and no CPA expresses an opinion or a conclusion, nor provides any assurance on them.

#### Other Relevant Information

Mary Ellen Robertson is responsible for supervising the engagement.

My fee for these services (bookkeeping assistance, preparation of financial statements and budgeting) will be \$525 per month. In addition, software access charges will be billed as incurred by my firm on a monthly basis. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs. My invoices for these fees will be rendered each month as work progresses and are payable on presentation.

You agree to hold me harmless and to release, indemnify, and defend me from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to me.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

  
Mary Ellen Robertson, CPA, PLLC

Acknowledged:  
Jefferson County Emergency Services District No. 4

  
\_\_\_\_\_  
Jeff Roebuck, President

12/17/18  
\_\_\_\_\_  
Date

December 17, 2018

Board of Commissioners  
Jefferson County Emergency Services District No. 4  
Jefferson County, Texas

I am pleased to confirm my understanding of the services I am to provide for Jefferson County Emergency Services District No. 4, (the District) for the year ended September 30, 2018.

I will prepare the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 4, which comprise the annual basic financial statements of net position and statement of activities, along with the fund financial statements comprised of balance sheet – governmental funds, reconciliation of the governmental funds balance sheet to the statement of net position, and statement of revenues, expenditures and changes in fund balances – governmental funds along with the reconciliation of the governmental funds statement of revenues, expenditures, and changes in fund balance to the statement of activities for the year ended September 30, 2018, and the related notes to the financial statements, and perform a compilation engagement with respect to those financial statements.

In addition, I will compile the schedule of revenue, expenditures and changes in fund balance – budget compared to actual – general fund as required by the Governmental Accounting Standards Board to supplement the basic financial statements.

I will assist your director in adjusting the books of accounts with the objective that I am able to prepare a working trial balance from which financial statements can be prepared. You will provide me with a detailed trial balance and any supporting schedules I require including the management's discussion and analysis which is considered required supplementary information.

#### **Our Responsibilities**

The objective of my engagement is to—

- 1) prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and
- 2) apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

I will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

I am not required to, and will not, verify the accuracy or completeness of the information you will provide to me for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, I will not express an opinion or a conclusion nor provide any assurance on the financial statements.

My engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, I will inform the appropriate level of management of any material errors and any evidence or information that comes to my attention during the performance of my procedures that fraud may have occurred. In addition, I will inform you of any evidence or information

that comes to my attention during the performance of my compilation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. I have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

I, in my professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that my role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America, if applicable.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
- 4) The prevention and detection of fraud.
- 5) To ensure that the Company complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide me with—
  - Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - Additional information that I may request from you for the purpose of the compilation engagement.
  - Unrestricted access to persons within the Company of whom I determine it necessary to make inquiries.
- 8) Including my compilation report in any document containing financial statements that indicate that I have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask my permission to do so.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services and the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

### **Our Report**

As part of my engagement, I will issue a report that will state that I did not audit or review the financial statements and that, accordingly, I do not express an opinion, a conclusion, nor provide any assurance on them. If for any reason, I am unable to complete the compilation of your financial statements, I will not issue a report on such statements as a result of this engagement. I am not independent with respect to Jefferson County Emergency Services District No. 4. I will disclose that I am not independent in my compilation report.

**Other Relevant Information**

I am the engagement accountant and am responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

I estimate that my fees for these services will range from \$2,000 to \$2,500 for the financial statement preparation and compilation. You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. Additional expenses are estimated to be \$100. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs. My invoices for these fees will be rendered as work progresses and are payable on presentation.

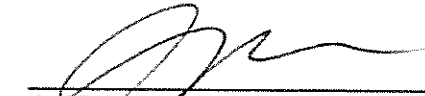
I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you acknowledge and agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to me.

Sincerely,



Mary Ellen Robertson, CPA

Acknowledged:  
Jefferson County Emergency Services District No. 4

  
\_\_\_\_\_  
Jeff Roebuck, President  
12/17/18  
\_\_\_\_\_  
Date

# J. R. Edwards & Associates, LLC

## Certified Public Accountants

---

November 16, 2018

Board of Commissioners  
Jefferson County Emergency Services District No. 4  
Jefferson County, Texas

We are pleased to confirm our understanding of the services we are to provide for Jefferson County Emergency Services District No. 4 (District) for the year ended September 30, 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Jefferson County Emergency Services District No. 4 as of and for the year ended September 30, 2018. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Jefferson County Emergency Services District No. 4's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Jefferson County Emergency Services District No. 4's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist principally of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management discussion and analysis
2. Budgetary information

### Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include

1465 Cornerstone Court, Ste. A ♦ Beaumont, TX 77706  
Phone (409) 924-9100 ♦ Fax (409) 924-0990

tests of the accounting records of Jefferson County Emergency Services District No. 4 and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial

### **Audit Procedures – General, Continued**

misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our

**Audit Procedures – Compliance (continued)**

audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

**Other Services**

We will assist in preparing the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

**Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants

**Management Responsibilities (continued)**

and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or

**Engagement Administration, Fees, and Other (continued)**

containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of J.R. Edwards & Associates, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. General Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of J.R. Edwards & Associates, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by any governmental funding agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We will begin our audit and issue our report at an agreed upon time that is suitable to both parties. James Edwards is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$6,000 - \$7,000. If a Single Audit is required, the any additional fees would be discussed before work is performed. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Jefferson County Emergency Services District No. 4 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter and in our proposal, please sign the enclosed copy and return it to us.

Yours very truly,

James R. Edwards, CPA  
J.R. Edwards & Associates, LLC

**RESPONSE:**

This letter correctly sets forth the understanding of Jefferson County Emergency Services District No. 4.

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

Title: President

Date: 12/17/18

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# Exhibit H

Jefferson County Emergency Services District No. 4

**EVENT RENTAL AGREEMENT**

Rental Fee Rate: \$200.00 Minimum, Additional \$50/Hour over 4 Hours  
Security/Cleaning Deposit: \$250.00  
Separate Rental & Security Deposit Checks Made payable to Jefferson Co. ESD #4  
**NO CASH PAYMENTS ACCEPTED**

Date: \_\_\_\_\_  
Person(s) or Organization: \_\_\_\_\_ (“Lessee”)  
Contact Person: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Home/Work Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Leased Premises: \_\_\_\_\_  
Type of Event: \_\_\_\_\_  
Will Alcoholic Beverages be Served:  No (**Must be acknowledged**)  
Rental Date: \_\_\_\_\_ Set-Up Date: \_\_\_\_\_  
Total Rental Period (Hours): \_\_\_\_\_ Total Rental Fee: \$ \_\_\_\_\_

At least ten (10) days prior to the rental date. Lessee shall pay to JCESD No. 4 the \$250.00 security deposit, plus the total rental fee as set forth above.

Upon payment of the security deposit and total rental fee, and on the rental date (and set-up date if applicable), JCESD No. 4 will provide access to the building to the Lessee.

The security deposit will be returned to Lessee only if the following conditions are satisfied:

- Rental area is cleaned up.
- Floors swept and mopped.
- Spills wiped up.
- Table tops and chairs cleaned.
- Furniture repositioned.
- All garbage picked up (inside and outside).
- Garbage bags placed in dumpster.
- HVAC thermostat set per instructions.
- Lights turned off.
- Doors locked.
- No property damage.
- No Smoking Permitted In The Building

Once the event is held and all duties of the Lessee under this agreement have been, in the opinion of JCESD No. 4, properly executed, and any additional rental fees have been fully paid, the security deposit check will be returned by JCESD No. 4 to Lessee.

The following JCESD No. 4 representative should be contacted if any problems arise during the event: \_\_\_\_\_.

**Event Restrictions:**

- No Alcohol
- No illegal activities or drugs
- No firearms.
- No taping, nailing or thumb tacking of decorations or signs to any wall, door or ceiling.
- Lessee responsible to see that parking is managed so there is no impediment to emergency responders and/or equipment at all times. No parking in the front of the build except in the Handicap spaces and then only by a properly marked vehicle.

The premises shall be used for the type of event described above and for no other purposes.

The leased premises are restricted to the common meeting room, the bathrooms, the covered area on the West side of the building and the grassed (non-paved) parking areas. At no time may the Lessee, or any guest of the Lessee, be allowed to enter the equipment bays area of the building.

Lessee shall be responsible for all persons who attend the function and shall ensure that all persons act in an orderly, responsible and safe manner. JCESD No. 4 retains the right to terminate the event or expel any person or persons who are deemed to be unruly, unsafe, illegally or acting with dangerous behavior or who are in violation of any other clause of the contract. Lessee shall also be responsible for any damage to the leased premises during the subject rental, regardless of cause and shall promptly reimburse JCESD No. 4 in full for such damages.

In consideration of the leasing of the subject premises of JCESD No. 4 to Lessee, the undersigned Lessee hereby releases JCESD No. 4 and its commissioners, officers, employees, members, and representatives from any and all suits, actions, compensation, consequential and punitive damages, any and all property damage, personal injuries, illnesses, death resulting from any occurrence or accident that may occur as a result of or arise out of leasing or use of the described premises by Lessee.

This rental agreement shall be governed by the laws of the State of Texas. The parties agree that jurisdiction and venue shall lie exclusively in the appropriate trial court of Jefferson County, Texas.

The undersigned Lessee hereby agrees to indemnify, defend and hold harmless JCESD No. 4 and its commissioners, officers, employees, members, and representatives from any claims brought by any person or entity arising out of or related to this agreement.

In the event that any court of competent jurisdiction enters a final order determining that any provision of this rental agreement is unenforceable, all other provisions of this agreement shall survive and continue in full force and effect.

**Lessee**

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

If Lessee if an Organization, Name  
and Title of Signing Representative: \_\_\_\_\_

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

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

**Jefferson County Emergency Services District No. 4**

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

Position: \_\_\_\_\_

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