

**SPECIAL, 2/5/2018 1:30:00 PM**

BE IT REMEMBERED that on February 05, 2018, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF DEPUTY COOPER

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*February 05, 2018*

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  
February 05, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **05th** day of **February 2018** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

Immediately following Commissioners Court: Workshop to receive information from Dr. Sim regarding the findings of the Kaiser Family Foundation Report, An Early Assessment of Hurricane Harvey's Impact on Vulnerable Texans in the Gulf Coast Region, and to discuss interest in EHF supporting long-term disaster recovery planning in Jefferson County.

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

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

## **PURCHASING:**

1. Receive and file Change Order No. 2 for (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors for an increase of (21) working days due to inclement weather conditions; bringing the total number of working days for this project from (90) days to (111) days. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

**SEE ATTACHMENTS ON PAGES 9 - 10**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve the rebuild of the guide Vane Section of the Old Trane CVH770 Chiller at the Ford Park Central Plant with Industrial and Commercial Mechanical in the amount of \$15,817.24. This is in accordance (IFB 15-023/YS) Term Contract for HVAC Maintenance, Repair and Emergency Services for Ford Park.

**SEE ATTACHMENTS ON PAGES 11 - 12**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve the Cooling Tower Fill and Drift Eliminators at the Ford Park Central Plant with Industrial and Commercial Mechanical in the amount for one (1) tower of \$63,531.60 and for two (2) towers in the amount of \$118,534.90. This is in accordance (IFB 15-023/YS) Term Contract for HVAC Maintenance, Repair and Emergency Services for Ford Park.

**Recommendation for option 1 - replace one tower, contingent on meeting with Commissioner Alfred prior to repairs.**

**SEE ATTACHMENTS ON PAGES 13 - 14**

**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*  
*February 05, 2018*

4. Consider and approve Cardinal Health-Letter of Participation with Vizient Supply, LLC for the Jefferson County Pharmacy to utilize Vizient Supply LLC pricing until 04/30/2020. This is agreement was formerly a Med Assets Contract #MSO1320.

**SEE ATTACHMENTS ON PAGES 15 - 24**

**Motion by: Commissioner Alfred**

**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 professional service agreement (PROF 18-003/JW) with LJA Engineering for environmental consulting services for the continued implementation of the Pesticide General Permit for the Jefferson County Mosquito Control District; for an estimated cost not to exceed \$8,800.00 without prior approval.

**SEE ATTACHMENTS ON PAGES 25 - 30**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

6. Consider and approve, execute, receive and file professional service agreement (PROF 18-004/DC) with Fittz & Shipman, Inc. for the repair of Hangar 2 and demolition of Hangar 3 at Jack Brooks Regional Airport; for a total estimated cost of \$14,800.00.

**SEE ATTACHMENTS ON PAGES 31 - 52**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**



## **COUNTY AUDITOR:**

7. Regular County Bills - check #442716 through checks #442944.

**SEE ATTACHMENTS ON PAGES 53 - 62**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

8. Consider and approve budget transfer –Law Enforcement Training - computers

|                   |                    |            |            |
|-------------------|--------------------|------------|------------|
| 249-3015-421-6002 | COMPUTER EQUIPMENT | \$2,600.00 |            |
| 249-3015-421-3084 | MINOR EQUIPMENT    |            | \$2,600.00 |

**SEE ATTACHMENTS ON PAGES 63 - 63**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

9. Consider and approve budget transfer – Service Center - additional cost for repairs to building

|                   |                       |             |             |
|-------------------|-----------------------|-------------|-------------|
| 120-8095-417-4009 | BUILDINGS AND GROUNDS | \$10,320.00 |             |
| 120-8095-417-3037 | GASOLINE              |             | \$10,320.00 |

**SEE ATTACHMENTS ON PAGES 64 - 65**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

10. Consider and possibly approve out-of-state travel for County Judge, Jeff R. Branick to attend the 2018 NACo Legislative Conference in Washington, D.C., March 3-7, 2018

**SEE ATTACHMENTS ON PAGES 66 - 67**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

11. Consider and possibly approve appointing Dr. Tom Noyola as an Executive Board Member of the Southeast Texas Disaster Recovery Team. This is an appointment of Commissioner Everette “Bo” Alfred.

**SEE ATTACHMENTS ON PAGES 68 - 68**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **ENGINEERING:**

12. Consider and possibly approve a pdf of Quail Run Subdivision, a called 68.85 and a called 26.06 acre tract totaling 94.91 acres, located off of F.M. Highway 365 in Precinct No. 4. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 69 - 70**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

13. Please consider and possibly approve a letter of Cooperative Agreement between the Jefferson County Sheriff's Office and the Rape and Suicide Crisis Center. This Cooperative agreement establishes participation as developed by the Attorney General Office's Sexual Assault and Crisis Division. Continued participation in this agreement, is vital to the continuation of services for victims of sexual assault, both primary and secondary in our region.

**SEE ATTACHMENTS ON PAGES 71 - 76**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

14. Please consider and possibly approve modifications to Intergovernmental Agreement between Jefferson County and the United States Department of Justice United States Marshal Service. The purposes of these modifications are to incorporate the Department of Labor Wage Determination 2015-5217 Revision 5 dated 8/9/2017 into the current agreement and revise modification numbers in the current agreement. No other terms or conditions, to include price, are affected by these changes.

**SEE ATTACHMENTS ON PAGES 77 - 89**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

15. Please consider and possibly approve a Memorandum of Understanding between the Jefferson County Sheriff's Office and Lamar Institute of Technology. This MOU is a continuation of a long standing partnership in the training of Police Officers and Correction Officers in Jefferson County. Continued participation in these efforts provides valuable education to these officers.

**SEE ATTACHMENTS ON PAGES 90 - 91**

**Motion by: Commissioner Arnold**

**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*  
*February 05, 2018*

16. Consider and possibly adopt a Resolution recognizing Christopher W. Berry for 25 years of dedicated service to the Jefferson County Sheriff's Department and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 92 - 92**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

17. Consider and possibly adopt a Resolution recognizing Kimberly R. Hadnot for 29 years and 1 month of dedicated service to the Jefferson County Sheriff's Department and to the citizens of Jefferson County and wishing her well in her retirement.

**SEE ATTACHMENTS ON PAGES 93 - 93**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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

IPB 17-008/JW



## Construction Contract Change Order

**A505**

Grant Recipient: JEFFERSON COUNTY, TEXASSelect: ☐ City ☒ CountyContract No.: 7216231Change Order No.: 2Region: SETRPC

Contractor:

(Name and Address) MK Constructors  
2485 North St.  
Vidor, Texas 77662

Engineer:

(Name and Address) Action Civil Engineers, PLLC.  
8460 Central Mall Drive  
Suite J  
Port Arthur, Texas 77642

 Select Change Order Type(s): ☒ Change to Existing Line Items ☐ New Items Requested ☒ Change in Contract Duration

Grant recipient is requesting Texas Department of Agriculture review to determine eligibility of change order expenses.

**Changes to Existing Line Items (Items from original bid or added in previous change order ONLY)**

| Bid Item #                 | Item Description | Original Qty. | Proposed Qty. | UOM | Unit Price | Δ Qty. | Change in Contract Price | + |
|----------------------------|------------------|---------------|---------------|-----|------------|--------|--------------------------|---|
|                            |                  |               |               |     |            |        |                          |   |
| Contract Change Sub-Total: |                  |               |               |     |            |        |                          |   |

**Change in Contract Duration**

Provide explanation below (attach separate documentation as necessary).

Rain Days

Original Contract End Date:

3/4/2018

Net change of previous Change Orders (days):

0

Increase/Decrease of this Change Order (days):

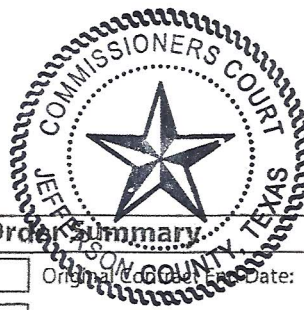
21

Change Order Contract End Date

3/25/2018

**Justification for Change**

|   | Increase                            | Decrease                            | No Change                           |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Effect of this change on scope of work:  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. Effect on operation and maintenance costs:   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
|   | Yes                                 | No                                  | Not Applicable                      |
| 3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. 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"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Is the TCEQ clearance still valid?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 6. Are other TxCDBG contractual special condition clearances still valid?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |



ATTEST

DATE

Carolyn L. Hume  
2/5/18

### Change Order Summary

|                               |              |  |           |
|-------------------------------|--------------|--|-----------|
| Original Contract Price:      | \$205,864.00 | Original Contract End Date:                    | 3/4/2018  |
| Net Previous Change Order(s): | \$0.00       | Net change of previous Change Orders (days):   | 0         |
| This Net Change Order:        |              | Increase/Decrease of this Change Order (days): | 21        |
| New Contract Price:           | \$205,864.00 | Change Order Contract End Date                 | 3/25/2018 |
| Cumulative % Change:          | 0.0%         |  |           |

NOTE: Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

### Grant Recipient Approval (REQUIRED)

|  |                          |
|--|--------------------------|
| <u>[Signature]</u><br>Authorized Signature | January 22, 2018<br>Date |
|--|--------------------------|

Jeff R. Branick, Jefferson County Judge  
Authorized Signatory's Name and Title

### Engineer's Recommendation

|   |                |
|---|----------------|
| <u>William V. Larrain, P.E.</u><br>Engineer's Signature | 1/8/18<br>Date |
|---|----------------|

William V. Larrain, P.E.  
Engineer's Name

### Contractor's Authorization

|   |                |
|---|----------------|
| <u>* Kenneth D. Stewart</u><br>Contractor's Signature | 2/3/18<br>Date |
|---|----------------|

Kenneth D. Stewart Contractor's Name and Title President

To receive an email copy of the TDA response, provide contact information below

|      |       |   |
|------|-------|---|
| Name | Email | + |
|      |       | - |

### For TDA office use only

|                            |                   |  |                |
|----------------------------|-------------------|--|----------------|
| This Net Change Order:     |                   | Increase/decrease of this Change Order (days):   | 21             |
| Net Change Order Approved: |                   | Increase/decrease of this Change Order Approved: | 21             |
| Approved Contract Amount:  | <u>205,864.00</u> | Approved Contract Time:                          | <u>3/25/18</u> |

Notes:

|   |                 |
|---|-----------------|
| <u>[Signature]</u><br>Contract Specialist Signature | 1/30/18<br>Date |
|---|-----------------|



FORD PARK -CHILLER PLANT-PERFORM REBUILD OF GUIDE VANES ON OLD TRANE CVH770 CHILLER  
REPAIR PROPOSAL



**Industrial and Commercial  
Mechanical**

TACLA23943C  
4445 Westpark Avenue  
Beaumont, TX 77705  
Phone (409) 842-3737  
Fax (409) 842-3738

January 19, 2018

**Ford Park Event Center**  
**5115 I-10 South | Beaumont, TX | 77705**

**ATTN:** Mr. Danny Broussard – Ford Park Facility Director of Operations  
**Subject:** Ford Park- CHILLER PLANT – Perform Guide Vane Rebuild Job on TRANE CVH770 Chiller  
**Reference:**

Dear Mr. Broussard,

**Industrial Commercial Mechanical is pleased to offer the following proposal to perform a Rebuild of the Guide Vane Section of the old TRANE CVH770 Chiller; as listed below for your review;**

| <u>Item</u> | <u>QTY</u> | <u>Description</u>   |
|-------------|------------|--|
| 1.          | 2          | Furnish HVAC Technicians; Labor to remove existing Refrigerant, <b>Weigh and store Existing Refrigerant in Recovery Cylinder</b> , Dismantle Compressor Guide Vane Section On Trane CVH770 Chiller, Remove and Perform Shop Rebuild of Guide Vanes with new, New Trane OEM Parts, Reassemble Trane Compressor section and Test operations. |
| 2.          | 1          | Misc. Service Materials needed to perform work   |
| 3.          | 1          | Furnishing Large Recovery Tank to hold refrigerant while work is in progress   |
| 4.          | 1          | Large Refrigerant Recovery Machine to remove existing Freon Charge.  |
| 5.          | 1          | Furnishing Nitrogen Cylinder; for pressure testing of completed Work.  |

**Important Note**

**Existing Refrigerant R123 in Chiller will be removed, Charge will be Weighed and stored in recovery Tank while Work is being completed, please note that if additional refrigerant is needed for machine; this will be brought to the attention of management for approval, for Billing of additional refrigerant.**

**Proposed Labor and Materials Price to perform the listed repair work:**

|              |  |
|--------------|--|
| <b>Labor</b> | <b>8280.24</b>                         |
| <b>Parts</b> | <b>7537.24</b>                         |
| <b>Total</b> | <b>\$15,817.24 Tax is not included</b> |

Thank you for your request for this proposal. We would appreciate the opportunity to provide these services. Please let me know if you would like to proceed with the proposed service repair, and what purchase order number we will utilize, for our billing for services.

As always, we thank you for your business and the opportunity to provide our services.

Regards,

*Jerry F. Johnson*

Service Sales Representative  
Mobil: 409-658-8797  
jjohnson@ic-mechanical.com  
Industrial & Commercial Mechanical

TACLA 23943C – Regulated by the Texas Department of Licensing and Regulation

PO Box 12157  
Austin, TX 78711  
1-800-803-9202, 512-463-6599

**From:** Broussard, Danny  
**Sent:** Thursday, January 25, 2018 1:37 PM  
**To:** Oliveira, Claudio  
**Subject:** Central Plant Cooling Tower Media and Trane 770 Chiller

Central Plant Issues:

1. Trane CVH770 Guide Vane – The Guide Vane Arm (which partially controls/regulates the cooling tubes and pressure within the chiller) has broken. This signifies a internal chiller problem. The unit must be disassembled to be repaired. It is currently shut down. Out of service. Please see ICM estimate January 19<sup>th</sup> titled "Compressor Guide Vane Repair". ICM's opinion is that this section of the unit is simply wore out due to use. The Central Plant system was designed to have two chillers alternating the work load. For years, there has only been the single large Trane Chiller.
2. Cooling Tower Media - The new chiller installation has brought to light a cooling tower problem. The Cooling Tower Media is rapidly falling apart. Its life expectancy is 12-15 years. It was installed in 2003. The Cooling Media helps filter the water, and returns it to the Chiller at the proper temperature. Harvey, and the recent ice storm definitely were to the detriment of the unit. It was on my list for the 2019 budget year (to be submitted in May). However, ICM (the county HVAC vendor) feels the media will not last that long. They now feel it is an Emergency Repair. ICM feels it will not make it through the Spring (as temps begin to rise).  
 The new chiller keeps shutting itself down due to water temp returning from the towers. Pieces of the media are also found in the pump filters. ICM recommends the repair of at least one tower to maintain operation. Please see the attached ICM estimate "Chiller Plant Media" from January 2<sup>nd</sup>.

**Danny Broussard**

Director of Operations  
 Ford Park Entertainment Complex  
 Spectra Venue Management  
 Beaumont, Tx  
 o 409-951-5425  
 m 409-273-9765  
[Danny\\_Broussard@comcastspectacor.com](mailto:Danny_Broussard@comcastspectacor.com)  
[www.fordpark.com](http://www.fordpark.com)  
[www.SpectraExperiences.com](http://www.SpectraExperiences.com)



FORD PARK -CHILLER PLANT-REPLACEMENT OF COOLING TOWER FILL MEDIA AND SUPPORTS - PROPOSAL



**Industrial and Commercial  
Mechanical**

TACLA23943C  
4445 Westpark Avenue  
Beaumont, TX 77705  
Phone (409) 842-3737  
Fax (409) 842-3738

January 2, 2018

**Ford Park Event Center**  
5115 I-10 South | Beaumont, TX | 77705

**ATTN:** Mr. Danny Broussard – Ford Park Facility Director of Operations  
**Subject:** Ford Park- REPLACEMENT OF COOLING TOWER-FILL MEDIA AND DRIFT SUPPORTS  
**Reference:**

Dear Mr. Broussard,

**Industrial Commercial Mechanical is pleased to offer the following proposal as listed below:**

The fill and drift eliminators in the cooling towers serving the Ford Park are in poor condition. To begin fill materials is designed for a 10-15 year service life. The fill materials in the cooling towers serving the Ford Park are heavily fouled with dirt and debris. The fouling is so heavy that the fill supports are badly bowed and the fill section could collapse. We suggest addressing this issue as soon as possible to prevent a failure.

**PROPOSED QUOTED PRICING TO PERFORM THE PROPOSED WORK**

**1. Cooling Tower Fill & Drift Eliminators**

Provide labor and materials to replace the fill and drift eliminators and fill supports in the cooling towers serving Ford Park. Proposal pricing includes disposal and freight.

**Price (One Tower).....\$63,531.60**

**Price (Both Towers).....\$118,534.90**

**ITEMS NOT INCLUDED IN PROPOSAL**

- Any Changes or Modifications not included in proposal or proposed scope of Work; require written Authorization by customer, before proceeding with such work.
- All work is proposed being performed during Straight Time hours – Overtime work hours; is Not Included in this proposal pricing.

Thank you for your request for this proposal. We would appreciate the opportunity to provide these services. Please let me know if you would like to proceed with the proposed service repair, and what purchase order number we will utilize, for our billing for services.

As always, we thank you for your business and the opportunity to provide our services.  
Regards,

*Jerry F. Johnson*

Service Sales Representative  
Mobil: 409-658-8797  
jjohnson@ic-mechanical.com  
Industrial & Commercial Mechanical

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**To:** Oliveira, Claudio  
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**Danny Broussard**

Director of Operations  
 Ford Park Entertainment Complex  
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[Danny\\_Broussard@comcastspectacor.com](mailto:Danny_Broussard@comcastspectacor.com)  
[www.fordpark.com](http://www.fordpark.com)  
[www.SpectraExperiences.com](http://www.SpectraExperiences.com)



## EXHIBIT C.3

## LETTER OF PARTICIPATION FORM

The logo for Vizient, featuring the word "vizient" in a lowercase, bold, sans-serif font.

**Cardinal Health 110, LLC and Cardinal Health 411, Inc.  
Pharmacy Distribution - Letter of Participation  
Vizient Supply, LLC f/k/a Novation, LLC**

**THIS LETTER OF PARTICIPATION ("LOP")** is entered into between North Jefferson County ("Member"), and Cardinal Health 110, LLC and Cardinal Health 411, Inc. (collectively, "Distributor"), and is made effective the first day on which both parties have executed this LOP ("Effective Date").

**WHEREAS**, Vizient and Distributor entered into an agreement with an effective date of May 1, 2015, as may be amended from time to time (the "Base Agreement"), under which Distributor agreed to distribute Products (as defined in the Base Agreement) to members of clients of Vizient, subject to the terms and conditions of the Base Agreement;

**WHEREAS**, the Initial Term of the Base Agreement ends on April 30, 2020;

**WHEREAS**, Member (a) is eligible to participate in the Base Agreement, and (b) owns, manages and/or operates one or more "Facilities" (as defined in Paragraph 1 below); and

**WHEREAS**, Member desires to make a three (3) or four (4) year commitment to use Distributor as Prime Vendor (as defined in Paragraph 3 below) and to receive a corresponding Markup Incentive (defined in Paragraph 2 below) as further described in Paragraph 3 below.

**NOW THEREFORE**, in consideration of the promises and mutual obligations and undertakings set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**1. BASE AGREEMENT; DEFINITION OF FACILITY:**

- a. The terms and conditions of the Base Agreement shall apply to all purchases consummated pursuant to this LOP, except as otherwise specifically set forth herein. In the event of a conflict between the terms and conditions of this LOP and the Base Agreement, this LOP shall control. Capitalized terms in this LOP shall have the meanings given to them in the Base Agreement, unless otherwise defined herein.
- b. "Facility" means any pharmacy or hospital which Member owns, manages and/or operates. A list of all Facilities as of the Effective Date, including their respective

“ship to” addresses and number of deliveries per week is attached to this LOP as Attachment 1 and is incorporated herein by reference. Additional Facilities may be added to Attachment 1 upon the mutual written agreement of Distributor and Member and such agreement by Distributor shall not be unreasonably withheld. When Member requests that Distributor set up any 340B contract pharmacy(ies) pursuant to the 340B Drug Purchase Program established by the Veteran’s Health Care Act of 1992, Section 340B of Public Law 102-585, Member will pay Distributor a one-time set-up fee of \$150.00 per 340B contract pharmacy. Member must provide monthly volume projections and delivery schedule (frequency and specific days) for each 340B contract pharmacy to be set up by Distributor. Deliveries to 340B contract pharmacies will be at a time of day determined solely by Distributor.

2. **ENHANCEMENTS:** In consideration of Member’s agreements in Paragraphs 3 (Member Commitment), 4 (Term), 5 (LOP Termination), and 6 (Prime Vendor) below, Distributor shall provide Member and the Facilities with the financial enhancements, including the Member Markup incentive set forth in Paragraph 3 (Member Commitment) (the “Markup Incentive”).
3. **MEMBER COMMITMENT:** Member hereby elects to make a three (3)-year or four (4)-year commitment to use Distributor as prime vendor, as such term is further described in Paragraph 6 below (“Prime Vendor”), by selecting the applicable option below. The applicable Member Markup shall be adjusted by the corresponding Markup Incentive.

| Check <b><u>ONE</u></b> option, below: | Commitment Term           | Markup Incentive             |
|--|---------------------------|------------------------------|
| <input type="checkbox"/>               | Three (3) year commitment | -0.40%* (forty basis points) |
| <input checked="" type="checkbox"/>    | Four (4) year commitment  | -0.50%* (fifty basis points) |

**4. TERM:**

- a. This LOP shall be effective beginning on the Effective Date and continue for the duration of the selected Commitment Term set forth in Paragraph 3 (the "LOP Term").
- b. Subject to the following Paragraph, if the LOP Term ends after expiration of the Base Agreement (i.e., April 30, 2020, unless Vizient elects to extend the term of the Base Agreement), this LOP shall continue in effect as long as Distributor and Vizient are continuously parties to a pharmacy distribution services agreement following the Base Agreement's expiration, including as the result of Vizient's award to Distributor of a successor pharmacy distribution services agreement (a "Successor Agreement"). In these circumstances: (i) this LOP shall be read and interpreted in conjunction with the provisions of the Successor Agreement that correspond to those in the Base Agreement governing the provision of Services by Distributor to Members (the "Corresponding Provisions"), and (ii) promptly following the effective date of the Successor Agreement, this LOP shall be attached to the Successor Agreement. For purposes of clarification, in no event shall this LOP continue beyond the LOP Term (as may be extended by mutual agreement of the Parties).
- c. Notwithstanding any provision to the contrary in the prior paragraph:
  - i. In conjunction with the negotiation, finalization and execution of the Successor Agreement, if any, Vizient will evaluate in good faith the Successor Agreement's impact on Member by (A) comparing the terms, conditions and Member Markup generally available under the Successor Agreement to the terms, conditions, Member Markup and other enhancements available to Member under the Successor Agreement and this LOP, including all enhancements set forth in Paragraph 3 (Member Commitment) (the "Successor Agreement Comparison") and (B) comparing the Corresponding Provisions (the "Corresponding Provisions Comparison"). Upon evaluation of the Successor Agreement, and after good faith consultation with Distributor, and based on the results of the Successor Agreement Comparison and

Corresponding Provisions Comparison, Vizient will notify Distributor and Member of one of the following three outcomes:

1. Successor Agreement is More Favorable for Member than LOP: Should Vizient reasonably determine, based on the Successor Agreement Comparison, that the terms, conditions and Member Markup generally available under the Successor Agreement, when taken as a whole, are materially advantageous when compared with the terms, conditions, Member Markup and other enhancements available to Member under the Successor Agreement and this LOP, when taken as a whole (including all enhancements set forth in Paragraph 3 (Member Commitment)), Member, Distributor and Vizient promptly shall enter into an amendment to this LOP pursuant to which the terms, conditions and Member Markup generally available under the Successor Agreement shall be provided to Member in lieu of the enhancements set forth in Paragraph 3 (Member Commitment) for the remainder of the LOP Term; or

2. Successor Agreement Less Favorable for Member than Base Agreement: Should Vizient reasonably determine, based on the Corresponding Provisions Comparison, that the applicable provisions of the Successor Agreement, when taken as a whole, are materially disadvantageous in comparison to the applicable provisions of the Base Agreement, when taken as a whole, Member shall have the unilateral right to terminate this LOP with sixty (60) days' written notice to Distributor (with a copy to Vizient) provided such termination notice is issued no later than sixty (60) days after the effective date of the Successor Agreement. During the sixty (60) days following Member's notice of termination, Member may establish a relationship with another distributor to reasonably satisfy Member's pharmacy needs, and such relationship could cause Distributor to lose Prime Vendor status with Member. In this event, during the sixty (60) day notice period, Distributor may not increase the applicable Member Markup or in any other way take away financial incentives or impose new fees on Member as a result of losing the Prime Vendor status; or

3. Successor Agreement is Neutral for Member: Should Vizient reasonably determine, based on the Successor Agreement Comparison and Corresponding Provisions Comparison, that the Successor Agreement will not materially advantage or disadvantage Member as provided in subparagraphs 1 and 2 above, respectively, this LOP shall remain in effect without modification for the remainder of the LOP Term.

ii. If the Base Agreement expires and is not replaced by a Successor Agreement, this LOP will automatically and simultaneously terminate without penalty to Member.

**5. LOP TERMINATION:** In addition to Member's termination right set forth in Paragraph 4(c)(i)(2) (Successor Agreement is Less Favorable for Member than Base Agreement) above, Member or Distributor may effect an early termination of this LOP only in the following circumstances. Any such early termination of this LOP shall not affect the term of the Base Agreement (or any Successor Agreement).

- a. **Termination for Cause.** Member or Distributor may effect an early termination of this LOP upon the occurrence of a material breach by the other party. The parties agree that a "material breach" hereunder shall include, but not be limited to, either party's failure to perform its respective obligations in accordance with the terms of Sections 9.K(1), (2) or (4), Product Compliance and Quality, or Section 14.C, Management Reporting System Access for Members, (provided the failure to comply with Section 14.C has a material impact on the non-breaching party) of the Base Agreement. The non-breaching party must give written notice to the breaching party of the occurrence of such breach. The notice must describe in detail the nature of the breach. The breaching party will have the opportunity to cure its breach to the reasonable satisfaction of the non-breaching party during a sixty (60) day period beginning on the date the breaching party receives the written notice (the "Cure Period"). In the alternative, if such breach is of a nature that it cannot be cured in sixty (60) days, the breaching party must commence and diligently prosecute in good faith the cure of such breach within the Cure Period and cure such breach within ninety (90) days. If the breach is not cured by the expiration of the Cure Period, or the breaching party does not cure the breach within ninety (90) days under the circumstances permitted in the foregoing sentence, then the non-breaching party may provide written notice to the breaching party that this LOP will be terminated in thirty (30) days following the expiration of the Cure Period.
- b. **Termination for Adjusted Fill Rate.** If Member experiences two (2) consecutive months of Adjusted Fill Rate at ninety-four point nine percent (94.9%) or lower, even if Distributor is paying liquidated damages to Member for such Adjusted Fill Rate performance, the Member will have the unilateral right to terminate this LOP with thirty (30) days written notice. During the thirty (30) day notice period, Member may establish a relationship with another distributor to reasonably satisfy their pharmacy needs, and such relationship could cause Distributor to lose Prime Vendor status with the Member. In this event, Distributor may not increase the applicable Member Markup or in any

other way take away financial incentives or impose new fees on Member as a result of losing the Prime Vendor status.

- c. **Distributor Loss of Vizient Contract.** In the event the Base Agreement or any subsequent extension or replacement (including a Successor Agreement) with Distributor expires or is earlier terminated for any reason during its Term, this LOP shall automatically and simultaneously terminate without penalty to Member.
  - d. **Distributor or Member Insolvency.** Member or Distributor may automatically terminate this LOP without penalty if the other party (Member or Distributor, as applicable) becomes bankrupt or insolvent, makes an unauthorized assignment for the benefit of creditors or goes into liquidation, has proceedings initiated against it for the purpose of seeking a receiving order or winding up order, or applies to the courts for protection from its creditors.
  - e. **Distributor Change of Control Event:** If Distributor experiences a “change of control” (such as a merger with another company or being acquired by another company), then Member may terminate this LOP without penalty upon sixty (60) days’ written notice.
  - f. **Member Change of Control Event:** If Member experiences a “change of control” (such as a merger with another company or being acquired by another company), then Member may terminate this LOP without penalty upon sixty (60) days’ written notice.
  - g. **Mutual Consent:** If Distributor and Member mutually agree to terminate this LOP, then such termination will be without penalty to Member and will be effective after sixty (60) days’ written notice.
6. **PRIME VENDOR:** Throughout the LOP Term, in order to receive the Markup Incentive, Member must order not less than ninety percent (90%) of all dollars spent on each category of the following Products (i.e. branded, generic and Drop Shipments) by using Distributor as its prime vendor for the purchase of such products normally purchased through wholesale pharmaceutical distributors. To the extent that Distributor is unable to supply such Products, those purchases shall be excluded from the ninety percent (90%) calculation. If Distributor believes that a Member is not utilizing Distributor as the Prime Vendor (as defined above), then (i) Distributor shall provide evidence supporting such belief to Member and Vizient and (ii) Distributor and Member shall promptly meet in good faith to discuss such concern. For purposes of clarification (i) the ninety percent purchase threshold set forth in this Section is a condition for



receiving the applicable Member Markup and Markup Incentive (and not a requirement under this Addendum) and (ii) a Member's failure to meet the ninety percent (90%) threshold as set forth herein shall not constitute a breach of any Member obligation but shall instead only result in Member not receiving the Member Markup and Markup Incentive.

7. **MEDICARE/MEDICAID DISCLOSURE:** If and to the extent any discount, credit, rebate or other purchase incentive is paid or applied by Distributor with respect to the Products or Services purchased hereunder, such discount, credit, rebate or other purchase incentive may constitute a "discount or other reduction in price," as such terms are defined under the Medicare/Medicaid Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h)), on the Products purchased by Member or any Facility hereunder, Member and/or its Facility(ies) may have an obligation to accurately report, under any state or federal program which provides cost or charge based reimbursement for the Products or Services covered by this LOP, or as otherwise requested or required by any governmental agency, the net cost actually paid by Member and/or its Facility(ies).
8. **LICENSES; OWN USE:** Member represents, warrants and certifies that it and each of its Facilities has all required governmental licenses, permits and approvals required to purchase, use and/or store the Products purchased from Distributor and that all of Member's or each Facility's purchases hereunder are for its "own use", if applicable, in the Facilities, as such term is defined in judicial or legislative interpretation, and not for resale to anyone other than the end user.
9. **CONFIDENTIALITY:** "Confidential Information" means the information in this LOP and any other non-public information (which non-public information is identified as confidential in writing by one party to the other party). Member may not use or disclose any Confidential Information received from Distributor for any purpose (except as required by law) other than in connection with its evaluation of this LOP. Notwithstanding the forgoing, Distributor shall not prevent a Member from disclosing its invoice data.
10. **ENTIRE AGREEMENT:** This LOP, together with the Base Agreement, constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements, understandings and representations or promises exchanged by the parties, whether verbal or written. This LOP may not be modified except through a writing that is signed by Member, Distributor, and Vizient, with the exception of any promissory note, security agreement or other credit or financially related document(s) executed by Member and Distributor.

- 11. LIMITATION OF LIABILITY:** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL CLAIMS, LIABILITIES OR DAMAGES.
- 12. COMPLIANCE:** Prior to purchasing any Products under this LOP, Member shall complete a Compliance Representations and Warranties for Customers in the form provided by Distributor. Member acknowledges and agrees that Distributor will have no obligation to sell any Products to Member until such document has been signed by Member.

IN WITNESS WHEREOF, Member and Distributor, intending to be bound by the terms of this LOP and having the authority to bind their respective corporations, hereby execute this LOP by placing their signatures below:

## MEMBER

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

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

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

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

*[Signature]*  
 Jeff Branick  
 County Judge  
 02/05/2015

CARDINAL HEALTH 110, LLC  
 CARDINAL HEALTH 411, INC.

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

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

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

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

*Joel S. McTopy*

Joel S. McTopy

VP, Enterprise Contracting

1/25/2018

RECEIVED BY: VIZIENT SUPPLY, LLC

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

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

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

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

ATTEST  
 DATE

*Carolyn L. Hardy*  
 2/5/18



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

Phone No.: \_\_\_\_\_

Member ID No.: \_\_\_\_\_

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

Problems? Contact us at [vizientsupport@vizientinc.com](mailto:vizientsupport@vizientinc.com) or call Member Support at (800) 842-5146

**PHARMACY DISTRIBUTION - LETTER OF PARTICIPATION**

**ATTACHMENT 1**

## LIST OF MEMBER FACILITIES

[illegible]



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702  
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

PROF 18-003/JW<sup>25</sup>

January 25, 2018

Kevin Sexton  
Director  
Jefferson County Mosquito Control  
8905 First Street  
Beaumont, Texas 77705

**Re: Environmental Consulting Services (Proposal No. 18-00335)**  
Pesticide General Permit Implementation 2018

Mr. Sexton,

Submitted for your review is an outline of proposed services for the continued implementation of the Jefferson County Mosquito Control Pesticide General Permit.

Costs for this project will be billed on a time and materials basis with an estimated cost of **\$8,800.00**. These cost will not be exceeded without prior approval. Time will be billed according to the attached rate sheet.

We appreciate your consideration of our firm for this project. If this proposal meets with your approval, please provide a signature on this proposal letter and the attached agreement and return to our office.

Sincerely,

**APPROVED BY:**  
**Jefferson County**

John Conciencie, CPESC  
Senior Environmental Project Manager  
LJA Engineering, Inc.  
2615 Calder Avenue, Suite 500  
Beaumont, Texas 77702  
Office: (409) 833-3363  
Direct: (409) 554-8980  
Email: [jconciencie@lja.com](mailto:jconciencie@lja.com)

By: \_\_\_\_\_  
Name: Jeff R. Branick  
Title: Jefferson County Judge  
Date: February 5, 2018

PROF 18-003/JW

## PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on [January 25, 2018] is by and between [Jefferson County] with address at [8905 First Street, Beaumont, TX 77705] ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

**I. LJA'S RESPONSIBILITIES:** LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

**II. CLIENT'S RESPONSIBILITIES:** Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

**1. INFORMATION/REPORTS:** Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

**2. REPRESENTATIVE / ACCESS:** Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

**3. DECISIONS:** Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

**III. COMPENSATION, BILLING, & PAYMENT:** Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

**IV. STANDARD TERMS AND CONDITIONS:** Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"  
[JEFFERSON COUNTY]

By: [Signature]

Printed Name: Jeff R. Branick

Title: Jefferson County Judge

Effective Date: February 5, 2018

Attachments:

A – Standard Terms and Conditions

B – Standard Rate Schedule

APPROVED FOR "LJA"  
LJA ENGINEERING, INC.

By: [Signature]

Printed Name: John Conciencie, CPESC

Title: Sr. Environmental Project Manager



ATTEST  
DATE

[Signature]  
2/5/18



## ATTACHMENT A STANDARD TERMS AND CONDITIONS

**1. STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including those contained in any uniform commercial code, proposal, work authorization, or requisition, except as provided herein.

**2. CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly. The compensation set forth in this Agreement shall be deemed to be full compensation for all work and materials furnished by LJA whether specifically called for by the Agreement, plans, or specifications, or not, and no additional compensation shall be paid to LJA unless a written extra work order is provided by Client in advance, stating that the work is extra work and designating the additional compensation to be paid for the extra work and additional time for completion (if applicable). Any request for extra work shall be submitted to Client prior to such work being performed, and allowing for sufficient time for such request to be timely reviewed by Client. Approval or disapproval of extra work shall be made by Client within five (5) calendar days from the date of submission by LJA.

**3. SAFETY.** LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

**4. DELAYS.** Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the

event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement if, after ten (10) days written notice stating its intention to suspend performance under the Agreement, the notified party fails to cure such failure within that time. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

**6. INSURANCE.** LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request.

**7. INDEMNITY.** LJA shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client and its employees to the extent actually caused by LJA's failure to adhere to the standard of care described herein.

**8. LIMITATION OF LIABILITY.** No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

**9. CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL LJA BE LIABLE TO THE CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE

FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

**10. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. Client agrees to hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

**11. CLIENT DATA.** Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

**12. ASSIGNMENT/BENEFICIARIES.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by any party without written permission of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

**13. AMENDMENT, NO WAIVER, SEVERABILITY.** This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**14. INDEPENDENT PARTIES.** Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

**15. STATUTE OF LIMITATION.** To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this

Agreement shall expire one (1) year after Project completion.

**16. DISPUTE RESOLUTION.** The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, by discussion between the parties' management. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs and reasonable attorney's fees from the other party.

**17. LITIGATION SUPPORT.** LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

**18. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS.** As required by Chapter 2270, Government Code, LJA hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**19. GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Harris County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.25.JAN2018





2615 Calder Avenue, Suite 500, Beaumont, Texas 77702  
 t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

### STORMWATER COMPLIANCE DIVISION RATE SCHEDULE

| Labor Classification                 | Hourly<br>Rate |
|--------------------------------------|----------------|
| Senior Environmental Project Manager | \$175.00       |
| Senior Environmental Scientist       | \$175.00       |
| Environmental Project Manager        | \$139.00       |
| Environmental Scientist              | \$125.00       |
| Environmental Technician I           | \$ 83.00       |
| Environmental Technician II          | \$ 95.00       |
| CADD Technician                      | \$100.00       |
| Expert Witness Work                  | \$425.00       |

This rate schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

## Pesticide General Permit

Scope of Services and Estimated Budget  
Jefferson County, Orange County, and Chambers County

| Implementation Tasks                                | Permit Year 2<br>(2018) |
|---|-------------------------|
| Pesticide Discharge Management Plan Map & Inventory |                         |
| Update Map and Pesticide Inventory                  | \$3,400.00              |
| Record Maintenance/Data Entry                       |                         |
| Pesticide Discharge Management Plan Updates         |                         |
| PDMP Compliance Review                              | \$9,000.00              |
| Annual Update to Integrated Pest Management         |                         |
| Record Maintenance/Data Entry                       |                         |
| Additional Services                                 |                         |
| Site Specific Employee Training                     | \$14,000.00             |
| Audit and Plan Update                               |                         |
| Annual Report Development                           |                         |
| Total Estimated Budget                              | \$26,400.00             |
| Cost Per Entity (based on 3 entities)               | \$8,800.00              |

\*Service Period: January 1, 2018 - December 31, 2018

# Fittz & Shipman

INC.

PROF 18-004/DC

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)  
Terry G. Shipman, P.E., Senior Consultant  
Billy J. Smith, Jr., President  
Daniel A. Dotson, P.E., Vice President

*Consulting Engineers and Land Surveyors*

Donald R. King, P.E.  
Bernardino D. Tristan, P.E.  
Jason R. Davis, P.E.  
Mitchell L. Brackin, R.P.L.S.

## EXHIBIT A – ENGINEER’S SERVICES

February 1, 2018

Alex Rupp, Airport Director  
Southeast Texas Regional Airport  
4875 Parker Dr.  
Beaumont, TX 77705  
United States of America

Re: Repair of Hanger 2 and Demo/Removal of Hanger 3

Dear Mr. Rupp:

Fittz & Shipman appreciates the opportunity to submit this proposal for the repair of damage to Hanger 2 and demolition and removal of hanger 3. The scope of work is defined below:

- Prepare an Engineer’s Opinion of the estimated project cost. This report will identify the cost for each hanger individually for the purposes of budgeting. Work on this report will commence immediately following approval of this proposal.
- Prepare specifications and documents suitable for bidding for each hanger.
- Evaluate the bid submittals and make written recommendations to the County regarding selection of contractor(s).
- Perform construction administration services during the repair of hanger 2 and demo/removal of hanger 3 to include:
  - Review/monitor const. schedule
  - Review schedule of values
  - Review/comment on submittals, change order requests, etc.
  - Process pay requests
  - Respond to RFI’s
  - Schedule/attend project review meetings
  - Answer phone questions
  - Issue weekly progress reports to Owner
  - Process punch lists, verify compliance by contractors
  - Prepare all closeout documents
  - Review and approve if appropriate final request for retainage payment

The demolition of hanger 3 will involve hazardous material abatement. Fittz & Shipman will work directly with the third party abatement contractor as we did during the rehabilitation of Hanger 2 to coordinate schedules and work activity; however we propose that the county contract separately with the abatement contractor for their services.

Once contracts are in place for repair/demo/removal and the notice to proceed is issued we anticipate completion of the project within 90 days assuming no unforeseen delays due to abatement issues.

### COMPENSATION

Fittz & Shipman proposes a fixed fee of \$14,800 for the above described services.

Fittz & Shipman Consulting Engineers and Surveyors have decades of experience with these type projects. We look forward to working with you.

Should you require additional information, please contact me personally.

Sincerely,

**FITZ & SHIPMAN, INC.**



Billy J. Smith, Jr.  
President

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**Hanger Two Repairs  
Hanger Three Demolition & Removal**

**Prepared For**

**Southeast Texas Regional Airport  
Jefferson County, Texas**

**By**

**Fittz & Shipman, Inc.  
Consulting Engineers & Land Surveyors**

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## AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of February 1, 2018 ("Effective Date") between  
Jefferson County, Texas ("Owner") and  
Fittz & Shipman, Inc., 1405 Cornerstone Court, Beaumont, Texas 77706 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
**Repair of Hanger No. 2 and Demolition and removal of Hanger No. 3 Located at the Southeast Texas Regional Airport ("Project").**

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Preparation of Engineer's opinion of cost estimate, preparation of bid documents and specifications, construction management of project as detailed in Exhibit A of this contract.**

Owner and Engineer further agree as follows:

### ARTICLE 1 – SERVICES OF ENGINEER

#### 1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

### ARTICLE 2 – OWNER'S RESPONSIBILITIES

#### 2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

#### 3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### ARTICLE 4 – INVOICES AND PAYMENTS

#### 4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.



- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.06 *Suspension and Termination*

##### A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

##### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,



then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
  1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.07 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

*[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]*

#### 6.08 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.



- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the

other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
  8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:



1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, F&S Letter Describing Engineer's Services.

### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Jefferson County, Texas

By: [Signature]

Print name: Jeff R. Branick

Title: Jefferson County Judge

Date Signed: February 5, 2018

Engineer: Fittz & Shipman, Inc.

By: [Signature]

Print name: Billy J. Smith, Jr.

Title: President

Date Signed: February 1, 2018

Engineer License or Firm's Certificate No. (if required):

1160

State of: Texas

Address for Owner's receipt of notices:

Jack Brooks Regional Airport  
5000 Jerry Ware Dr., Suite 100  
Beaumont, TX. 77705

Designated Representative (Paragraph 8.03.A):

Alex Rupp

Title: Director

Phone Number: 409-719-4900

E-Mail Address: arupp@co.jefferson.tx.us

Address for Engineer's receipt of notices:

1405 Cornerstone Court  
Beaumont, Texas 77706

Designated Representative (Paragraph 8.03.A):

Billy J. Smith, Jr.

Title: President

Phone Number: (409) 832-7238

E-Mail Address: bsmith@fittzshipman.com

ATTEST  
DATE 2/5/18

[Signature]





| PGM: GMCOMMV2                       | DATE<br>02-05-2018 | AMOUNT   | CHECK NO. | PAGE: 1<br>53<br>TOTAL |
|-------------------------------------|--------------------|----------|-----------|------------------------|
| JURY FUND                           |                    |          |           |                        |
| TRI-CITY COFFEE SERVICE             |                    | 310.10   | 442805    |                        |
| DAWN DONUTS                         |                    | 45.50    | 442916    |                        |
|                                     |                    |          |           | 355.60**               |
| ROAD & BRIDGE PCT.#1                |                    |          |           |                        |
| SPIDLE & SPIDLE                     |                    | 2,015.54 | 442720    |                        |
| M&D SUPPLY                          |                    | 24.01    | 442762    |                        |
| METAL-MART                          |                    | 36.29    | 442767    |                        |
| MUNRO'S                             |                    | 28.65    | 442770    |                        |
| SMART'S TRUCK & TRAILER, INC.       |                    | 73.86    | 442787    |                        |
| TEJAS MFG & RV SUPERSTORE, INC.     |                    | 399.00   | 442801    |                        |
| HERRERA'S EMERGENCY LIGHTING        |                    | 830.50   | 442845    |                        |
| DE LAGE LANDEN PUBLIC FINANCE       |                    | 70.00    | 442881    |                        |
| ADVANCE AUTO PARTS                  |                    | 61.11    | 442896    |                        |
| GULF COAST                          |                    | 2,703.26 | 442923    |                        |
|                                     |                    |          |           | 6,242.22**             |
| ROAD & BRIDGE PCT.#2                |                    |          |           |                        |
| CITY OF NEDERLAND                   |                    | 38.87    | 442734    |                        |
| EASTEX RUBBER & GASKET              |                    | 20.00    | 442741    |                        |
| ENTERGY                             |                    | 161.56   | 442750    |                        |
| MUNRO'S                             |                    | 20.00    | 442770    |                        |
| RITTER @ HOME                       |                    | 86.36    | 442779    |                        |
| SETZER HARDWARE, INC.               |                    | 31.91    | 442784    |                        |
| SMART'S TRUCK & TRAILER, INC.       |                    | 104.06   | 442787    |                        |
| SUPERIOR SUPPLY & STEEL             |                    | 54.00    | 442819    |                        |
| PATHMARK TRAFFICE PRODUCTS OF TEXAS |                    | 1,011.46 | 442844    |                        |
| BUMPER TO BUMPER                    |                    | 143.41   | 442850    |                        |
| ACT PIPE AND SUPPLY                 |                    | 49.95    | 442866    |                        |
| DE LAGE LANDEN PUBLIC FINANCE       |                    | 90.00    | 442881    |                        |
| MEMBER'S BUILDING MAINTENANCE LLC   |                    | 149.50   | 442900    |                        |
| GULF COAST                          |                    | 1,174.86 | 442923    |                        |
|                                     |                    |          |           | 3,135.94**             |
| ROAD & BRIDGE PCT. # 3              |                    |          |           |                        |
| A&A EQUIPMENT                       |                    | 73.39    | 442717    |                        |
| SPIDLE & SPIDLE                     |                    | 3,308.55 | 442720    |                        |
| AUDILET TRACTOR SALES               |                    | 96.00    | 442724    |                        |
| FARM & HOME SUPPLY                  |                    | 108.93   | 442744    |                        |
| GULF COAST AUTOMOTIVE, INC.         |                    | 19.17    | 442748    |                        |
| ENTERGY                             |                    | 80.22    | 442750    |                        |
| MUNRO'S                             |                    | 23.40    | 442770    |                        |
| AT&T                                |                    | 73.45    | 442792    |                        |
| MATHESON TRI-GAS                    |                    | 176.17   | 442806    |                        |
| SUPERIOR SUPPLY & STEEL             |                    | 294.80   | 442819    |                        |
| TEXAS GAS SERVICE                   |                    | 257.70   | 442843    |                        |
| DE LAGE LANDEN PUBLIC FINANCE       |                    | 140.00   | 442881    |                        |
| MEMBER'S BUILDING MAINTENANCE LLC   |                    | 37.00    | 442900    |                        |
| A-1 MAIDA FENCE COMPANY             |                    | 100.00   | 442910    |                        |
| CINTAS CORPORATION                  |                    | 167.00   | 442921    |                        |
|                                     |                    |          |           | 4,955.78**             |
| ROAD & BRIDGE PCT.#4                |                    |          |           |                        |
| CITY OF BEAUMONT - WATER DEPT.      |                    | 19.60    | 442732    |                        |
| ENTERGY                             |                    | 1,542.66 | 442750    |                        |
| M&D SUPPLY                          |                    | 53.21    | 442762    |                        |
| MUNRO'S                             |                    | 209.62   | 442770    |                        |
| POSTMASTER                          |                    | 196.00   | 442777    |                        |
| SANITARY SUPPLY, INC.               |                    | 185.25   | 442781    |                        |
| SMART'S TRUCK & TRAILER, INC.       |                    | 513.95   | 442787    |                        |
| UNITED STATES POSTAL SERVICE        |                    | .47      | 442827    |                        |
| GALETON                             |                    | 160.13   | 442865    |                        |
| DE LAGE LANDEN PUBLIC FINANCE       |                    | 229.79   | 442881    |                        |
| ON TIME TIRE                        |                    | 140.98   | 442889    |                        |
| SAM'S CLUB DIRECT                   |                    | 79.84    | 442892    |                        |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT |                    | 82.03    | 442902    |                        |
| MARTIN MARIEETA MATERIALS           |                    | 604.80   | 442915    |                        |
| GULF COAST                          |                    | 261.25   | 442923    |                        |
|                                     |                    |          |           | 3,959.32**             |
| ENGINEERING FUND                    |                    |          |           |                        |

| PGM: GMCOMMV2                       | DATE<br>02-05-2018 | PAGE: 2   |
|-------------------------------------|--------------------|-----------|
| NAME                                | AMOUNT             | CHECK NO. |
|                                     |                    | TOTAL     |
| UNITED STATES POSTAL SERVICE        | 4.31               | 442827    |
| DE LAGE LANDEN PUBLIC FINANCE       | 460.94             | 442881    |
| BRADLEY STAFFORD                    | 45.00              | 442894    |
|                                     |                    | 510.25**  |
| PARKS & RECREATION                  |                    |           |
| ENTERGY                             | 536.45             | 442750    |
| GALETON                             | 257.93             | 442865    |
|                                     |                    | 794.38**  |
| GENERAL FUND                        |                    |           |
| TAX OFFICE                          |                    |           |
| OFFICE DEPOT                        | 1,309.25           | 442773    |
| ACE IMAGEWEAR                       | 21.07              | 442785    |
| TAC - TEXAS ASSN. OF COUNTIES       | 285.00             | 442796    |
| CDW COMPUTER CENTERS, INC.          | 419.34             | 442815    |
| UNITED STATES POSTAL SERVICE        | 2,202.62           | 442827    |
| ROCHESTER ARMORED CAR CO INC        | 352.00             | 442877    |
| DE LAGE LANDEN PUBLIC FINANCE       | 370.00             | 442881    |
| CUMMINS-ALLISON CORP                | 69.28              | 442895    |
|                                     |                    | 5,028.56* |
| COUNTY HUMAN RESOURCES              |                    |           |
| MOORMAN & ASSOCIATES, INC.          | 600.00             | 442769    |
| OFFICE DEPOT                        | 192.52             | 442773    |
| PINNACLE EMPLOYEE TESTING           | 45.00              | 442776    |
| SOCIETY FOR HUMAN RESOURCE          | 209.00             | 442788    |
| PRE CHECK, INC.                     | 321.00             | 442820    |
| SIERRA SPRING WATER CO. - BT        | 20.87              | 442829    |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881    |
| SOUTHEAST TEXAS OCCUPATIONAL MEDICI | 50.00              | 442920    |
|                                     |                    | 1,508.39* |
| AUDITOR'S OFFICE                    |                    |           |
| UNITED STATES POSTAL SERVICE        | 916.27             | 442827    |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881    |
|                                     |                    | 986.27*   |
| COUNTY CLERK                        |                    |           |
| SOUTHERN COMPUTER WAREHOUSE         | 159.49             | 442723    |
| UNITED STATES POSTAL SERVICE        | 756.93             | 442827    |
| DE LAGE LANDEN PUBLIC FINANCE       | 1,052.82           | 442881    |
| ARMA HOUSTON                        | 600.00             | 442888    |
|                                     |                    | 2,569.24* |
| COUNTY JUDGE                        |                    |           |
| KEVIN PAULA SEKALY PC               | 500.00             | 442783    |
| SOUTHEAST TEXAS WATER               | 59.95              | 442789    |
| UNITED STATES POSTAL SERVICE        | .41                | 442827    |
| THE BYRD LAW FIRM PC                | 500.00             | 442854    |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881    |
| LAW OFFICE OF J SCOTT FREDERICK     | 500.00             | 442908    |
| JAN GIROUARD & ASSOCIATES LLC       | 200.00             | 442919    |
|                                     |                    | 1,830.36* |
| RISK MANAGEMENT                     |                    |           |
| UNITED STATES POSTAL SERVICE        | 2.10               | 442827    |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881    |
|                                     |                    | 72.10*    |
| COUNTY TREASURER                    |                    |           |
| UNITED STATES POSTAL SERVICE        | 78.63              | 442827    |
| DE LAGE LANDEN PUBLIC FINANCE       | 331.89             | 442881    |
|                                     |                    | 410.52*   |
| PRINTING DEPARTMENT                 |                    |           |
| BOSWORTH PAPER                      | 238.52             | 442727    |
| OLMSTED-KIRK PAPER                  | 1,080.00           | 442774    |
| CIT TECHNOLOGY FINANCING SERVICE    | 645.40             | 442863    |
| DE LAGE LANDEN PUBLIC FINANCE       | 1,200.00           | 442881    |
|                                     |                    | 3,163.92* |
| PURCHASING DEPARTMENT               |                    |           |

| PGM: GMCOMMV2                       | DATE<br>02-05-2018 | PAGE: 3         |
|-------------------------------------|--------------------|-----------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL |
| OFFICE DEPOT                        | 53.73              | 442773          |
| STATE COMPTROLLER OF PUBLIC ACCOUNT | 100.00             | 442794          |
| UNITED STATES POSTAL SERVICE        | 15.01              | 442827          |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
|                                     |                    | 238.74*         |
| GENERAL SERVICES                    |                    |                 |
| CASH ADVANCE ACCOUNT                | 80.00              | 442756          |
| LTS WIRELESS, LTD                   | 3,545.00           | 442761          |
| OLMSTED-KIRK PAPER                  | 1,855.00           | 442774          |
| TIME WARNER COMMUNICATIONS          | 2,442.76           | 442798          |
| ADVANCED STAFFING                   | 58.50              | 442813          |
| ROCHESTER ARMORED CAR CO INC        | 3,888.69           | 442877          |
| VECTOR SECURITY                     | 37.00              | 442926          |
|                                     |                    | 11,906.95*      |
| DATA PROCESSING                     |                    |                 |
| SOUTHERN COMPUTER WAREHOUSE         | 318.41             | 442723          |
| OFFICE DEPOT                        | 147.53             | 442773          |
| VERIZON WIRELESS                    | 75.98              | 442823          |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
|                                     |                    | 611.92*         |
| VOTERS REGISTRATION DEPT            |                    |                 |
| OFFICE DEPOT                        | 193.18             | 442773          |
| UNITED STATES POSTAL SERVICE        | 206.12             | 442827          |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
| AMG PRINTING & MAILING LLC          | 869.75             | 442929          |
|                                     |                    | 1,339.05*       |
| ELECTIONS DEPARTMENT                |                    |                 |
| THE EXAMINER                        | 55.00              | 442742          |
| UNITED STATES POSTAL SERVICE        | 539.66             | 442827          |
| DE LAGE LANDEN PUBLIC FINANCE       | 271.65             | 442881          |
| LANGUAGE USA INC                    | 360.00             | 442914          |
|                                     |                    | 1,226.31*       |
| DISTRICT ATTORNEY                   |                    |                 |
| FED EX                              | 62.47              | 442745          |
| OFFICE DEPOT                        | 1,047.41           | 442773          |
| UNITED STATES POSTAL SERVICE        | 161.95             | 442827          |
| DE LAGE LANDEN PUBLIC FINANCE       | 480.00             | 442881          |
| TCS TECHNOLOGIES & INVESTIGATION    | 700.00             | 442939          |
| MALIK BOWEN                         | 1,314.13           | 442942          |
| RAYMOND SHEARER                     | 1,423.83           | 442943          |
| PENNY MALEY                         | 1,280.12           | 442944          |
|                                     |                    | 6,469.91*       |
| DISTRICT CLERK                      |                    |                 |
| SOUTHERN COMPUTER WAREHOUSE         | 200.50             | 442723          |
| KIRKSEY'S SPRINT PRINTING           | 50.19              | 442759          |
| OFFICE DEPOT                        | 850.60             | 442773          |
| UNITED STATES POSTAL SERVICE        | 313.22             | 442827          |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
|                                     |                    | 1,484.51*       |
| CRIMINAL DISTRICT COURT             |                    |                 |
| RENE MULHOLLAND                     | 3,157.35           | 442807          |
| KEVIN S. LAINE                      | 2,700.00           | 442814          |
| UNITED STATES POSTAL SERVICE        | 14.10              | 442827          |
| DE LAGE LANDEN PUBLIC FINANCE       | 441.64             | 442881          |
|                                     |                    | 6,313.09*       |
| 58TH DISTRICT COURT                 |                    |                 |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
|                                     |                    | 70.00*          |
| 60TH DISTRICT COURT                 |                    |                 |
| UNITED STATES POSTAL SERVICE        | 12.52              | 442827          |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
|                                     |                    | 82.52*          |
| 136TH DISTRICT COURT                |                    |                 |

| PGM: GMCOMMV2                       | DATE<br>02-05-2018 | AMOUNT | CHECK NO. | PAGE: 4<br>56<br>TOTAL |
|-------------------------------------|--------------------|--------|-----------|------------------------|
| NAME                                |                    |        |           |                        |
| UNITED STATES POSTAL SERVICE        | 2.45               | 442827 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881 |           | 72.45*                 |
| 172ND DISTRICT COURT                |                    |        |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881 |           | 70.00*                 |
| 252ND DISTRICT COURT                |                    |        |           |                        |
| OFFICE DEPOT                        | 37.24              | 442773 |           |                        |
| UNITED STATES POSTAL SERVICE        | 23.73              | 442827 |           |                        |
| TEMPLETON & BRINKLEY                | 600.00             | 442841 |           |                        |
| SUMMER TANNER                       | 557.75             | 442857 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881 |           |                        |
| MATUSKA LAW FIRM                    | 4,000.00           | 442903 |           | 5,288.72*              |
| 279TH DISTRICT COURT                |                    |        |           |                        |
| LAIRO DOWDEN, JR.                   | 350.00             | 442738 |           |                        |
| A. MARK FAGGARD                     | 675.00             | 442743 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881 |           | 1,095.00*              |
| 317TH DISTRICT COURT                |                    |        |           |                        |
| UNITED STATES POSTAL SERVICE        | 2.10               | 442827 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881 |           | 72.10*                 |
| JUSTICE COURT-PCT 1 PL 1            |                    |        |           |                        |
| UNITED STATES POSTAL SERVICE        | 12.89              | 442827 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 90.00              | 442881 |           | 102.89*                |
| JUSTICE COURT-PCT 1 PL 2            |                    |        |           |                        |
| TEXAS STATE UNIVERSITY SAN MARS     | 150.00             | 442791 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881 |           | 220.00*                |
| JUSTICE COURT-PCT 2                 |                    |        |           |                        |
| TEXAS MUNICIPAL COURT - JUSTICE     | 36.00              | 442803 |           |                        |
| TEXAS JUSTICE CT.JUDGES ASSOC.,INC. | 75.00              | 442855 |           | 111.00*                |
| JUSTICE COURT-PCT 4                 |                    |        |           |                        |
| TEXAS JUSTICE CT.JUDGES ASSOC.,INC. | 75.00              | 442855 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 90.00              | 442881 |           | 165.00*                |
| JUSTICE COURT-PCT 6                 |                    |        |           |                        |
| TEXAS STATE UNIVERSITY SAN MARS     | 450.00             | 442790 |           |                        |
| UNITED STATES POSTAL SERVICE        | 45.58              | 442827 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881 |           | 565.58*                |
| JUSTICE COURT-PCT 7                 |                    |        |           |                        |
| OFFICE DEPOT                        | 23.64              | 442773 |           |                        |
| AT&T                                | 32.06              | 442792 |           |                        |
| LEXISNEXIS MATTHEW BENDER           | 198.00             | 442835 |           | 206.42*                |
| JUSTICE OF PEACE PCT. 8             |                    |        |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881 |           | 70.00*                 |
| COUNTY COURT AT LAW NO.1            |                    |        |           |                        |
| UNITED STATES POSTAL SERVICE        | 1.29               | 442827 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 245.92             | 442881 |           | 247.21*                |
| COUNTY COURT AT LAW NO. 2           |                    |        |           |                        |
| OFFICE DEPOT                        | 398.39             | 442773 |           |                        |
| CHARLES ROJAS                       | 250.00             | 442817 |           |                        |
| UNITED STATES POSTAL SERVICE        | 6.49               | 442827 |           |                        |

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|-------------------------------------|--------------------|--------|-----------|------------------------|
| NAME                                |                    |        |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881 |           |                        |
| COUNTY COURT AT LAW NO. 3           |                    |        |           | 724.88*                |
| DONALD BOUDREAU                     | 250.00             | 442728 |           |                        |
| UNITED STATES POSTAL SERVICE        | 7.81               | 442827 |           |                        |
| LANGSTON ADAMS                      | 350.00             | 442839 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881 |           |                        |
| BRITTANIE HOLMES                    | 250.00             | 442893 |           | 927.81*                |
| COURT MASTER                        |                    |        |           |                        |
| JUDGE LARRY GIST                    | 8,150.74           | 442746 |           |                        |
| UNITED STATES POSTAL SERVICE        | .47                | 442827 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881 |           | 8,221.21*              |
| MEDIATION CENTER                    |                    |        |           |                        |
| UNITED STATES POSTAL SERVICE        | 7.34               | 442827 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881 |           | 77.34*                 |
| COMMUNITY SUPERVISION               |                    |        |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 280.00             | 442881 |           | 280.00*                |
| SHERIFF'S DEPARTMENT                |                    |        |           |                        |
| COTTON CARGO                        | 24.00              | 442737 |           |                        |
| FED EX                              | 170.47             | 442745 |           |                        |
| MCNEILL INSURANCE AGENCY            | 71.00              | 442765 |           |                        |
| OFFICE DEPOT                        | 100.59             | 442773 |           |                        |
| AT&T                                | 306.21             | 442793 |           |                        |
| TROY TUCKER                         | 102.84             | 442810 |           |                        |
| VERIZON WIRELESS                    | 3,191.30           | 442824 |           |                        |
| UNITED STATES POSTAL SERVICE        | 1,316.37           | 442827 |           |                        |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 32.95              | 442831 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 800.00             | 442881 |           |                        |
| GALLS LLC                           | 343.96             | 442912 |           |                        |
| TND WORKWEAR CO LLC                 | 690.00             | 442924 |           | 7,149.69*              |
| CRIME LABORATORY                    |                    |        |           |                        |
| OFFICE DEPOT                        | 73.63              | 442773 |           |                        |
| HENRY SCHEIN, INC.                  | 176.22             | 442782 |           |                        |
| CAYMAN CHEMICAL COMPANY             | 73.00              | 442874 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 90.00              | 442881 |           |                        |
| MILES SCIENTIFIC CORPORATION        | 254.18             | 442937 |           | 667.03*                |
| JAIL - NO. 2                        |                    |        |           |                        |
| BOB BARKER CO., INC.                | 4,255.10           | 442725 |           |                        |
| COBURN'S, BEAUMONT BOWIE (1)        | 171.45             | 442736 |           |                        |
| W.W. GRAINGER, INC.                 | 420.02             | 442747 |           |                        |
| KOMMERICAL KITCHENS                 | 294.65             | 442760 |           |                        |
| M&D SUPPLY                          | 707.11             | 442762 |           |                        |
| MOORE SUPPLY, INC.                  | 1,837.87           | 442768 |           |                        |
| MUNRO'S                             | 717.90             | 442770 |           |                        |
| OFFICE DEPOT                        | 1,209.78           | 442773 |           |                        |
| RALPH'S INDUSTRIAL ELECTRONICS      | 479.56             | 442780 |           |                        |
| SANITARY SUPPLY, INC.               | 3,654.64           | 442781 |           |                        |
| SHERWIN-WILLIAMS                    | 329.32             | 442786 |           |                        |
| AT&T                                | 978.67             | 442793 |           |                        |
| WHOLESALE ELECTRIC SUPPLY CO.       | 170.50             | 442808 |           |                        |
| LOWE'S HOME CENTERS, INC.           | 1,078.38           | 442834 |           |                        |
| ULTRA-CHEM, INC.                    | 2,481.83           | 442840 |           |                        |
| STANLEY SHIPPER                     | 248.45             | 442847 |           |                        |
| UNITED RENTALS                      | 322.44             | 442853 |           |                        |
| MARK ELLIS                          | 258.45             | 442856 |           |                        |
| FIRETROL PROTECTION SYSTEMS, INC.   | 5,000.00           | 442868 |           |                        |
| SHERWIN-WILLIAMS                    | 307.17             | 442870 |           |                        |
| INTERSTATE ALL BATTERY CENTER - BMT | 106.95             | 442871 |           |                        |
| WORLD FUEL SERVICES                 | 1,180.63           | 442873 |           |                        |
| DE LAGE LANDEN PUBLIC FINANCE       | 1,280.00           | 442881 |           |                        |

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|-----------------------------------|--------------------|-----------------|
| NAME                              | AMOUNT             | CHECK NO. TOTAL |
| EPIC CARD SERVICES LLC            | 504.00             | 442891          |
| SAM'S CLUB DIRECT                 | 80.16              | 442892          |
| THOMSON REUTERS-WEST              | 3,751.82           | 442898          |
| KROPP HOLDINGS INC                | 304.57             | 442899          |
| GCR TIRES & SERVICE               | 61.98              | 442905          |
| GALLS LLC                         | 8,895.19           | 442912          |
| SUPERIOR MEAT SERVICES            | 210.80             | 442913          |
| IMPACT WASTE LLC                  | 360.00             | 442922          |
| TND WORKWEAR CO LLC               | 20.00              | 442924          |
| THE MONOGRAM SHOP                 | 45.00              | 442925          |
| SHIFT SCHEDULE DESIGN             | 300.00             | 442941          |
| JUVENILE PROBATION DEPT.          |                    | 42,024.39*      |
| FED EX                            | 72.88              | 442745          |
| VERIZON WIRELESS                  | 51.83              | 442823          |
| UNITED STATES POSTAL SERVICE      | 13.46              | 442827          |
| LEXISNEXIS MATTHEW BENDER         | 317.79             | 442835          |
| DE LAGE LANDEN PUBLIC FINANCE     | 140.00             | 442881          |
| TANISHA GRIFFIN                   | 374.41             | 442907          |
| JUVENILE DETENTION HOME           |                    | 970.37*         |
| EPS                               | 1,698.77           | 442739          |
| FLOWERS FOODS                     | 54.32              | 442848          |
| BEN E KEITH FOODS                 | 1,900.90           | 442849          |
| DE LAGE LANDEN PUBLIC FINANCE     | 229.79             | 442881          |
| A1 FILTER SERVICE COMPANY         | 183.79             | 442884          |
| KELLILYN WORLEY                   | 150.00             | 442909          |
| VACUUM CITY & UNIQUE GIFTS        | 25.00              | 442940          |
| CONSTABLE PCT 1                   |                    | 4,242.57*       |
| OFFICE DEPOT                      | 223.29             | 442773          |
| VERIZON WIRELESS                  | 227.94             | 442823          |
| UNITED STATES POSTAL SERVICE      | 71.14              | 442827          |
| DE LAGE LANDEN PUBLIC FINANCE     | 323.13             | 442881          |
| CONSTABLE-PCT 2                   |                    | 845.50*         |
| OFFICE DEPOT                      | 45.94              | 442773          |
| VERIZON WIRELESS                  | 113.97             | 442823          |
| CONSTABLE-PCT 4                   |                    | 159.91*         |
| VERIZON WIRELESS                  | 113.97             | 442823          |
| DE LAGE LANDEN PUBLIC FINANCE     | 70.00              | 442881          |
| CONSTABLE-PCT 6                   |                    | 183.97*         |
| VERIZON WIRELESS                  | 113.97             | 442823          |
| UNITED STATES POSTAL SERVICE      | 36.53              | 442827          |
| DE LAGE LANDEN PUBLIC FINANCE     | 70.00              | 442881          |
| CONSTABLE PCT. 7                  |                    | 220.50*         |
| VERIZON WIRELESS                  | 113.97             | 442823          |
| CONSTABLE PCT. 8                  |                    | 113.97*         |
| VERIZON WIRELESS                  | 113.97             | 442823          |
| DE LAGE LANDEN PUBLIC FINANCE     | 322.93             | 442881          |
| AGRICULTURE EXTENSION SVC         |                    | 436.90*         |
| OFFICE DEPOT                      | 127.64             | 442773          |
| TEXAS GARDENER MAGAZINE, INC.     | 24.95              | 442802          |
| DISTRICT 9 AFCS                   | 150.00             | 442812          |
| DE LAGE LANDEN PUBLIC FINANCE     | 200.00             | 442881          |
| HEALTH AND WELFARE NO. 1          |                    | 502.59*         |
| NSO - NURSES SERVICE ORGANIZATION | 109.00             | 442718          |

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| NAME                                | AMOUNT             | CHECK NO. TOTAL |
| CITY OF BEAUMONT                    | 210.23             | 442722          |
| BROUSSARD'S MORTUARY                | 1,500.00           | 442729          |
| JOURNAL WATCH, INC.                 | 89.50              | 442757          |
| THE MEDICAL LETTER                  | 79.50              | 442766          |
| OFFICE DEPOT                        | 402.55             | 442773          |
| UNITED STATES POSTAL SERVICE        | 90.59              | 442827          |
| TEXAS CONFERENCE OF URBAN COUNTIES  | 100.00             | 442837          |
| MORBIDITY & MORTALITY WEEKLY REPORT | 109.50             | 442862          |
| DE LAGE LANDEN PUBLIC FINANCE       | 372.43             | 442881          |
| CENTERPOINT ENERGY RESOURCES        | 70.14              | 442930          |
| HEALTH AND WELFARE NO. 2            |                    | 3,133.44*       |
| CLAYBAR FUNERAL HOME, INC.          | 999.00             | 442735          |
| JOURNAL WATCH, INC.                 | 89.50              | 442757          |
| THE MEDICAL LETTER                  | 79.50              | 442766          |
| AT&T                                | 32.06              | 442792          |
| TEXAS CONFERENCE OF URBAN COUNTIES  | 100.00             | 442837          |
| MORBIDITY & MORTALITY WEEKLY REPORT | 109.50             | 442862          |
| DE LAGE LANDEN PUBLIC FINANCE       | 140.00             | 442881          |
| NURSE PRACTITIONER                  |                    | 1,549.56*       |
| MCKESSON MEDICAL-SURGICAL INC       | 2,375.07           | 442816          |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
| CHILD WELFARE UNIT                  |                    | 2,445.07*       |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 335.65             | 442831          |
| J.C. PENNEY'S                       | 1,285.59           | 442832          |
| SEARS COMMERCIAL CREDIT             | 699.93             | 442833          |
| TRELIN FARR                         | 20.00              | 442904          |
| LACI ANDREWS                        | 30.00              | 442931          |
| ARMANDEE DAIGLE                     | 15.00              | 442932          |
| AARON BANKS                         | 15.00              | 442933          |
| ENVIRONMENTAL CONTROL               |                    | 2,401.17*       |
| AT&T                                | 33.63              | 442793          |
| DE LAGE LANDEN PUBLIC FINANCE       | 323.13             | 442881          |
| INDIGENT MEDICAL SERVICES           |                    | 356.76*         |
| KING'S PHARMACY                     | 264.51             | 442721          |
| KING'S PHARMACY BEAUMONT            | 361.63             | 442885          |
| MAINTENANCE-BEAUMONT                |                    | 626.14*         |
| AAA LOCK & SAFE                     | 9.25               | 442716          |
| CITY OF BEAUMONT - WATER DEPT.      | 8,560.78           | 442732          |
| ECOLAB                              | 209.95             | 442740          |
| ENTERGY                             | 39,886.06          | 442750          |
| HERNANDEZ OFFICE SUPPLY, INC.       | 834.00             | 442751          |
| M&D SUPPLY                          | 105.94             | 442762          |
| RALPH'S INDUSTRIAL ELECTRONICS      | 90.00              | 442780          |
| ACE IMAGEWEAR                       | 163.17             | 442785          |
| FIRETROL PROTECTION SYSTEMS, INC.   | 560.00             | 442868          |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
| A1 FILTER SERVICE COMPANY           | 732.70             | 442884          |
| AT&T                                | 12,847.94          | 442918          |
| CINTAS CORPORATION                  | 163.29             | 442921          |
| FLOOR CARE & INTERIOR               | 3,000.00           | 442927          |
| MAINTENANCE-PORT ARTHUR             |                    | 67,233.08*      |
| CITY OF PORT ARTHUR - WATER DEPT.   | 1,117.91           | 442733          |
| AT&T                                | 1,593.34           | 442792          |
| DE LAGE LANDEN PUBLIC FINANCE       | 140.00             | 442881          |
| MAINTENANCE-MID COUNTY              |                    | 2,851.25*       |
| CITY OF NEDERLAND                   | 70.51              | 442734          |
| W.W. GRAINGER, INC.                 | 192.30             | 442747          |

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| NAME                                | AMOUNT             | CHECK NO. TOTAL |
| ENTERGY                             | 415.04             | 442750          |
| ISI COMMERCIAL REFRIGERATION        | 335.85             | 442752          |
| ACE IMAGEWEAR                       | 62.75              | 442785          |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
| MEMBER'S BUILDING MAINTENANCE LLC   | 1,925.52           | 442900          |
|                                     |                    | 3,071.97*       |
| SERVICE CENTER                      |                    |                 |
| SPIDLE & SPIDLE                     | 9,276.08           | 442720          |
| CHUCK'S WRECKER SERVICE             | 75.00              | 442731          |
| J.K. CHEVROLET CO.                  | 1,269.21           | 442753          |
| KINSEL FORD, INC.                   | 248.16             | 442758          |
| M&D SUPPLY                          | 48.14              | 442762          |
| MUNRO'S                             | 39.70              | 442770          |
| PHILPOTT MOTORS, INC.               | 199.47             | 442775          |
| TATE & CO., INC.                    | 7,415.84           | 442800          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 442821          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 442822          |
| FIRST CALL                          | 161.39             | 442838          |
| BUMPER TO BUMPER                    | 572.98             | 442850          |
| AMERICAN TIRE DISTRIBUTORS          | 460.64             | 442864          |
| LIBERTY TIRE RECYCLING LLC          | 129.97             | 442869          |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
| MIGHTY OF SOUTHEAST TEXAS           | 551.86             | 442883          |
| EASTEX PRESSURE WASHERS             | 396.00             | 442887          |
| SILSBEE FORD INC                    | 127.26             | 442901          |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 6.14               | 442902          |
| 1800RADIATOR & AC                   | 121.00             | 442906          |
| ALLDATA LLC                         | 1,500.00           | 442917          |
| CINTAS CORPORATION                  | 123.68             | 442921          |
|                                     |                    | 22,807.52*      |
| VETERANS SERVICE                    |                    |                 |
| UNITED STATES POSTAL SERVICE        | 4.31               | 442827          |
| HILARY GUEST                        | 100.17             | 442842          |
| DE LAGE LANDEN PUBLIC FINANCE       | 240.00             | 442881          |
|                                     |                    | 344.48*         |
|                                     |                    | 228,167.80**    |
| MOSQUITO CONTROL FUND               |                    |                 |
| HILO / O'REILLY AUTO PARTS          | 89.63              | 442719          |
| CITY OF NEDERLAND                   | 29.15              | 442734          |
| MUNRO'S                             | 39.20              | 442770          |
| BUBBA'S AIR CONDITIONING            | 422.50             | 442811          |
| FIRST CALL                          | 13.98              | 442838          |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
| VACUUM CITY & UNIQUE GIFTS          | 86.29              | 442940          |
|                                     |                    | 750.75**        |
| FAMILY GROUP CONFERENCING           |                    |                 |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
|                                     |                    | 70.00**         |
| SECURITY FEE FUND                   |                    |                 |
| CDW COMPUTER CENTERS, INC.          | 94.99              | 442815          |
|                                     |                    | 94.99**         |
| LAW LIBRARY FUND                    |                    |                 |
| DE LAGE LANDEN PUBLIC FINANCE       | 70.00              | 442881          |
| THOMSON REUTERS-WEST                | 285.84             | 442898          |
|                                     |                    | 355.84**        |
| JUVENILE PROB & DET. FUND           |                    |                 |
| VERIZON WIRELESS                    | 31.37              | 442823          |
| MILLENIUM PRODUCTS INC              | 118,527.00         | 442875          |
|                                     |                    | 118,558.37**    |
| GRANT A STATE AID                   |                    |                 |
| BI INCORPORATED                     | 645.42             | 442818          |
| HAYS COUNTY JUVENILE CENTER         | 107.00             | 442859          |
| YOUTH ADVOCATE PROGRAM              | 12,920.80          | 442861          |
| TJJD                                | 75.00              | 442886          |
|                                     |                    | 13,748.22**     |
| COMMUNITY SUPERVISION FND           |                    |                 |



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| NAME                                | AMOUNT             | CHECK NO. | TOTAL         |
| CASH ADVANCE ACCOUNT                | 991.07             | 442756    |               |
| TIME WARNER COMMUNICATIONS          | 88.61              | 442799    |               |
| VERIZON WIRELESS                    | 41.85              | 442823    |               |
| UNITED STATES POSTAL SERVICE        | 75.62              | 442827    |               |
| SWIFT SOLUTIONS                     | 290.00             | 442836    |               |
| REDWOOD TOXICOLOGY LABORATORY       | 80.50              | 442858    |               |
|                                     |                    |           | 1,567.65**    |
| JEFF. CO. WOMEN'S CENTER            |                    |           |               |
| BELL'S LAUNDRY                      | 1,072.06           | 442726    |               |
| CITY OF BEAUMONT - WATER DEPT.      | 1,356.62           | 442732    |               |
| MARKET BASKET                       | 124.28             | 442763    |               |
| KIM MCKINNEY, LPC, LMFT             | 150.00             | 442764    |               |
| OFFICE DEPOT                        | 305.04             | 442773    |               |
| PREMIUM PLUMBING                    | 110.00             | 442778    |               |
| SYSCO FOOD SERVICES, INC.           | 1,204.31           | 442795    |               |
| TIME WARNER COMMUNICATIONS          | 36.49              | 442797    |               |
| PETTY CASH - RESTITUTION I          | 113.16             | 442809    |               |
| VERIZON WIRELESS                    | 15.70              | 442823    |               |
| CLASSIC FORMS AND PRODUCTS          | 921.60             | 442846    |               |
| BEN E KEITH FOODS                   | 1,163.56           | 442849    |               |
| ATTABOY TERMITE & PEST CONTROL      | 50.00              | 442872    |               |
| ROCHESTER ARMORED CAR CO INC        | 114.75             | 442877    |               |
| DE LAGE LANDEN PUBLIC FINANCE       | 140.00             | 442881    |               |
| SAM'S CLUB DIRECT                   | 333.68             | 442892    |               |
| MATERA PAPER COMPANY INC            | 536.51             | 442897    |               |
| CINTAS CORPORATION                  | 121.55             | 442921    |               |
|                                     |                    |           | 7,869.31**    |
| COMMUNITY CORRECTIONS PRG           |                    |           |               |
| DE LAGE LANDEN PUBLIC FINANCE       | 90.00              | 442881    |               |
|                                     |                    |           | 90.00**       |
| DRUG DIVERSION PROGRAM              |                    |           |               |
| CJAD CONFERENCE FUND                | 200.00             | 442730    |               |
| OFFICE DEPOT                        | 317.86             | 442773    |               |
| DE LAGE LANDEN PUBLIC FINANCE       | 80.00              | 442881    |               |
|                                     |                    |           | 597.86**      |
| COUNTY CLERK - RECORD MGT           |                    |           |               |
| MANATRON                            | 11,106.62          | 442860    |               |
|                                     |                    |           | 11,106.62**   |
| DRUG INTERVENTION COURT             |                    |           |               |
| SOUTHEAST TEXAS COUNCIL ON ALCOHOL  | 1,620.00           | 442755    |               |
|                                     |                    |           | 1,620.00**    |
| DEPUTY SHERIFF EDUCATION            |                    |           |               |
| CASH ADVANCE ACCOUNT                | 494.80             | 442756    |               |
| HOMICIDE INVESTIGATORS OF TEXAS INC | 150.00             | 442830    |               |
|                                     |                    |           | 644.80**      |
| J.P. COURTROOM TECH. FUND           |                    |           |               |
| VERIZON WIRELESS                    | 228.06             | 442823    |               |
|                                     |                    |           | 228.06**      |
| HOTEL OCCUPANCY TAX FUND            |                    |           |               |
| CASH ADVANCE ACCOUNT                | 230.08             | 442756    |               |
| M&D SUPPLY                          | 12.05              | 442762    |               |
| MUNRO'S                             | 142.71             | 442770    |               |
| TRIANGLE BLUE PRINT CO., INC.       | 160.80             | 442804    |               |
| TRI-CITY COFFEE SERVICE             | 104.20             | 442805    |               |
| DE LAGE LANDEN PUBLIC FINANCE       | 315.00             | 442881    |               |
| VECTOR SECURITY                     | 3,816.00           | 442926    |               |
| SOUTHEAST TEXAS NONPROFIT DEVELOPMN | 240.00             | 442938    |               |
|                                     |                    |           | 5,020.84**    |
| DISTRICT CLK RECORDS MGMT           |                    |           |               |
| DE LAGE LANDEN PUBLIC FINANCE       | 140.00             | 442881    |               |
|                                     |                    |           | 140.00**      |
| CAPITAL PROJECTS FUND               |                    |           |               |
| LJA ENGINEERING INC                 | 310.00             | 442890    |               |
|                                     |                    |           | 310.00**      |
| AIRPORT FUND                        |                    |           |               |

| PGM: GMCOMMV2                       | DATE<br>02-05-2018 |           | PAGE: 10<br>62 |
|-------------------------------------|--------------------|-----------|----------------|
| NAME                                | AMOUNT             | CHECK NO. | TOTAL          |
| CITY OF NEDERLAND                   | 543.50             | 442734    |                |
| VERIZON WIRELESS                    | 37.99              | 442823    |                |
| UNITED STATES POSTAL SERVICE        | 6.70               | 442827    |                |
| LOWE'S HOME CENTERS, INC.           | 44.98              | 442834    |                |
| DE LAGE LANDEN PUBLIC FINANCE       | 140.00             | 442881    | 773.17**       |
| AIRPORT IMPROVE. GRANTS             |                    |           |                |
| ALLCO, INC.                         | 43,094.85          | 442825    | 43,094.85**    |
| SE TX EMP. BENEFIT POOL             |                    |           |                |
| GROUP ADMINISTRATIVE CONCEPTS INC   | 876.00             | 442876    |                |
| EXPRESS SCRIPTS INC                 | 86,927.20          | 442934    |                |
| UNITEDHEALTHCARE INSURANCE COMPANY  | 125,919.29         | 442935    | 213,722.49**   |
| LIABILITY CLAIMS ACCOUNT            |                    |           |                |
| STATE FARM MUTUAL AUTOMOBILE INS    | 4,542.28           | 442882    | 4,542.28**     |
| WORKER'S COMPENSATION FD            |                    |           |                |
| TRISTAR RISK MANAGEMENT             | 364.32             | 442851    |                |
| TRISTAR RISK MANAGEMENT             | 18,061.42          | 442852    | 18,425.74**    |
| SHERIFF'S FORFEITURE FUND           |                    |           |                |
| VERIZON WIRELESS                    | 75.98              | 442824    | 75.98**        |
| CNTY & DIST COURT TECH FD           |                    |           |                |
| VERIZON WIRELESS                    | 266.05             | 442823    | 266.05**       |
| MARINE DIVISION                     |                    |           |                |
| JACK BROOKS REGIONAL AIRPORT        | 459.79             | 442754    |                |
| SIERRA SPRING WATER CO. - BT        | 14.00              | 442828    |                |
| C & I OIL COMPANY INC               | 10,053.76          | 442867    |                |
| INTERSTATE ALL BATTERY CENTER - BMT | 489.90             | 442871    |                |
| HELICOPTER INSTITUTE INC            | 15,500.00          | 442928    |                |
| COASTAL SEAT CUSHIONS INC           | 2,016.50           | 442936    | 28,533.95**    |
| ASAP - CONSTABLE                    |                    |           |                |
| TRISTAR RISK MANAGEMENT             | 876.65             | 442851    |                |
| TRISTAR RISK MANAGEMENT             | 3,481.02           | 442852    | 4,357.67**     |
|                                     |                    |           | 724,686.78***  |



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

February 1, 2018

TO: Patrick Swain

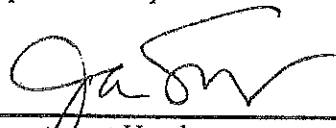
From: John Shauburger

RE: TRANSFER OF FUNDS

The Training Dept. is requesting computers for the training classrooms.  
Please transfer \$2,600 from 249-3015-421-3084 to 249-3015-421-6002.

If you have any questions, please call me.

Approvals for purchase:

  
\_\_\_\_\_  
Department Head

2-1-18  
\_\_\_\_\_  
Date

**Fran Lee**

---

**From:** Joe Zurita <jzurita@co.jefferson.tx.us>  
**Sent:** Friday, February 02, 2018 8:32 AM  
**To:** Fran Lee  
**Subject:** building maintenance  
**Attachments:** MX-M465N\_20180202\_075356.pdf

Good morning, I would like to get a budget transfer for building repairs. I would like to request 10,320.00 from account 120-8095-417-3037 to 120-9085-417-4009 for the repairs. I have attached the proposal with this email. Thank you and have a great day

*Jose L. Zurita Jr.  
Director of Service Center  
7789 Viterbo Rd.  
Nederland, Tx 77627  
409-719-5937*



Mailing Address:  
P.O. Box 20678  
Beaumont, Texas 77720-0678

September 20, 2017

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

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

General Contracting **Project: "Maintenance Shop"**

Construction Management **Subject: "Proposal"**

Design-Build

Dear Mr. Fuselier:

Job Order Contracting

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

Facilities Maintenance

**Proposal Recap:**

Commercial

- Caulk metal panel joints, windows, and doors both upper and lower section of office area
- Remove deteriorated sealant and dispose of from metal panel joints, window and door frames
- Recaulk all joints in metal panels that have been previously been caulked with G.E. silicone sealant, tool to a neat finish
- Recaulk all joints of window frame from frame to metal panels and glass to frame

Industrial

Government

Healthcare

**Total Price This Proposal \$ 10,320.00**

Infrastructure

**Exclusions:**

Unforeseen items beyond specified scope listed above, liquated damages.

Corporate


Education

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

Performing Arts

Respectfully submitted,  
**SETEX Construction Corp.**

Historical

  
Michael Waidley  
Project Manager

J17-0047

**AGENDA ITEM****February 5, 2018**

Consider and possibly approve out-of-state travel for County Judge, Jeff R. Branick to attend the 2018 NACo Legislative Conference in Washington, D.C., March 3-7, 2018

## **OUT OF STATE TRAVEL**

Consider and possibly approve out-of-state travel for County Judge, Jeff R. Branick to attend the 2018 NACo Legislative Conference in Washington, D.C., March 3-7, 2018

**1. Is the trip budgeted? If not, how is the trip to be funded?**

The trip will be paid out of the County Judge's budgeted travel funds.

**2. Is the training mandatory or does the training directly impact the employee's assigned job duties?**

The conference will focus on federal policy issues that impact counties and our residents. Judge Branick is the Chairman of the Gulf Coast Conference and is expected to chair the meetings.

**3. Does the benefit appear to be worth the cost?**

Yes, the benefit is worth the cost. The conference will cover federal policy priorities that include infrastructure and transportation, health and justice, public lands management, regulations and unfunded mandates, community and economic development as well as the Farm Bill.

**4. Is the training available locally or within Texas at a lower cost?**

No



## Jefferson County



## Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

## MEMO

TO: Ms. Loma George  
Hon. Jeff Branick's Office

FROM: Commissioner Everett Alfred

DATE: January 31, 2018

RE: Agenda Item

---

Please place this item on the Agenda for Monday, February 5, 2018.

**Consider and possibly approve appointing Mr. Tom Noyola as an Executive Board Member of the Southeast Texas Disaster Recovery Team. This is an appointment of Commissioner Everett "Bo" Alfred.**

Thank you.

EA/nr



## Pepe Dominguez

---

**From:** Pepe Dominguez <peped@co.jefferson.tx.us>  
**Sent:** Friday, January 26, 2018 10:11 AM  
**To:** 'Commissioner Alfred' (ealfred@co.jefferson.tx.us)  
**Cc:** Don Rao (drao@co.jefferson.tx.us); 'Commissioner Arnold'; 'Commissioner Weaver';  
 'Commissioner Sinegal'; 'Judge Branick'; 'Ronda Conlin'; Steve Stafford  
 [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Kenneth Minkins'  
 (kminkins@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org)  
**Subject:** Quail Run  
**Attachments:** Quail Run \_Comm Ct 02-05-2018.pdf

Commissioner Alfred ,

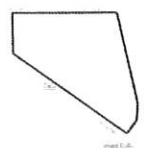
Attached is a PDF of Quail Run Subdivision, (a called 68.85 acre tract and a called 26.06 acre tract totaling 94.91 acres out of the T.&N.O. RR. Survey, Abstract 207) located off of F.M. Highway 365 in Precinct #4. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, February 5<sup>th</sup>, 2018.

If you have any questions please contact either Don or myself.


Pepe Dominguez

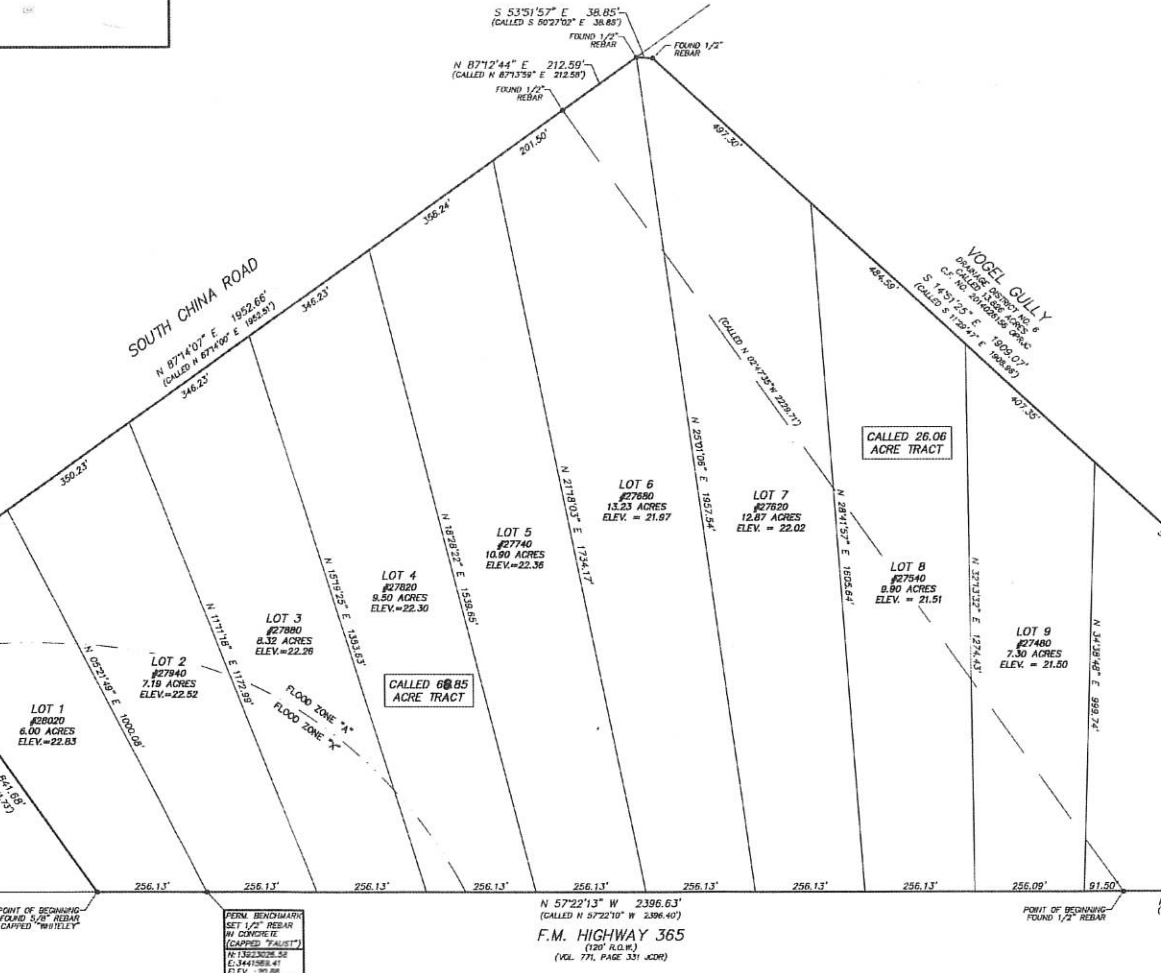
*Pepe Dominguez*  
 Jefferson County Engineering  
 1149 Pearl 5th Floor  
 Beaumont, TX 77701  
 Offc. 409 835-8584  
 Fax. 409 835-8718  
 email: [peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)



VICINITY MAP - N.T.S.

SCALE: 1" = 200'





LOT 1 6.00 ACRES ELEV. = 22.83  
 LOT 2 7.19 ACRES ELEV. = 22.52  
 LOT 3 8.32 ACRES ELEV. = 22.26  
 LOT 4 8.50 ACRES ELEV. = 22.30  
 LOT 5 10.90 ACRES ELEV. = 22.36  
 LOT 6 13.23 ACRES ELEV. = 21.97  
 LOT 7 12.87 ACRES ELEV. = 22.02  
 LOT 8 8.90 ACRES ELEV. = 21.51  
 LOT 9 7.30 ACRES ELEV. = 21.50  
 LOT 10 8.70 ACRES ELEV. = 20.89

PERM. BENCHMARK SET 1/2" REBAR IN CONCRETE (CAPPED 'FAUST') N 132.3028.58 E 344.1081.41 ELEV. 205.86

F.M. HIGHWAY 365 (V.L. 771, PAGE 331 & 308)

**SURVEYOR NOTES:**

- ALL PROPERTY CORNERS ARE MARKED WITH A 1/2" REBAR SET AND CAPPED 'FAUST' UNLESS SHOWN OTHERWISE.
- IN ACCORDANCE WITH THE FLOOD RATE INSURANCE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE SUBJECT TRACT IS LOCATED IN ZONE 'A' AND 'X' AS SHOWN ON COMMUNITY PANEL NUMBER 4803850250C, DATED AUGUST 06, 2002. THE LOCATION OF THE PROPERTY WAS DETERMINED BY SCALE AND FAUST ENGINEERING AND SURVEYING, INC. DOES NOT WARRANT OR SUBSCRIBE THE ACCURACY OF SAID MAP. ZONE 'A' ARE AREAS AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT. ZONE 'X' ARE AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN. BASE FLOOD ELEVATION IS 24.50'.
- ALL BUILDINGS IN THE SUBDIVISION ARE REQUIRED TO BE BUILT WITH A MINIMUM FINISHED FLOOR ELEVATION OF 25.50'. THE HIGH WATER CAUSED BY HURRICANE HARVEY IN 2017 ON THE SUBDIVISION WAS ELEVATION 26.50'.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH CENTRAL ZONE, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT 2011.
- ELEVATIONS SHOWN ARE NAVD 1988.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR EXTRA TERRITORIAL JURISDICTION.
- NEW CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY NOT BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
- NEW STRUCTURE IN THIS SUBDIVISION SHALL NOT BE OCCUPIED UNTIL CONNECTED TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
- NEW STRUCTURE IN THIS SUBDIVISION SHALL NOT BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
- THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF HARDIN JEFFERSON INDEPENDENT SCHOOL DISTRICT.
- ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.
- A TOTAL OF 10 LOTS WILL BE IN THE SUBDIVISION.
- NO MORE THAN ONE (1) SINGLE FAMILY RESIDENCE SHALL BE LOCATED ON EACH LOT. THIS RESTRICTION SHALL ALSO BE PLACED ON ALL DEEDS & CONTRACTS FOR DEED FOR ANY LOT SOLD WITHIN THE SUBDIVISION.

Electric utility service will be provided by: ENTERGY  
 Telephone utility service will be provided by: AT&T  
 Gas utility service will be provided by: NA  
 Water utility service will be provided by: NA  
 Sewer utility service will be provided by: NA  
 Cable utility service will be provided by: NA

STATE OF TEXAS  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That J.R. Concepts, L.L.C. a corporation organized and existing under the laws of the State of Texas, with its home address at 5995 Longwood, Beaumont, Texas 77707, owner of a called 68.85 acre tract out of the T.&N.O.R.R. Survey, Abstract No. 207, Jefferson County, Texas as conveyed to J.R. Concepts, L.L.C. by deed dated January 17, 2017 and recorded in Clerk's File No. 2017001895, Jefferson County Real Property Records and a called 26.06 acre tract out of the T.&N.O.R.R. Survey, Abstract No. 207, Jefferson County, Texas as conveyed to J.R. Concepts, L.L.C. by deed dated January 17, 2017 and recorded in Clerk's File No. 2017001897, Jefferson County Real Property Records, DOES HEREBY SUBDIVIDE 94.91 acres of land out of the T.&N.O.R.R. Survey, Abstract No. 21, Jefferson County, Texas to be known as Quail Run, in accordance with the plat shown hereon, subject to any and all easements or restrictions hereto fore granted and do hereby dedicate to the public the streets and easements shown hereon.

IN WITNESS WHEREOF the said Corporation Name has caused these presents to be executed by its Corporate Title, Name, thereunto duly authorized,

*Jeremiah Brummer*  
Jeremiah Brummer, Member of J.R. Concepts, L.L.C.

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Jeremiah Brummer known to me to be person whose name is subscribed to the foregoing instrument as Member of J.R. Concepts, L.L.C. and acknowledged to me that he executed the same in such capacity as the act and deed of said corporation for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of JANUARY, A.D. 20 18

*Ann Donahue*  
NOTARY PUBLIC in and for JEFFERSON COUNTY, TEXAS

AKN LIND-SOLM  
January 13, 2018 12:15  
My Commission Expires  
September 6, 2021

Certificate of County Approval, to-wit:

STATE OF TEXAS  
COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

Commissioner Precinct No. 1  
Jefferson County, Texas

Commissioner Precinct No. 2  
Jefferson County, Texas

Commissioner Precinct No. 3  
Jefferson County, Texas

Commissioner Precinct No. 4  
Jefferson County, Texas

County Judge  
Jefferson County, Texas

Certificate of Recording, to-wit:  
STATE OF TEXAS  
COUNTY OF JEFFERSON

I, \_\_\_\_\_, County Clerk of Jefferson County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., in the Plat Records of Jefferson County, Texas, in Book \_\_\_\_\_, Page \_\_\_\_\_.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Certification of County Director of Engineering

I, \_\_\_\_\_, Director of Engineering of Jefferson County, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office as adopted by the Commissioner's Court of Jefferson County, Texas.

Director of Engineering

Certification of Surveyor:

I, *Richard F. Faust*, a Registered Professional Land Surveyor in the state of Texas certify that this plat has been prepared from and actual survey on the ground, that all corners were found or set as noted and that this plat correctly represents said survey by me and is in accordance with the Subdivision Regulations of Jefferson County.

*Richard F. Faust*  
Richard F. Faust, P.E., R.P.L.S.  
Registered Professional Land Surveyor No. 4782  
Engineering Firm Registration No. 4800  
Surveying Firm Registration No. 100024-00

**FIELD NOTE DESCRIPTOR**  
FOR A  
68.85 ACRE TRACT  
OUT OF THE  
T.&N.O.R.R. CO. SURVEY  
ABSTRACT 207  
JEFFERSON COUNTY, TEXAS

BEGINNING AN 68.85 ACRE TRACT OF LAND SITUATED IN THE T.&N.O. RR. CO. SURVEY, ABSTRACT 207, JEFFERSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THE DEED EXECUTED BY ACREAGE ESTATES, LLC, IN FAVOR OF REYNOLDS FARM AND RANCH, LLC, AND REYNOLDS REAL ESTATE PROPERTIES, LLC, DATED 12-10-2010 FILED 12-14-2010 UNDER COUNTY CLERK'S FILE NO. 2010043171 OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS; SAVE AND EXCEPT THAT PORTION OF LAND CALLED 12.00 ACRES OF LAND CONVEYED TO MICHAEL B. LANGE AND AMBER W. LANGE DATED 7-29-2016 FILED 8-4-2016 UNDER COUNTY CLERK'S FILE NO. 2016022524 AND CORRECTION INSTRUMENT FILED 8-12-2016 UNDER COUNTY CLERK'S FILE NO. 2016025492 OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS; SAID 68.85 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" REBAR FOUND (CAPPED "WHITELEY") ON THE NORTH LINE OF HIGHWAY 365 AND BEING THE SOUTHEAST CORNER OF THE SAID 12.00 ACRE TRACT; SAID REBAR BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02°46'01" WEST (CALLED NORTH 02°46'00" WEST) ALONG THE EAST LINE OF THE SAID 12.00 ACRE TRACT, A DISTANCE OF 841.06 FEET (CALLED 841.73 FEET) TO A 5/8" REBAR FOUND (CAPPED "WHITELEY") ON THE SOUTH LINE OF SOUTH CHINA ROAD; SAID REBAR BEING THE NORTHEAST CORNER OF THE SAID 12.00 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 87°14'07" EAST (CALLED NORTH 87°14'00" EAST) ALONG THE SAID SOUTH LINE OF SAID SOUTH CHINA ROAD, A DISTANCE OF 1952.06 FEET (CALLED 1952.51 FEET) TO A 1/2" REBAR FOUND FOR THE NORTHWEST CORNER OF A CALLED 48.00 ACRE TRACT CONVEYED TO MIKE R. CARBAUGH AS DESCRIBED IN COUNTY CLERK'S FILE NO. 2014022820 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS; SAID REBAR BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 07°47'32" EAST (CALLED SOUTH 07°47'35" EAST) ALONG THE WEST LINE OF THE SAID 48.00 ACRE TRACT, A DISTANCE OF 2229.82 FEET (CALLED 2229.71 FEET) TO A 1/2" REBAR FOUND ON THE NORTH LINE OF SAID HIGHWAY 365; SAID REBAR BEING THE SOUTHWEST CORNER OF THE SAID 48.00 ACRE TRACT AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 57°22'13" WEST (CALLED NORTH 57°22'10" WEST) ALONG THE SAID NORTH LINE OF HIGHWAY 365, A DISTANCE OF 2396.63 FEET (CALLED 2396.40 FEET) TO THE POINT OF BEGINNING AND CONTAINING 68.85 ACRES OF LAND, MORE OR LESS.

**FIELD NOTE DESCRIPTOR**  
FOR A  
26.06 ACRE TRACT  
OUT OF THE  
T.&N.O.R.R. CO. SURVEY  
ABSTRACT 207  
JEFFERSON COUNTY, TEXAS

THAT CERTAIN 26.06 ACRE TRACT OUT OF THE T.&N.O. RR. CO. SURVEY, ABSTRACT 207, JEFFERSON COUNTY, TEXAS, AND BEING OUT OF AND PART OF THAT CERTAIN CALLED 48.00 ACRE TRACT CONVEYED TO MIKE R. CARBAUGH AS DESCRIBED IN COUNTY CLERK'S FILE NO. 2014022820 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS; SAID 26.06 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND ON THE NORTH LINE OF HIGHWAY 365 AND BEING THE SOUTHWEST CORNER OF THE SAID 48.00 ACRE TRACT;

THENCE NORTH 02°47'32" WEST (CALLED NORTH 02°47'35" WEST) ALONG THE WEST LINE OF THE SAID 48.00 ACRE TRACT, A DISTANCE OF 2229.82 FEET (CALLED 2229.71 FEET) TO A 1/2" REBAR FOUND ON THE SOUTH LINE OF SOUTH CHINA ROAD; SAID REBAR BEING THE NORTHWEST CORNER OF THE SAID 48.00 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 87°12'44" EAST (CALLED NORTH 87°13'59" EAST) ALONG THE SAID SOUTH LINE OF SAID SOUTH CHINA ROAD AND THE NORTH LINE OF THE SAID 48.00 ACRE TRACT, A DISTANCE OF 212.59 FEET (CALLED 212.58 FEET) TO A 1/2" REBAR FOUND AT THE INTERSECTION OF THE WEST LINE OF A TRACT 1 CONVEYED TO DRAINAGE DISTRICT 6 AS DESCRIBED IN CLERK'S FILE NO. 2014028156 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, AND THE NORTH LINE OF THE SAID 48.00 ACRE TRACT; SAID REBAR BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 53°51'57" EAST (CALLED SOUTH 50°27'02" EAST) ALONG THE WEST LINE OF THE SAID DRAINAGE DISTRICT 6 TRACT, A DISTANCE OF 38.85 FEET (CALLED 38.86 FEET) TO A 1/2" REBAR FOUND FOR AN ANGLE POINT IN THE WEST LINE OF THE SAID DRAINAGE DISTRICT 6 TRACT AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 14°51'25" EAST (CALLED SOUTH 11°28'47" EAST) ALONG THE WEST LINE OF THE SAID DRAINAGE DISTRICT 6 TRACT, A DISTANCE OF 1909.07 FEET (CALLED 1908.96 FEET) TO A 1/2" REBAR FOUND FOR AN ANGLE POINT IN THE WEST LINE OF THE DRAINAGE DISTRICT 6 TRACT AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00°04'11" EAST (CALLED SOUTH 03°17'41" WEST) ALONG THE WEST LINE OF THE SAID DRAINAGE DISTRICT 6 TRACT, A DISTANCE OF 218.31 FEET (CALLED 218.35 FEET) TO A 1/2" REBAR FOUND FOR AN ANGLE POINT IN THE WEST LINE OF THE SAID DRAINAGE DISTRICT 6 TRACT AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 07°22'49" WEST (CALLED SOUTH 10°43'09" WEST) ALONG THE WEST LINE OF THE SAID DRAINAGE DISTRICT 6 TRACT, A DISTANCE OF 151.46 FEET (CALLED 151.40 FEET) TO A 1/2" REBAR FOUND FOR AN ANGLE POINT IN THE WEST LINE OF SAID THE DRAINAGE DISTRICT 6 TRACT AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 34°02'19" WEST (CALLED SOUTH 37°24'39" WEST) ALONG THE WEST LINE OF THE DRAINAGE DISTRICT 6 TRACT, A DISTANCE OF 302.09 FEET (CALLED 302.19 FEET) TO A 1/2" REBAR FOUND FOR AN ANGLE POINT IN THE WEST LINE OF THE SAID DRAINAGE DISTRICT 6 TRACT AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 78°08'11" WEST (CALLED SOUTH 81°42'06" WEST) ALONG THE WEST LINE OF THE SAID DRAINAGE DISTRICT 6 TRACT, A DISTANCE OF 35.90 FEET (CALLED 35.79 FEET) TO A 1/2" REBAR FOUND ON THE SAID NORTH LINE OF HIGHWAY 365 AT THE INTERSECTION OF THE WEST LINE OF THE DRAINAGE DISTRICT 6 TRACT; SAID REBAR BEING A POINT ON THE SAID NORTH LINE OF HIGHWAY 365 AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 57°22'05" WEST (CALLED NORTH 57°22'11" WEST) ALONG THE SAID NORTH LINE OF HIGHWAY 365 AND THE SOUTH LINE OF THE SAID 48.00 ACRE TRACT, A DISTANCE OF 476.37 FEET (CALLED 476.40 FEET) TO THE POINT OF BEGINNING AND CONTAINING 26.06 ACRES OF LAND, MORE OR LESS.

**QUAIL RUN**  
A CALLED 68.85 ACRE TRACT AND  
A CALLED 26.06 ACRE TRACT  
TOTALING 94.91 ACRES  
OUT OF THE  
T.&N.O.R.R. SURVEY, ABSTRACT 207,  
JEFFERSON COUNTY, TEXAS

*Faust*  
ENGINEERING AND SURVEYING, INC.

PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
2525 CALDER STREET • BEAUMONT, TEXAS 77702 • (409) 813-3410  
ENGINEERING FIRM NO. 4800 • SURVEYING FIRM NO. 100024-00

Date: DECEMBER 13, 2017      Census Tract: 114      Project No. 160305 QUAIL

DATE: DECEMBER 13, 2017      CENSUS TRACT: 114      PROJECT NO. 160305 QUAIL



# Crisis Center



*"Helping to Rebuild Hopes, Lives and Dreams"*

---

## **RAPE AND SUICIDE CRISIS OF SOUTHEAST TEXAS, INC.**

---

December 6, 2017

Mrs. Zena Stephens, Sheriff  
1001 Pearl St. Suite 103  
Beaumont, TX 77701

Dear Mrs. Stephens,

The Rape & Suicide Crisis Center would like to thank you for your participation in the administration of the Cooperative Working Agreement as developed by the Attorney General Office's Sexual Assault Prevention & Crisis Services Division. Enclosed you will find a copy of our current Cooperative Working Agreement. Please review the document and make any changes that might be necessary, if no changes are necessary, then sign and return as soon as possible. If changes are needed, we will adjust them upon receipt, to your specifications and they will be sent to you for final signature.

Your prompt response to our request will be much appreciated. It is crucial that we have these in place to insure a continuum of services for victims of sexual assault, both primary and secondary.

For your convenience, we have enclosed a self-addressed stamped envelope. You may fax this copy along with any revisions to our office at (409) 832-4324 or E-Mail us at [crisiscenterofsoutheasttexasinc@gmail.com](mailto:crisiscenterofsoutheasttexasinc@gmail.com)

Again, thank you for your past, current and future services to sexual assault survivors and their families.

Sincerely,

Cheryl Williams,  
Executive Director

## *Cooperative Working Agreement* **2018-2020**

*This working agreement is recognized as a cooperative collaboration between each agency listed below. The purpose is to provide a continuum of services as needed for sexual assault survivors and other victims of crime. The signature of each agency's representatives acknowledges proof of cooperation.*

*The District Attorney's Office of Jefferson County, Tyler County, and Orange County agrees to:*

- Designate a liaison to serve on the Sexual Assault Response Team (SART) and to serve as the agency's contact person;
- Use Sexual Assault Nurse Examiners (SANEs) as witnesses during a sexual assault trial;
- Provide reasonable notification of upcoming trials to the SANE who will be called to testify;
- Meet with the SANE prior to a trial to review the case; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

*The Jefferson and Orange County Sheriffs Office & Police Departments of Beaumont, Groves, Nederland, Port Arthur, Vidor, Orange, Bridge City, Port Neches & Tyler County agrees to:*

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Refer sexual assault patients to the **CHRISTUS St. Elizabeth Hospital SANE Team, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE Team**, as appropriate;
- Follow established protocol to notify SANE team that a sexual assault survivor is being transported;
- Provide a case or incident report number;
- Receive forensic evidence that has been collected from the survivor and/or perpetrator;
- Follow law enforcement established protocol regarding evidence collection and storage; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

*Rape & Suicide Crisis of Southeast Texas, Inc. agrees to:*

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Refer sexual assault survivors at **CHRISTUS St. Elizabeth Hospital SANE Team, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE Team**, as appropriate;
- Demonstrate an average 60 minute response time from time call is received to time advocate arrives in the emergency department;
- Follow established protocols with **CHRISTUS St. Elizabeth Hospital, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas** for advocates in the examining room;
- Be available for survivors of all ages, their family members and friends;
- Maintain communication and contact with SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

*The Garth House agrees to:*

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Refer child survivors of sexual assault to **CHRISTUS St. Elizabeth Hospital SANE Team, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE Team** as appropriate;



- Demonstrate an average 60 minute response time from time is received to time advocate arrives in the emergency department;
- Follow established protocols with **CHRISTUS St. Elizabeth Hospital, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas** for advocates in the examining room;
- Be available for survivors of all ages, their family members and friends;
- Maintain communication with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

*The Texas Department of Family and Protective Services (CPS) agrees to:*

- Designate a liaison for the SART to contact;
- Refer child survivors of sexual assault to **CHRISTUS St. Elizabeth Hospital SANE team, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE team** as appropriate;
- Contact **Court Appointed Special Advocates** liaison if child is in foster care system;
- Maintain communications and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Assault Task Force Meeting.

*Child Abuse & Forensic Services agrees to:*

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Demonstrate an average sixty (60) minute response from the time of call received to time SANE arrives in Emergency Department;
- Notify **Rape & Suicide Crisis of Southeast Texas, Inc.** that a survivor is being transported/has arrived;
- Provide **Rape & Suicide Crisis of Southeast Texas, Inc.** the opportunity to establish a relationship with the survivor(s), if survivor agrees. This includes survivors of all ages, their family members, and friends;
- Provide consistency in the sexual assault examination of survivors;
- Provide consistency in the evidence collection from perpetrators;
- Have sexual assault evidence collection kit available;
- SANEs will provide a copy of evidence collection and/or all other documentation pertaining to sexual assault exam to law enforcement agency;
- Maintain chain of forensic evidence and hand off to law enforcement agent;
- Properly prepare for upcoming hearings;
- Meet with District Attorney to review the case;
- Maintain contact with the District Attorney's office;
- Notify the District Attorney's office of address and/or telephone number changes; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings

*The Sane Team of CHRISTUS Hospital Agrees to:*

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Notify **Rape & Suicide Crisis of Southeast Texas, Inc.** that a survivor is being transported/has arrived;
- Demonstrate an average sixty (60) minute response from the time of call received to time SANE arrives in Emergency Department;
- If a child survivor has Court Appointed Special Advocate CHRISTUS Hospital agrees to notify Court Appointed Special Advocates of child arrival;
- Provide **Rape & Suicide Crisis of Southeast Texas, Inc.** the opportunity to establish a relationship with the survivor(s), if survivor agrees. This includes survivors of all ages, their family members, and friends;

- Provide consistency in the sexual assault examination of survivors;
- Provide consistency in the evidence collection from perpetrators;
- Have sexual assault evidence collection kit available;
- CHRISTUS Hospital will provide a copy of evidence collection and/or all other documentation pertaining to sexual assault exam to law enforcement agency;
- Maintain chain of forensic evidence and hand off to law enforcement agent;
- Properly prepare for upcoming hearings;
- Meet with District Attorney to review the case;
- Maintain contact with the District Attorney's office;
- Notify the District Attorney's office of address and/or telephone number changes; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

***Court Appointed Special Advocates agree to:***

- Designate a liaison for the Southeast Texas Sexual Assault Task Force to contact.
- Demonstrate a thirty-minute response from time of call received to time advocate arrives in emergency room. (Call is to liaison.)
- Follow established protocol regarding SETX Sexual Assault Task Force for advocates in the examining room.
- Be available for survivor's ages 0-17 who are already in the custody of CPS and CASA is already appointed by the courts.
- The advocate arrives as soon as possible and assists the victim throughout the medical and police procedures.
- With the advocate present to provide support, the forensic examiner and police will briefly confer to coordinate their questioning and reduce repetition.
- Advocate will remain in the room to provide support during the exam as well, at the discretion of the patient.
- The advocate will make arrangements to contact the victim for follow-up support, and legal advocacy.

***Medical Center of Southeast Texas***

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Notify **Rape & Suicide Crisis of Southeast Texas, Inc.** that a survivor is being transported/has arrived;
- If a child survivor has a court appointed special advocate Medical Center of Southeast Texas agrees to notify Court Appointed Special Advocates of child arrival;
- Provide **Rape & Suicide Crisis of Southeast Texas, Inc.** the opportunity to establish a relationship with the survivor(s), if survivor agrees. This includes survivors of all ages, their family members, and friends;
- Provide consistency in the sexual assault examination of survivors;
- Provide consistency in the evidence collection from perpetrators;
- Have sexual assault evidence collection kit available;
- Medical Center of Southeast Texas will provide a copy of evidence collection and/or all other documentation pertaining to sexual assault exam to law enforcement agency;
- Maintain chain of forensic evidence and hand off to law enforcement agent;
- Properly prepare for upcoming hearings;
- Meet with District Attorney to review the case;
- Maintain contact with the District Attorney's office;
- Notify the District Attorney's office of address and/or telephone number changes; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

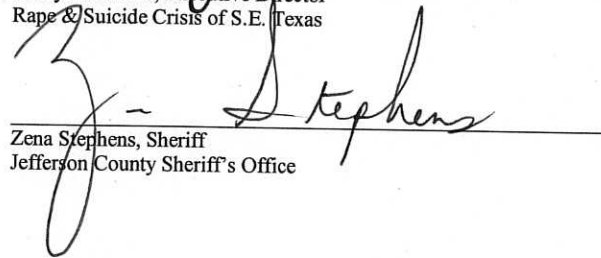
***Baptist Hospital of Southeast Texas Beaumont***

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Notify **Rape & Suicide Crisis of Southeast Texas, Inc.** that a survivor is being transported/has arrived;
- If a child survivor has court appointed special advocate Baptist Hospital of Southeast Texas Beaumont agrees to notify Court Appointed Special Advocates of child arrival;
- Provide **Rape & Suicide Crisis of Southeast Texas, Inc.** the opportunity to establish a relationship with the survivor(s), if survivor agrees. This includes survivors of all ages, their family members, and friends;
- Provide consistency in the sexual assault examination of survivors;
- Provide consistency in the evidence collection from perpetrators;
- Have sexual assault evidence collection kit available;
- Baptist Hospital of Southeast Texas Beaumont will provide a copy of evidence collection and/or all other documentation pertaining to sexual assault exam to law enforcement agency;
- Maintain chain of forensic evidence and hand off to law enforcement agent;
- Properly prepare for upcoming hearings;
- Meet with District Attorney to review the case;
- Maintain contact with the District Attorney's office;
- Notify the District Attorney's office of address and/or telephone number changes; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

*Cooperative Working Agreement*  
*Signature Page*

  
Cheryl Williams, Executive Director  
Rape & Suicide Crisis of S.E. Texas

12/11/17  
Date

  
Zena Stephens, Sheriff  
Jefferson County Sheriff's Office

12/12/17  
Date



**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

|   |                                 |  |   |                            |
|---|---------------------------------|--|---|----------------------------|
| 1. Agreement No.<br>78-01-0077  | 2. Effective Date<br>12-12-2017 | 3. Facility Code(s)<br>6DH   | 4. Modification No.<br>8                        | 5. DUNS No.<br>010-807-535 |
| 6. Issuing Federal Agency<br><br>United States Marshals Service<br>Prisoner Operations Division<br>Intergovernmental Agreements Branch<br>CG-3, Suite 3000<br>Washington, DC 20530-0001 |                                 | 7. Local Government<br><br>Jefferson County Jail<br>1001 Pearl Street<br>Beaumont, Texas 77701 |   |                            |
| 8. Appropriation Data<br>15X1020  |                                 | 9. <i>Per-Diem</i> Rate<br>\$74.40   | 10. Guard/Transportation Hourly Rate<br>\$20.37 |                            |

11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED.

The purpose of this modification is to revise the following modifications numbers:

Modification 8 effective date April 1, 2015 should be Modification 1.  
 Modification 9 effective date April 1, 2015 should be Modification 2.  
 Modification 10 effective date April 1, 2015 should be Modification 3.  
 Modification 11 effective date April 1, 2016 should be Modification 4.  
 Modification 12 effective date April 1, 2016 should be Modification 5.  
 Modification 13 effective date February 1, 2017 should be Modification 6.  
 Modification 14 effective date February 1, 2017 should be Modification 7.

**NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE**

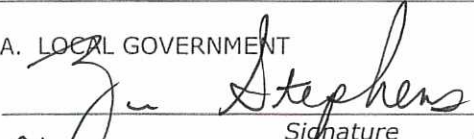
**12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:**

A. ☐ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT

B. ☒ LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL

**13. APPROVALS**

A. LOCAL GOVERNMENT

  
 Signature  
 Sheriff Jefferson County  
 TITLE  
 1/23/18  
 DATE

B. FEDERAL GOVERNMENT

  
 Signature  
 Grants Specialist  
 TITLE  
 12/12/2017  
 DATE

**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

|   |                                    |  |                          |                            |
|---|------------------------------------|--|--------------------------|----------------------------|
| 1. Agreement No.<br>78-01-0077  | 2. Effective Date<br>2-1-2018      | 3. Facility Code(s)<br>6DH   | 4. Modification No.<br>9 | 5. DUNS No.<br>010-807-535 |
| 6. Issuing Federal Agency<br><br>United States Marshals Service<br>Prisoner Operations Division<br>Intergovernmental Agreements Branch<br>CG-3, Suite 3000<br>Washington, DC 20530-0001   |                                    | 7. Local Government<br><br>Jefferson County Jail<br>1001 Pearl Street<br>Beaumont, Texas 77701                                   |                          |                            |
| 8. Appropriation Data<br>15X1020  | 9. <i>Per-Diem</i> Rate<br>\$74.40 | 10. Guard/Transportation Hourly Rate<br>\$20.37  |                          |                            |
| <p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED.</p> <p>The purpose of this modification is to incorporate Department of Labor Wage Determination 2015-5217 Revision 5, dated 8/9/2017 into the current Intergovernmental Agreement.</p> <p><b>NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE</b></p> |                                    |  |                          |                            |
| <b>12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:</b>   |                                    |  |                          |                            |
| A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT  |                                    | B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL |                          |                            |
| <b>13. APPROVALS</b>  |                                    |  |                          |                            |
| A. LOCAL GOVERNMENT<br><br>_____<br><i>Signature</i><br><br>_____<br>TITLE DATE   |                                    | B. FEDERAL GOVERNMENT<br><br>_____<br><i>Signature</i><br><br>Grants Specialist<br>_____<br>TITLE DATE                           |                          |                            |

**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

**Agreement Number: 78-01-0077**

**Page 2 of 12**

Incorporate the Department of Labor Wage Determination No. 2015-5217 Revision 5, dated 8/9/2017. In accordance with FAR PART 52.222.43 (f), Jefferson County Jail must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date."

WD 15-5217 (Rev.-5) was first posted on www.wdol.gov on 08/15/2017

\*\*\*\*\*

|  |                                     |
|--|-------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER  | U.S. DEPARTMENT OF LABOR            |
| THE SERVICE CONTRACT ACT               | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | WAGE AND HOUR DIVISION              |
|  | WASHINGTON D.C. 20210               |

|                 |                     |                                   |
|-----------------|---------------------|-----------------------------------|
| Daniel W. Simms | Division of         | Wage Determination No.: 2015-5217 |
| Director        | Wage Determinations | Revision No.: 5                   |
|                 |                     | Date Of Revision: 08/09/2017      |

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Texas

Area: Texas Counties of Hardin, Jefferson, Orange

| **Fringe Benefits Required Follow the Occupational Listing** |          |       |
|--|----------|-------|
| OCCUPATION CODE - TITLE                                      | FOOTNOTE | RATE  |
| 01000 - Administrative Support And Clerical Occupations      |          |       |
| 01011 - Accounting Clerk I                                   |          | 14.31 |
| 01012 - Accounting Clerk II                                  |          | 16.60 |
| 01013 - Accounting Clerk III                                 |          | 24.22 |
| 01020 - Administrative Assistant                             |          | 22.76 |
| 01035 - Court Reporter                                       |          | 27.82 |
| 01041 - Customer Service Representative I                    |          | 10.40 |
| 01042 - Customer Service Representative II                   |          | 11.69 |
| 01043 - Customer Service Representative III                  |          | 12.76 |
| 01051 - Data Entry Operator I                                |          | 12.23 |
| 01052 - Data Entry Operator II                               |          | 14.86 |
| 01060 - Dispatcher, Motor Vehicle                            |          | 19.43 |
| 01070 - Document Preparation Clerk                           |          | 12.47 |
| 01090 - Duplicating Machine Operator                         |          | 12.47 |
| 01111 - General Clerk I                                      |          | 12.03 |
| 01112 - General Clerk II                                     |          | 14.23 |
| 01113 - General Clerk III                                    |          | 14.98 |
| 01120 - Housing Referral Assistant                           |          | 18.72 |
| 01141 - Messenger Courier                                    |          | 12.24 |
| 01191 - Order Clerk I  |          | 13.57 |
| 01192 - Order Clerk II                                       |          | 14.81 |
| 01261 - Personnel Assistant (Employment) I                   |          | 14.69 |
| 01262 - Personnel Assistant (Employment) II                  |          | 17.18 |
| 01263 - Personnel Assistant (Employment) III                 |          | 20.01 |
| 01270 - Production Control Clerk                             |          | 25.60 |
| 01290 - Rental Clerk   |          | 11.32 |
| 01300 - Scheduler, Maintenance                               |          | 14.00 |
| 01311 - Secretary I  |          | 14.00 |
| 01312 - Secretary II   |          | 16.07 |
| 01313 - Secretary III  |          | 18.72 |
| 01320 - Service Order Dispatcher                             |          | 16.68 |
| 01410 - Supply Technician                                    |          | 22.76 |



|  |       |
|--|-------|
| 01420 - Survey Worker                                | 14.73 |
| 01460 - Switchboard Operator/Receptionist            | 11.37 |
| 01531 - Travel Clerk I                               | 13.66 |
| 01532 - Travel Clerk II                              | 14.95 |
| 01533 - Travel Clerk III                             | 15.88 |
| 01611 - Word Processor I                             | 12.56 |
| 01612 - Word Processor II                            | 14.58 |
| 01613 - Word Processor III                           | 18.63 |
| 05000 - Automotive Service Occupations               |       |
| 05005 - Automobile Body Repairer, Fiberglass         | 22.83 |
| 05010 - Automotive Electrician                       | 21.80 |
| 05040 - Automotive Glass Installer                   | 20.84 |
| 05070 - Automotive Worker                            | 20.84 |
| 05110 - Mobile Equipment Servicer                    | 17.59 |
| 05130 - Motor Equipment Metal Mechanic               | 22.83 |
| 05160 - Motor Equipment Metal Worker                 | 20.84 |
| 05190 - Motor Vehicle Mechanic                       | 22.71 |
| 05220 - Motor Vehicle Mechanic Helper                | 16.86 |
| 05250 - Motor Vehicle Upholstery Worker              | 20.51 |
| 05280 - Motor Vehicle Wrecker                        | 20.84 |
| 05310 - Painter, Automotive                          | 21.60 |
| 05340 - Radiator Repair Specialist                   | 20.84 |
| 05370 - Tire Repairer                                | 16.09 |
| 05400 - Transmission Repair Specialist               | 22.83 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker  | 11.26 |
| 07041 - Cook I                                       | 9.95  |
| 07042 - Cook II                                      | 11.64 |
| 07070 - Dishwasher                                   | 8.75  |
| 07130 - Food Service Worker                          | 9.11  |
| 07210 - Meat Cutter                                  | 14.45 |
| 07260 - Waiter/Waitress                              | 8.75  |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 19.25 |
| 09040 - Furniture Handler                            | 13.33 |
| 09080 - Furniture Refinisher                         | 19.25 |
| 09090 - Furniture Refinisher Helper                  | 15.67 |
| 09110 - Furniture Repairer, Minor                    | 17.48 |
| 09130 - Upholsterer                                  | 19.25 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 9.32  |
| 11060 - Elevator Operator                            | 10.06 |
| 11090 - Gardener                                     | 15.41 |
| 11122 - Housekeeping Aide                            | 10.06 |
| 11150 - Janitor                                      | 10.06 |
| 11210 - Laborer, Grounds Maintenance                 | 11.40 |
| 11240 - Maid or Houseman                             | 8.70  |
| 11260 - Pruner                                       | 10.16 |
| 11270 - Tractor Operator                             | 14.01 |
| 11330 - Trail Maintenance Worker                     | 11.40 |
| 11360 - Window Cleaner                               | 11.29 |
| 12000 - Health Occupations                           |       |
| 12010 - Ambulance Driver                             | 16.91 |
| 12011 - Breath Alcohol Technician                    | 17.66 |
| 12012 - Certified Occupational Therapist Assistant   | 26.05 |
| 12015 - Certified Physical Therapist Assistant       | 28.79 |
| 12020 - Dental Assistant                             | 16.48 |
| 12025 - Dental Hygienist                             | 32.92 |
| 12030 - EKG Technician                               | 26.27 |
| 12035 - Electroneurodiagnostic Technologist          | 26.27 |
| 12040 - Emergency Medical Technician                 | 16.91 |
| 12071 - Licensed Practical Nurse I                   | 15.79 |
| 12072 - Licensed Practical Nurse II                  | 17.66 |

|  |               |
|--|---------------|
| 12073 - Licensed Practical Nurse III                         | 19.68         |
| 12100 - Medical Assistant                                    | 13.75         |
| 12130 - Medical Laboratory Technician                        | 18.60         |
| 12160 - Medical Record Clerk                                 | 13.14         |
| 12190 - Medical Record Technician                            | 14.70         |
| 12195 - Medical Transcriptionist                             | 15.79         |
| 12210 - Nuclear Medicine Technologist                        | 38.80         |
| 12221 - Nursing Assistant I                                  | 10.98         |
| 12222 - Nursing Assistant II                                 | 12.35         |
| 12223 - Nursing Assistant III                                | 13.47         |
| 12224 - Nursing Assistant IV                                 | 15.13         |
| 12235 - Optical Dispenser                                    | 15.08         |
| 12236 - Optical Technician                                   | 14.93         |
| 12250 - Pharmacy Technician                                  | 16.33         |
| 12280 - Phlebotomist   | 14.36         |
| 12305 - Radiologic Technologist                              | 23.07         |
| 12311 - Registered Nurse I                                   | 21.66         |
| 12312 - Registered Nurse II                                  | 26.50         |
| 12313 - Registered Nurse II, Specialist                      | 26.50         |
| 12314 - Registered Nurse III                                 | 32.06         |
| 12315 - Registered Nurse III, Anesthetist                    | 32.06         |
| 12316 - Registered Nurse IV                                  | 38.43         |
| 12317 - Scheduler (Drug and Alcohol Testing)                 | 21.87         |
| 12320 - Substance Abuse Treatment Counselor                  | 16.26         |
| 13000 - Information And Arts Occupations                     |               |
| 13011 - Exhibits Specialist I                                | 20.41         |
| 13012 - Exhibits Specialist II                               | 24.06         |
| 13013 - Exhibits Specialist III                              | 28.56         |
| 13041 - Illustrator I  | 20.41         |
| 13042 - Illustrator II                                       | 24.06         |
| 13043 - Illustrator III                                      | 28.56         |
| 13047 - Librarian  | 25.85         |
| 13050 - Library Aide/Clerk                                   | 11.04         |
| 13054 - Library Information Technology Systems Administrator | 23.34         |
| 13058 - Library Technician                                   | 13.13         |
| 13061 - Media Specialist I                                   | 16.85         |
| 13062 - Media Specialist II                                  | 18.85         |
| 13063 - Media Specialist III                                 | 21.00         |
| 13071 - Photographer I                                       | 16.85         |
| 13072 - Photographer II                                      | 18.85         |
| 13073 - Photographer III                                     | 23.34         |
| 13074 - Photographer IV                                      | 28.56         |
| 13075 - Photographer V                                       | 34.54         |
| 13090 - Technical Order Library Clerk                        | 15.26         |
| 13110 - Video Teleconference Technician                      | 16.85         |
| 14000 - Information Technology Occupations                   |               |
| 14041 - Computer Operator I                                  | 15.48         |
| 14042 - Computer Operator II                                 | 18.07         |
| 14043 - Computer Operator III                                | 22.78         |
| 14044 - Computer Operator IV                                 | 25.50         |
| 14045 - Computer Operator V                                  | 28.31         |
| 14071 - Computer Programmer I                                | (see 1) 22.16 |
| 14072 - Computer Programmer II                               | (see 1)       |
| 14073 - Computer Programmer III                              | (see 1)       |
| 14074 - Computer Programmer IV                               | (see 1)       |
| 14101 - Computer Systems Analyst I                           | (see 1)       |
| 14102 - Computer Systems Analyst II                          | (see 1)       |
| 14103 - Computer Systems Analyst III                         | (see 1)       |
| 14150 - Peripheral Equipment Operator                        | 15.48         |
| 14160 - Personal Computer Support Technician                 | 25.50         |
| 14170 - System Support Specialist                            | 24.62         |
| 15000 - Instructional Occupations                            |               |

|   |       |
|---|-------|
| 15010 - Aircrew Training Devices Instructor (Non-Rated)         | 31.22 |
| 15020 - Aircrew Training Devices Instructor (Rated)             | 37.78 |
| 15030 - Air Crew Training Devices Instructor (Pilot)            | 44.48 |
| 15050 - Computer Based Training Specialist / Instructor         | 31.22 |
| 15060 - Educational Technologist                                | 30.91 |
| 15070 - Flight Instructor (Pilot)                               | 44.48 |
| 15080 - Graphic Artist  | 19.41 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop                 | 45.29 |
| 15086 - Maintenance Test Pilot, Rotary Wing                     | 45.29 |
| 15088 - Non-Maintenance Test/Co-Pilot                           | 45.29 |
| 15090 - Technical Instructor                                    | 24.76 |
| 15095 - Technical Instructor/Course Developer                   | 30.30 |
| 15110 - Test Proctor  | 20.00 |
| 15120 - Tutor   | 20.00 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations |       |
| 16010 - Assembler   | 10.00 |
| 16030 - Counter Attendant                                       | 10.00 |
| 16040 - Dry Cleaner   | 11.87 |
| 16070 - Finisher, Flatwork, Machine                             | 10.00 |
| 16090 - Presser, Hand   | 10.00 |
| 16110 - Presser, Machine, Drycleaning                           | 10.00 |
| 16130 - Presser, Machine, Shirts                                | 10.00 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry              | 10.00 |
| 16190 - Sewing Machine Operator                                 | 13.67 |
| 16220 - Tailor  | 13.72 |
| 16250 - Washer, Machine   | 10.52 |
| 19000 - Machine Tool Operation And Repair Occupations           |       |
| 19010 - Machine-Tool Operator (Tool Room)                       | 24.18 |
| 19040 - Tool And Die Maker                                      | 28.81 |
| 21000 - Materials Handling And Packing Occupations              |       |
| 21020 - Forklift Operator                                       | 16.23 |
| 21030 - Material Coordinator                                    | 25.60 |
| 21040 - Material Expediter                                      | 25.60 |
| 21050 - Material Handling Laborer                               | 13.07 |
| 21071 - Order Filler  | 11.17 |
| 21080 - Production Line Worker (Food Processing)                | 16.23 |
| 21110 - Shipping Packer   | 14.77 |
| 21130 - Shipping/Receiving Clerk                                | 14.77 |
| 21140 - Store Worker I  | 11.82 |
| 21150 - Stock Clerk   | 16.90 |
| 21210 - Tools And Parts Attendant                               | 16.23 |
| 21410 - Warehouse Specialist                                    | 16.23 |
| 23000 - Mechanics And Maintenance And Repair Occupations        |       |
| 23010 - Aerospace Structural Welder                             | 26.53 |
| 23019 - Aircraft Logs and Records Technician                    | 20.89 |
| 23021 - Aircraft Mechanic I                                     | 25.43 |
| 23022 - Aircraft Mechanic II                                    | 26.53 |
| 23023 - Aircraft Mechanic III                                   | 27.65 |
| 23040 - Aircraft Mechanic Helper                                | 17.48 |
| 23050 - Aircraft, Painter                                       | 24.18 |
| 23060 - Aircraft Servicer                                       | 20.89 |
| 23070 - Aircraft Survival Flight Equipment Technician           | 24.18 |
| 23080 - Aircraft Worker   | 22.49 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I        | 22.49 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II       | 25.43 |
| 23110 - Appliance Mechanic                                      | 24.18 |
| 23120 - Bicycle Repairer  | 19.23 |
| 23125 - Cable Splicer   | 26.84 |
| 23130 - Carpenter, Maintenance                                  | 22.19 |
| 23140 - Carpet Layer  | 22.49 |
| 23160 - Electrician, Maintenance                                | 25.97 |

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| 23181 - Electronics Technician Maintenance I                                   | 27.81 |
| 23182 - Electronics Technician Maintenance II                                  | 30.93 |
| 23183 - Electronics Technician Maintenance III                                 | 32.52 |
| 23260 - Fabric Worker  | 20.89 |
| 23290 - Fire Alarm System Mechanic   | 20.16 |
| 23310 - Fire Extinguisher Repairer   | 19.23 |
| 23311 - Fuel Distribution System Mechanic                                      | 26.84 |
| 23312 - Fuel Distribution System Operator                                      | 21.62 |
| 23370 - General Maintenance Worker   | 18.40 |
| 23380 - Ground Support Equipment Mechanic                                      | 25.43 |
| 23381 - Ground Support Equipment Servicer                                      | 20.89 |
| 23382 - Ground Support Equipment Worker  | 22.49 |
| 23391 - Gunsmith I   | 19.23 |
| 23392 - Gunsmith II  | 22.49 |
| 23393 - Gunsmith III   | 25.43 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic                     | 21.47 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 22.40 |
| 23430 - Heavy Equipment Mechanic   | 23.64 |
| 23440 - Heavy Equipment Operator   | 22.29 |
| 23460 - Instrument Mechanic  | 25.43 |
| 23465 - Laboratory/Shelter Mechanic  | 24.18 |
| 23470 - Laborer  | 13.07 |
| 23510 - Locksmith  | 24.18 |
| 23530 - Machinery Maintenance Mechanic   | 27.29 |
| 23550 - Machinist, Maintenance   | 26.33 |
| 23580 - Maintenance Trades Helper  | 15.06 |
| 23591 - Metrology Technician I   | 25.43 |
| 23592 - Metrology Technician II  | 26.53 |
| 23593 - Metrology Technician III   | 27.65 |
| 23640 - Millwright   | 24.90 |
| 23710 - Office Appliance Repairer  | 19.25 |
| 23760 - Painter, Maintenance   | 19.25 |
| 23790 - Pipefitter, Maintenance  | 26.63 |
| 23810 - Plumber, Maintenance   | 25.33 |
| 23820 - Pneudraulic Systems Mechanic   | 25.43 |
| 23850 - Rigger   | 26.06 |
| 23870 - Scale Mechanic   | 22.49 |
| 23890 - Sheet-Metal Worker, Maintenance  | 24.93 |
| 23910 - Small Engine Mechanic  | 18.40 |
| 23931 - Telecommunications Mechanic I  | 25.78 |
| 23932 - Telecommunications Mechanic II   | 26.90 |
| 23950 - Telephone Lineman  | 30.64 |
| 23960 - Welder, Combination, Maintenance                                       | 24.74 |
| 23965 - Well Driller   | 22.18 |
| 23970 - Woodcraft Worker   | 25.43 |
| 23980 - Woodworker   | 19.23 |
| 24000 - Personal Needs Occupations   |       |
| 24550 - Case Manager   | 13.46 |
| 24570 - Child Care Attendant   | 10.35 |
| 24580 - Child Care Center Clerk  | 12.93 |
| 24610 - Chore Aide   | 8.64  |
| 24620 - Family Readiness And Support Services Coordinator                      | 13.46 |
| 24630 - Homemaker  | 15.33 |
| 25000 - Plant And System Operations Occupations                                |       |
| 25010 - Boiler Tender  | 22.43 |
| 25040 - Sewage Plant Operator  | 19.38 |
| 25070 - Stationary Engineer  | 22.43 |
| 25190 - Ventilation Equipment Tender   | 15.67 |
| 25210 - Water Treatment Plant Operator   | 19.25 |
| 27000 - Protective Service Occupations   |       |



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| 27004 - Alarm Monitor  | 18.29 |
| 27007 - Baggage Inspector                                      | 11.82 |
| 27008 - Corrections Officer                                    | 20.72 |
| 27010 - Court Security Officer                                 | 24.52 |
| 27030 - Detection Dog Handler                                  | 13.94 |
| 27040 - Detention Officer                                      | 20.72 |
| 27070 - Firefighter  | 26.96 |
| 27101 - Guard I  | 11.82 |
| 27102 - Guard II   | 13.94 |
| 27131 - Police Officer I                                       | 26.80 |
| 27132 - Police Officer II                                      | 29.78 |
| 28000 - Recreation Occupations                                 |       |
| 28041 - Carnival Equipment Operator                            | 12.25 |
| 28042 - Carnival Equipment Repairer                            | 13.47 |
| 28043 - Carnival Worker  | 8.88  |
| 28210 - Gate Attendant/Gate Tender                             | 15.40 |
| 28310 - Lifeguard  | 11.75 |
| 28350 - Park Attendant (Aide)                                  | 17.85 |
| 28510 - Recreation Aide/Health Facility Attendant              | 13.43 |
| 28515 - Recreation Specialist                                  | 20.21 |
| 28630 - Sports Official  | 15.14 |
| 28690 - Swimming Pool Operator                                 | 16.40 |
| 29000 - Stevedoring/Longshoremen Occupational Services         |       |
| 29010 - Blocker And Bracer                                     | 22.49 |
| 29020 - Hatch Tender   | 22.49 |
| 29030 - Line Handler   | 22.49 |
| 29041 - Stevedore I  | 20.89 |
| 29042 - Stevedore II   | 24.18 |
| 30000 - Technical Occupations                                  |       |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)   | 37.52 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2)  | 25.87 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 28.49 |
| 30021 - Archeological Technician I                             | 19.68 |
| 30022 - Archeological Technician II                            | 22.91 |
| 30023 - Archeological Technician III                           | 27.31 |
| 30030 - Cartographic Technician                                | 28.56 |
| 30040 - Civil Engineering Technician                           | 24.06 |
| 30051 - Cryogenic Technician I                                 | 30.20 |
| 30052 - Cryogenic Technician II                                | 33.35 |
| 30061 - Drafter/CAD Operator I                                 | 19.68 |
| 30062 - Drafter/CAD Operator II                                | 22.91 |
| 30063 - Drafter/CAD Operator III                               | 25.05 |
| 30064 - Drafter/CAD Operator IV                                | 30.20 |
| 30081 - Engineering Technician I                               | 15.94 |
| 30082 - Engineering Technician II                              | 17.90 |
| 30083 - Engineering Technician III                             | 20.60 |
| 30084 - Engineering Technician IV                              | 25.52 |
| 30085 - Engineering Technician V                               | 30.94 |
| 30086 - Engineering Technician VI                              | 36.70 |
| 30090 - Environmental Technician                               | 25.60 |
| 30095 - Evidence Control Specialist                            | 27.13 |
| 30210 - Laboratory Technician                                  | 29.43 |
| 30221 - Latent Fingerprint Technician I                        | 30.20 |
| 30222 - Latent Fingerprint Technician II                       | 33.35 |
| 30240 - Mathematical Technician                                | 28.37 |
| 30361 - Paralegal/Legal Assistant I                            | 18.50 |
| 30362 - Paralegal/Legal Assistant II                           | 22.92 |
| 30363 - Paralegal/Legal Assistant III                          | 28.04 |
| 30364 - Paralegal/Legal Assistant IV                           | 33.93 |
| 30375 - Petroleum Supply Specialist                            | 33.19 |
| 30390 - Photo-Optics Technician                                | 28.37 |
| 30395 - Radiation Control Technician                           | 33.19 |
| 30461 - Technical Writer I                                     | 27.13 |

|   |               |
|---|---------------|
| 30462 - Technical Writer II   | 33.19         |
| 30463 - Technical Writer III  | 38.96         |
| 30491 - Unexploded Ordnance (UXO) Technician I                      | 23.85         |
| 30492 - Unexploded Ordnance (UXO) Technician II                     | 28.85         |
| 30493 - Unexploded Ordnance (UXO) Technician III                    | 34.58         |
| 30494 - Unexploded (UXO) Safety Escort                              | 24.54         |
| 30495 - Unexploded (UXO) Sweep Personnel                            | 24.54         |
| 30501 - Weather Forecaster I  | 30.20         |
| 30502 - Weather Forecaster II                                       | 36.55         |
| 30620 - Weather Observer, Combined Upper Air Or<br>Surface Programs | (see 2) 24.84 |
| 30621 - Weather Observer, Senior                                    | (see 2) 27.25 |
| 31000 - Transportation/Mobile Equipment Operation Occupations       |               |
| 31010 - Airplane Pilot  | 28.85         |
| 31020 - Bus Aide  | 11.19         |
| 31030 - Bus Driver  | 16.43         |
| 31043 - Driver Courier  | 11.28         |
| 31260 - Parking and Lot Attendant                                   | 10.79         |
| 31290 - Shuttle Bus Driver  | 12.41         |
| 31310 - Taxi Driver   | 10.29         |
| 31361 - Truckdriver, Light  | 12.41         |
| 31362 - Truckdriver, Medium   | 13.48         |
| 31363 - Truckdriver, Heavy  | 19.38         |
| 31364 - Truckdriver, Tractor-Trailer                                | 19.38         |
| 99000 - Miscellaneous Occupations                                   |               |
| 99020 - Cabin Safety Specialist                                     | 14.07         |
| 99030 - Cashier   | 9.21          |
| 99050 - Desk Clerk  | 9.41          |
| 99095 - Embalmer  | 27.04         |
| 99130 - Flight Follower   | 23.85         |
| 99251 - Laboratory Animal Caretaker I                               | 13.38         |
| 99252 - Laboratory Animal Caretaker II                              | 14.72         |
| 99260 - Marketing Analyst   | 29.96         |
| 99310 - Mortician   | 27.04         |
| 99410 - Pest Controller   | 17.63         |
| 99510 - Photofinishing Worker                                       | 12.53         |
| 99710 - Recycling Laborer   | 19.41         |
| 99711 - Recycling Specialist  | 23.86         |
| 99730 - Refuse Collector  | 17.30         |
| 99810 - Sales Clerk   | 11.19         |
| 99820 - School Crossing Guard                                       | 9.92          |
| 99830 - Survey Party Chief  | 24.53         |
| 99831 - Surveying Aide  | 13.96         |
| 99832 - Surveying Technician  | 18.31         |
| 99840 - Vending Machine Attendant                                   | 14.31         |
| 99841 - Vending Machine Repairer                                    | 18.04         |
| 99842 - Vending Machine Repairer Helper                             | 14.31         |

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or

stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

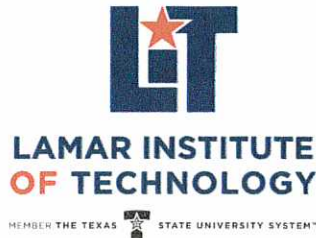
The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).





**MEMORANDUM OF UNDERSTANDING**  
**Partnership between**  
**Lamar Institute of Technology and**  
**Jefferson County Sheriff's Office**

**I. Memorandum of Understanding**

The purpose of this Memorandum of Understanding (MOU) is to establish a partnership between Lamar Institute of Technology (LIT) and the Jefferson County Sheriff's Office (JCSO) to conduct JCSO correction officer specialized training and JCSO peace officer specialized training at the JCSO training facility, the JCSO firing range, LIT campus, or alternate training sites.

**II. Statement of Services to be performed**

1. JCSO agrees to:

- a. provide a current schedule of classes to be conducted, including the class start date and completion date.
- b. provide qualified instructor(s) for each training course.
- c. submit, at the end of each course, the following forms to LIT's Workforce Education Office:
  - i. JCSO registration forms;
  - ii. JCSO sign in sheets;
  - iii. course syllabus, daily schedule, or TCOLE course explanation;
  - iv. final course attendance roster, signed by the course instructor.
- d. provide instructional aides for each student (handouts, manuals, etc.).

2. LIT agrees to:

- a. provide two (2) laptop computers and two (2) digital projectors for technical support for courses offered at the JCSO training facility;
- b. provide maintenance on loaned computers and projectors;
- c. provide the printing of the Basic Peace Officer certificates at the conclusion of the course;
- d. provide temporary parking to JCSO personnel, including instructors and student trainees for classes taught at LIT.

**III. Indemnification**

LIT will be held harmless against any and all claims originating out of training provided by JCSO or theft/damage of JCSO equipment while on the campus or designated training areas.

**Workforce Education Department**  
**P. O. Box 10043 • Beaumont, Texas 77710 • (409) 880-8114 • FAX (409) 839-2910**

A Member of The Texas State University System  
 Lamar Institute of Technology is an equal opportunity/affirmative action educational institution and employer consistent with the Assurance of Compliance with Title IX of the Education Amendments of 1972.

**IV. Terms of MOU**

- A. This MOU shall be in effect from the date of signature unless terminated under the provisions stated below.
- B. Either party may terminate this Agreement without cause, upon 30 days prior written notice to the other party. In the event of termination, all courses and activities in progress will be completed as agreed upon.
- C. This MOU may be modified or supplemented only by a written document signed by the duly authorized representatives of the parties hereto.
- D. This MOU contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no effect.

**V. Parties to the MOU and Points of Contacts:**

Captain Randy Riley, Director  
 Jefferson County Sheriff's Office  
 Training Academy  
 5030 Highway 69 South, Suite 200  
 Beaumont, Texas 77705

Patrick Calhoun, Executive Director  
 Lamar Institute of Technology  
 Workforce Education  
 P.O. Box 10043  
 Beaumont, Texas 77710

\_\_\_\_\_  
 Dr. Lonnie L. Howard Date  
 President, Lamar Institute of Technology

  
 \_\_\_\_\_  
 Zena Stephens Date  
 Sheriff, Jefferson County Sheriff's Department





# Resolution

STATE OF TEXAS

COUNTY OF JEFFERSON

§  
§  
§

COMMISSIONERS COURT

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 5th day of February, 2018, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

**WHEREAS, CHRISTOPHER W. BERRY**, has devoted 25 years of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, CHRISTOPHER W. BERRY**, has dedicated his talents and pledged his services as a Corrections Officer at the Jefferson County Correctional Facility for the Jefferson County Sheriff's Office; and

**WHEREAS, CHRISTOPHER W. BERRY**, has pledged his services as a Peace Officer, making an outstanding contribution to law enforcement and the quality of criminal justice in Jefferson County, as a Peace Officer in the Patrol Division, in the Criminal Investigations Division, as a Bailiff in the courtroom for the Drug Impact Court and as Courthouse Security Officer, responsible for all security aspects of the courthouse, including ensuring that the judges, judicial staff, county employees and general public visiting the courthouse are safe, of the Jefferson County Sheriff's Office; and


**WHEREAS**, through hard work and commitment to excellence, **CHRISTOPHER W. BERRY**, has earned the respect of his colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, **CHRISTOPHER W. BERRY**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **CHISTOPHER W. BERRY**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

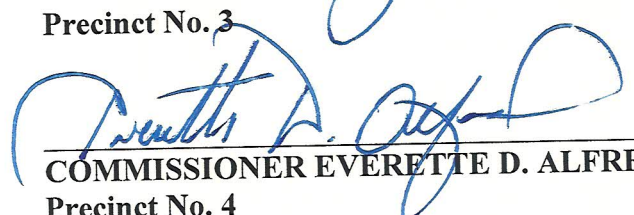
SIGNED this 5th day of February, 2018.

  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





# 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 5th day of February, 2018, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

**WHEREAS, *Kimberly R. Hadnot***, has devoted 29 years and 1 months of her life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, *Kimberly R. Hadnot***, has dedicated her talents and pledged her services in Inmate Visitation, Master Control, and Commissary as a Corrections Officer for the Jefferson County Sheriff's Office; and

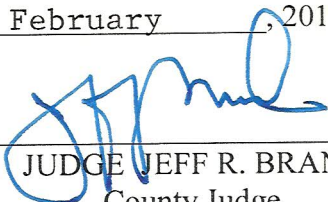
**WHEREAS, *Kimberly R. Hadnot***, has pledged her services as a Corrections Officer at the Correctional Facility for the Jefferson County Sheriff's Office; and

**WHEREAS**, through hard work and commitment to excellence, ***Kimberly R. Hadnot***, has earned the respect of her colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Kimberly R. Hadnot***, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend ***Kimberly R. Hadnot***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 5th day of February, 2018.

  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER BRENT WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



**Special, February 05, 2018**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, February 05, 2018