

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

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:

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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

Notice of Meeting and Agenda and Minutes
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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

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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 Fitz & 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

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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

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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

Notice of Meeting and Agenda and Minutes
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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

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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

Jeff R. Branick
County Judge

1FB 17-008/JW



Construction Contract Change Order

A505

Grant Recipient: JEFFERSON COUNTY, TEXAS Select: City County
 Contract No.: 7216231 Change Order No.: 2 Region: 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:	<u>3/4/2018</u>
Net change of previous Change Orders (days):	<u>0</u>
Increase/Decrease of this Change Order (days):	<u>21</u>
Change Order Contract End Date	<u>3/25/2018</u>

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"/>

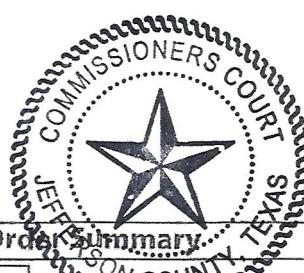
This form required as of September 1, 2016.

All previous versions no longer valid.

Grant Recipient: JEFFERSON COUNTY, TEXAS

Contract No.: 7216231

Change Order No.: 2



ATTEST
DATE

Paula L. Yane
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)

Authorized Signature

JANUARY 22, 2018
Date

Jeff R. Branick, Jefferson County Judge

Authorized Signatory's Name and Title

Engineer's Recommendation

Engineer's Signature

1/8/18

Date

William V. Larrain, P.E.

Engineer's Name

Contractor's Authorization

Contractor's Signature

2/3/18

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:

205,864.00

Approved Contract Time:

3/25/18

Notes:

Contract Specialist Signature

1/30/18

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, Weigh and store Existing Refrigerant in Recovery Cylinder , 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:

Labor 8280.24

Parts 7537.24

Total \$15,817.24 Tax is not included

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 19th 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 2nd.

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
www.fordpark.com
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

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 19th 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 2nd.

Danny Broussard

Director of Operations
Ford Park Entertainment Complex
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o 409-951-5425
m 409-273-9765
Danny_Broussard@comcastspectacor.com
www.fordpark.com
www.SpectraExperiences.com



EXHIBIT C.3
LETTER OF PARTICIPATION FORM



**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 <u>ONE</u> 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: Jeff Branick
 Title: County Judge
 Date: 02/05/2015

**CARDINAL HEALTH 110, LLC
 CARDINAL HEALTH 411, INC.**

By: Joel S. McTopy

Name: Joel S. McTopy

Title: VP, Enterprise Contracting

Date: 1/25/2018

RECEIVED BY: VIZIENT SUPPLY, LLC

By: _____

Name: _____

Title: _____

Date: _____

ATTEST
 DATE

Carly L. Hardy
2/5/18



Submitted By: _____

Phone No.: _____

Member ID No.: _____

Date: _____

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

PHARMACY DISTRIBUTION - LETTER OF PARTICIPATION

ATTACHMENT 1

LIST OF MEMBER FACILITIES

Vizient Member ID	Facility Name	Address, City, State, ZIP Code	Number of Scheduled Deliveries per Week
2798229	North Jefferson County	1295 Pearly Street Beaumont, TX 77701	3



PROF 18-003 /JW 25

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

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 costs 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

A handwritten signature in black ink that appears to read 'John Concienne'.

John Concienne, 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: jconcienne@lja.com

By: _____

Name: Jeff R. Branick

Title: Jefferson County Judge

Date: February 5, 2018



2929 Briarpark Drive, Suite 600, Houston, Texas 77042
 t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386 TBPLS 10110501

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.

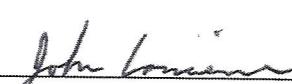
The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read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

APPROVED FOR "CLIENT"
 [JEFFERSON COUNTY]

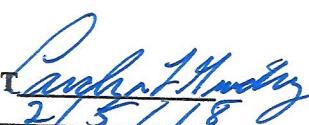
By: 
 Printed Name: Jeff R. Branick
 Title: Jefferson County Judge
 Effective Date: February 5, 2018

Attachments:
 A – Standard Terms and Conditions
 B – Standard Rate Schedule

APPROVED FOR "LJA"
 LJA ENGINEERING, INC.

By: 
 Printed Name: John Concienne, CPESC
 Title: Sr. Environmental Project Manager



ATTEST 
 DATE 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.



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 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 (2018)
Pesticide Discharge Management Plan Map & Inventory	
Update Map and Pesticide Inventory	
Record Maintenance/Data Entry	\$3,400.00
Pesticide Discharge Management Plan Updates	
PDMP Compliance Review	
Annual Update to Integrated Pest Management	\$9,000.00
Record Maintenance/Data Entry	
Additional Services	
Site Specific Employee Training	
Audit and Plan Update	\$14,000.00
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

Fitz & Shipman

INC.

PROF 18-004 / DC

Ronald D. Fitz, 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:

Fitz & 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,

FITTZ & 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

**Fitz & 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
Fittz & Shipman, Inc., 1405 Cornerstone Court, Beaumont, Texas 77706 ("Owner") and
 ("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: Jeff R. Branick

Print name: Jeff R. Branick
Title: Jefferson County Judge
Date Signed: February 5, 2018

Engineer: Fittz & Shipman, Inc.

By: Billy J. Smith, Jr.

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@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

Carlynn L. Hunter



NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE
DAWN DONUTS310.10
45.50442805
442916

355.60**

ROAD & BRIDGE PCT.#1

SPIDLE & SPIDLE
M&D SUPPLY
METAL-MART
MUNRO'S
SMART'S TRUCK & TRAILER, INC.
TEJAS MFG & RV SUPERSTORE, INC.
HERRERA'S EMERGENCY LIGHTING
DE LAGE LANDEN PUBLIC FINANCE
ADVANCE AUTO PARTS
GULF COAST2,015.54
24.01
36.29
28.65
73.86
399.00
830.50
70.00
61.11
2,703.26442720
442762
442767
442770
442787
442801
442845
442881
442896
442923

6,242.22**

ROAD & BRIDGE PCT.#2

CITY OF NEDERLAND
EASTEX RUBBER & GASKET
ENTERGY
MUNRO'S
RITTER @ HOME
SETZER HARDWARE, INC.
SMART'S TRUCK & TRAILER, INC.
SUPERIOR SUPPLY & STEEL
PATHMARK TRAFFICE PRODUCTS OF TEXAS
BUMPER TO BUMPER
ACT PIPE AND SUPPLY
DE LAGE LANDEN PUBLIC FINANCE
MEMBER'S BUILDING MAINTENANCE LLC
GULF COAST38.87
20.00
161.56
20.00
86.36
31.91
104.06
54.00
1,011.46
143.41
49.95
90.00
149.50
1,174.86442734
442741
442750
442770
442779
442784
442787
442819
442844
442850
442866
442881
442900
442923

3,135.94**

ROAD & BRIDGE PCT. # 3

A&A EQUIPMENT
SPIDLE & SPIDLE
AUDILET TRACTOR SALES
FARM & HOME SUPPLY
GULF COAST AUTOMOTIVE, INC.
ENTERGY
MUNRO'S
AT&T
MATHESON TRI-GAS
SUPERIOR SUPPLY & STEEL
TEXAS GAS SERVICE
DE LAGE LANDEN PUBLIC FINANCE
MEMBER'S BUILDING MAINTENANCE LLC
A-1 MAIDA FENCE COMPANY
CINTAS CORPORATION73.39
3,308.55
96.00
108.93
19.17
80.22
23.40
73.45
176.17
294.80
257.70
140.00
37.00
100.00
167.00442717
442720
442724
442744
442748
442750
442770
442792
442806
442819
442843
442881
442900
442910
442921

4,955.78**

ROAD & BRIDGE PCT.#4

CITY OF BEAUMONT - WATER DEPT.
ENTERGY
M&D SUPPLY
MUNRO'S
POSTMASTER
SANITARY SUPPLY, INC.
SMART'S TRUCK & TRAILER, INC.
UNITED STATES POSTAL SERVICE
GALETON
DE LAGE LANDEN PUBLIC FINANCE
ON TIME TIRE
SAM'S CLUB DIRECT
SOUTHEAST TEXAS PARTS AND EQUIPMENT
MARTIN MARIEETA MATERIALS
GULF COAST19.60
1,542.66
53.21
209.62
196.00
185.25
513.95
.47
160.13
229.79
140.98
79.84
82.03
604.80
261.25442732
442750
442762
442770
442777
442781
442787
442827
442865
442881
442889
442892
442902
442915
442923

3,959.32**

ENGINEERING FUND

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

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			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	2.45 70.00	442827 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			
LAIRON 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	
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	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	70.00	442881	724.88*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	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	
KOMMERCIAL 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	

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	
			42,024.39*
JUVENILE PROBATION DEPT.			
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	
			970.37*
JUVENILE DETENTION HOME			
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	
AI FILTER SERVICE COMPANY	183.79	442884	
KELLILYN WORLEY	150.00	442909	
VACUUM CITY & UNIQUE GIFTS	25.00	442940	
			4,242.57*
CONSTABLE PCT 1			
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	
			845.50*
CONSTABLE-PCT 2			
OFFICE DEPOT	45.94	442773	
VERIZON WIRELESS	113.97	442823	
			159.91*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	442823	
DE LAGE LANDEN PUBLIC FINANCE	70.00	442881	
			183.97*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	442823	
UNITED STATES POSTAL SERVICE	36.53	442827	
DE LAGE LANDEN PUBLIC FINANCE	70.00	442881	
			220.50*
CONSTABLE PCT. 7			
VERIZON WIRELESS	113.97	442823	
			113.97*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	442823	
DE LAGE LANDEN PUBLIC FINANCE	322.93	442881	
			436.90*
AGRICULTURE EXTENSION SVC			
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	
			502.59*
HEALTH AND WELFARE NO. 1			
NSO - NURSES SERVICE ORGANIZATION	109.00	442718	

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	

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	
SILSBEY 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	
VETERANS SERVICE			22,807.52*
UNITED STATES POSTAL SERVICE	4.31	442827	
HILARY GUEST	100.17	442842	
DE LAGE LANDEN PUBLIC FINANCE	240.00	442881	
MOSQUITO CONTROL FUND			344.48*
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	
FAMILY GROUP CONFERENCING			750.75**
DE LAGE LANDEN PUBLIC FINANCE	70.00	442881	
SECURITY FEE FUND			70.00**
CDW COMPUTER CENTERS, INC.	94.99	442815	
LAW LIBRARY FUND			94.99**
DE LAGE LANDEN PUBLIC FINANCE	70.00	442881	
THOMSON REUTERS-WEST	285.84	442898	
JUVENILE PROB & DET. FUND			355.84**
VERIZON WIRELESS	31.37	442823	
MILLENIUM PRODUCTS INC	118,527.00	442875	
GRANT A STATE AID			118,558.37**
BI INCORPORATED	645.42	442818	
HAYS COUNTY JUVENILE CENTER	107.00	442859	
YOUTH ADVOCATE PROGRAM	12,920.80	442861	
TJJD	75.00	442886	
COMMUNITY SUPERVISION FND			13,748.22**

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	
JEFF. CO. WOMEN'S CENTER			1,567.65**
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	
SYSKO 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 TERMITIC & 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	
COMMUNITY CORRECTIONS PRG			7,869.31**
DE LAGE LANDEN PUBLIC FINANCE	90.00	442881	
DRUG DIVERSION PROGRAM			90.00**
CJAD CONFERENCE FUND	200.00	442730	
OFFICE DEPOT	317.86	442773	
DE LAGE LANDEN PUBLIC FINANCE	80.00	442881	
COUNTY CLERK - RECORD MGT			597.86**
MANATRON	11,106.62	442860	
DRUG INTERVENTION COURT			11,106.62**
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	1,620.00	442755	
DEPUTY SHERIFF EDUCATION			1,620.00**
CASH ADVANCE ACCOUNT	494.80	442756	
HOMICIDE INVESTIGATORS OF TEXAS INC	150.00	442830	
J.P. COURTROOM TECH. FUND			644.80**
VERIZON WIRELESS	228.06	442823	
HOTEL OCCUPANCY TAX FUND			228.06**
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	
DISTRICT CLK RECORDS MGMT			5,020.84**
DE LAGE LANDEN PUBLIC FINANCE	140.00	442881	
CAPITAL PROJECTS FUND			140.00**
LJA ENGINEERING INC	310.00	442890	
AIRPORT FUND			310.00**

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	
MARINE DIVISION			266.05**
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 Shauberger
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

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

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

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

<i>Healthcare</i>	Total Price This Proposal	\$	10,320.00
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Infrastructure **Exclusions:**

Unforeseen items beyond specified scope listed above, liquidated damages.

Corporate

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

MEMO

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

FROM: Commissioner Everette 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 Everette "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 ,

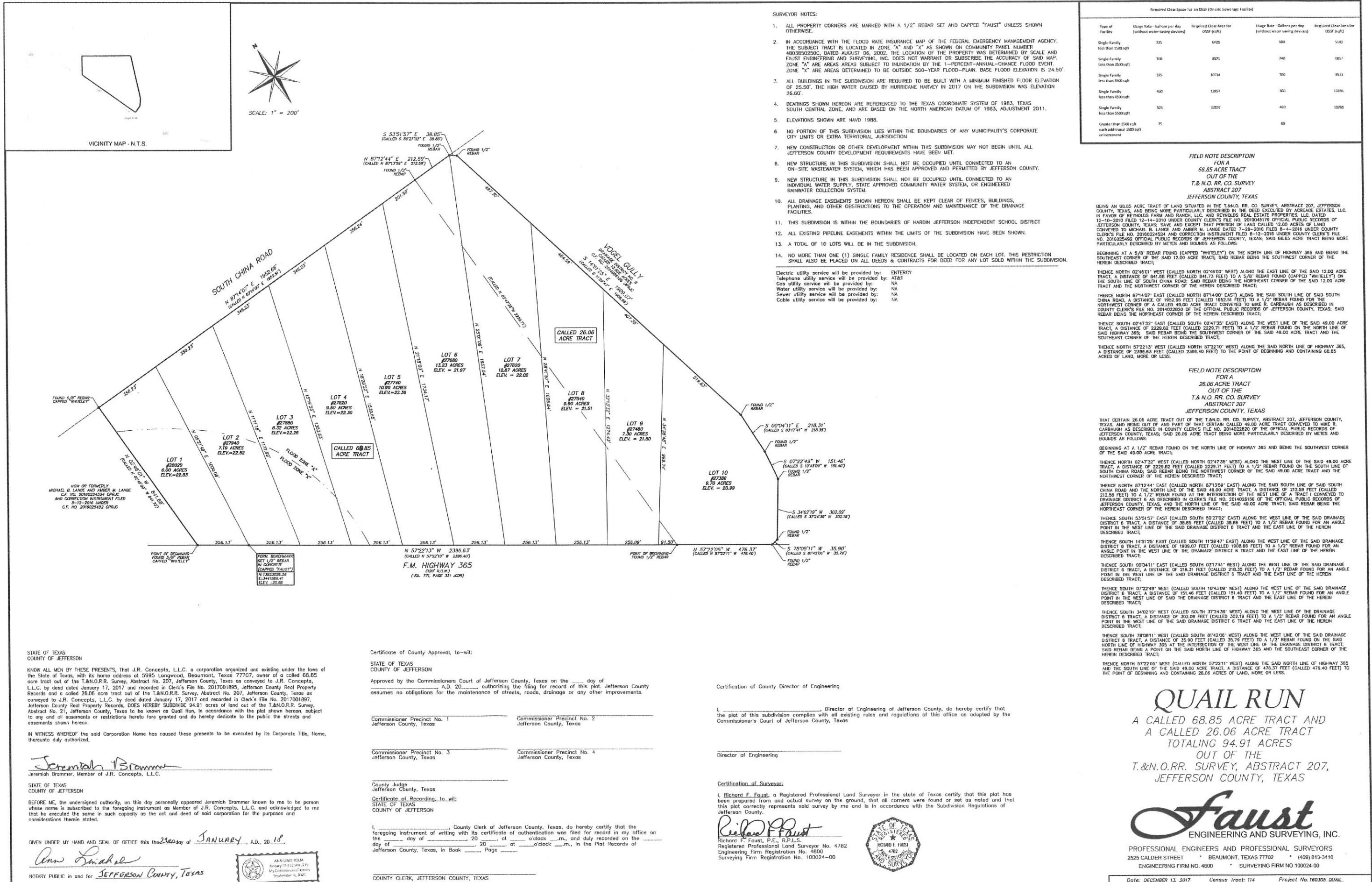
Attached is a PDF of Quail Run Subdivision, (a called 68.85 acre tract and a called 26.06 acre tract totaling 94.91 acres out of the T.&N.O. RR. Survey, Abstract 207) located off of F.M. Highway 365 in Precinct #4. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, February 5th, 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





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

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

Sincerely,

Cheryl Williams,
Executive Director

P. O. BOX 3208, BEAUMONT, TX 77704
OFFICE: 409-832-6530 • FAX: 409-832-4324
crisiscenterofsoutheasttexasinc@gmail.com

24 HOUR HOTLINES: 1-800-7-WE-CARE • 409-835-3355

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

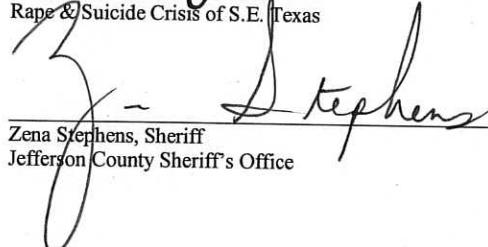
- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Notify **Rape & Suicide Crisis of Southeast Texas, Inc.** that a survivor is being transported/has arrived;
- If a child survivor has a court appointed special advocate Medical Center of Southeast Texas agrees to 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


Zena Stephens, Sheriff
Jefferson County Sheriff's Office

12/11/17 Date

12/12/17 Date

U. S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

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

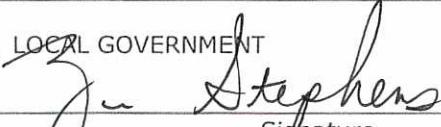
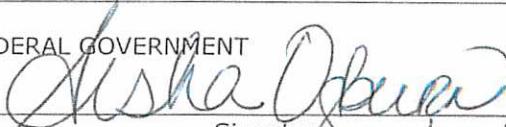
Modification 8 effective date April 1, 2015 should be Modification 1.
Modification 9 effective date April 1, 2015 should be Modification 2.
Modification 10 effective date April 1, 2015 should be Modification 3.
Modification 11 effective date April 1, 2016 should be Modification 4.
Modification 12 effective 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. <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 |
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13. APPROVALS

A. LOCAL GOVERNMENT  Signature Sheriff Jefferson County TITLE 1/23/18 DATE	B. FEDERAL GOVERNMENT  Signature Grants Specialist TITLE 12/2/2017 DATE
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**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

1. Agreement No. 78-01-0077	2. Effective Date 2-1-2018	3. Facility Code(s) 6DH	4. Modification No. 9	5. DUNS No. 010-807-535
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 3000 Washington, DC 20530-0001		7. Local Government Jefferson County Jail 1001 Pearl Street Beaumont, Texas 77701		
8. Appropriation Data 15X1020		9. Per-Diem Rate \$74.40	10. Guard/Transportation Hourly Rate \$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 incorporate Department of Labor Wage Determination 2015-5217 Revision 5, dated 8/9/2017 into the current Intergovernmental Agreement.

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

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

- | | |
|--|--|
| 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 |
|--|--|

13. APPROVALS

A. LOCAL GOVERNMENT

Signature

TITLE

DATE

B. FEDERAL GOVERNMENT

Signature

Grants Specialist

TITLE

DATE

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
 |
 | Wage Determination No.: 2015-5217
 Daniel W. Simms Division of | Revision No.: 5
 Director Wage Determinations | 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.

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	23.34
Administrator	
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

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 Conditioning 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	

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 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

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.

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:

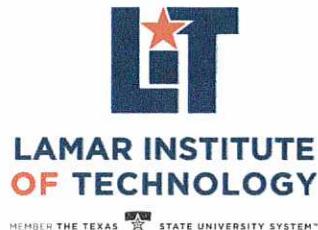
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide 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
President, Lamar Institute of Technology

3 Zena Stephens 1/24/18
Zena Stephens Date
Sheriff, Jefferson County Sheriff's Department



Resolution

STATE OF TEXAS

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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, **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 **CHRISTOPHER 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.

A blue ink signature of Judge Jeff R. Branick.

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

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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

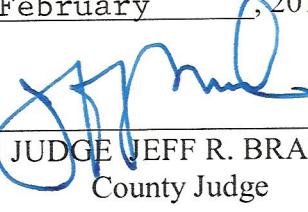
WHEREAS, *Kimberly R. Hadnot*, has pledged her services as a Corrections Officer at the Correctional Facility for the Jefferson County Sheriff's Office; and

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.

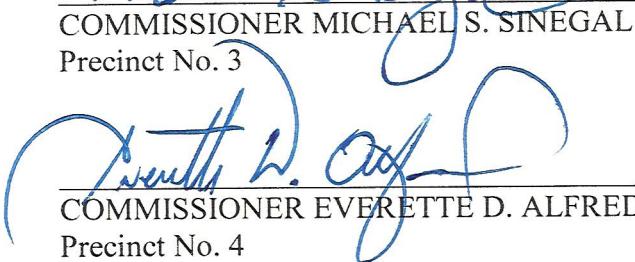

JUDGE JEFF R. BRANICK
County Judge




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