

*Notice of Meeting and Agenda and Minutes
October 05, 2021*

SPECIAL, 10/5/2021 10:30:00 AM

BE IT REMEMBERED that on October 05, 2021, 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 Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Theresa Goodness , County Clerk

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

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Jeff R. Branick, County Judge
Vernon Pierce, Commissioner, Precinct One
Darrell Bush, 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**
October 05, 2021

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **05th day of October 2021** 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:

9:30 A.M. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending litigation.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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**PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner,
Precinct Four**

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PURCHASING:

1. Consider and approve award, execute, receive and file contract for Request for Statements of Qualification (RFQ 21-005/JW), Professional Engineering Services for Mesquite Point Public Boat Ramp Project for Jefferson County with Freese and Nichols, Inc. in the amount of \$191,662.00. This project will be funded by a grant from the Texas Parks and Wildlife Department (TPWD) (Contract No. CA-0000997) and Capital Project Funds.

SEE ATTACHMENTS ON PAGES 12 - 102

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 21-046/YS), Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms with Burgoon Company, Galls, LLC, and TND Workwear Co., LLC as shown on Attachment A. The award for item #14 will be decided by a drawing of lots in a manner prescribed by the County Judge, Jeff Branick.

Galls LLC drawn by lots

SEE ATTACHMENTS ON PAGES 103 - 116

Motion by: Commissioner Bush

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider and approve, execute, receive and file an Agreement (Agreement 21-060/DC) with Fifth Asset, Inc. d/b/a DebtBook for a software annual subscription in the amount of \$7,500.00 and an implementation charge of \$2,250.00 for the Jefferson Auditing Department beginning 10/01/2021 and ending 10/01/2024.

SEE ATTACHMENTS ON PAGES 117 - 127

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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4. Consider and approve, execute, receive and file an annual SaaS fee for Tyler Technologies Odyssey as follows: 1) Odyssey eNotices for \$10,000/yr and 2) Odyssey Financial Manager – Full for \$17,630/yr. 3) Onetime cost of \$60 for each credit card machine payable to Tyler for the initial “Tyler Debit Key Injection” for 42 card readers in the total amount of \$2,520.00 and agree to a \$20 chargeback fee per chargeback transaction payable to Tyler. The convenience fee is 2.39% per transaction charged to the customer. Original agreement approved on October 22, 2019. This is in accordance with the Sourcewell Contract ID#110515-TTI

SEE ATTACHMENTS ON PAGES 128 - 129

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

5. Consider and approve, execute, receive and file a 20/40 Services Agreement (Agreement 21-061/DC) with function 4 for a flat rate maintenance agreement with Jefferson County Commissioner Precinct #4 as shown on Attachment B.

SEE ATTACHMENTS ON PAGES 130 - 131

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

6. Consider and approve, execute, receive and file a 20/40 Services Agreement (Agreement 21-062/DC) with function 4 for a flat rate maintenance agreement with the Jefferson County District Attorney's Office as shown on Attachment C.

SEE ATTACHMENTS ON PAGES 132 - 134

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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7. Consider and approve, execute, receive and file an Agreement (Agreement 21-063/DC) with function 4 for hardware with the Jefferson County Clerk's Office as shown on Attachment D.

SEE ATTACHMENTS ON PAGES 135 - 138

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Consider and approve, execute, receive and file a 20/40 Services Agreement (Agreement 21-064/DC) with function 4 for a flat rate maintenance agreement with the Jefferson County Clerk's Office as shown on Attachment E.

SEE ATTACHMENTS ON PAGES 139 - 140

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

9. Consider and approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 141 - 144

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

10. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 145 - 152

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

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COUNTY AUDITOR:

11. Consider and approve FY 2022 budget amendment - Port Arthur Maintenance - elevator repairs.

120-6084-416-6014	BUILDINGS AND STRUCTURES	\$46,343.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$46,343.00

SEE ATTACHMENTS ON PAGES 153 - 157

Motion by: Commissioner Bush
Second by: Commissioner Pierce
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

12. Consider and approve FY 2022 budget amendment - Constable Pct.2 - replacement vehicle.

120-3066-425-6007	AUTOMOBILES	\$36,186.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$36,186.00

SEE ATTACHMENTS ON PAGES 158 - 161

Motion by: Commissioner Bush
Second by: Commissioner Pierce
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

13. Receive & file renewal of Title IV-E Child Welfare and Legal Services Contracts with the Texas Department of Family and Protective Services. Renewal dates are 10/01/2021 to 09/30/2022.

SEE ATTACHMENTS ON PAGES 162 - 197

Motion by: Commissioner Bush
Second by: Commissioner Pierce
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

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14. Consider and approve directing that all money that otherwise would be deposited in a salary fund shall be deposited in the general fund of the county in accordance with Local Government Code section 154.007

Motion by: Commissioner Bush

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

15. Regular County Bills – check #487357 through check #487598.

SEE ATTACHMENTS ON PAGES 198 - 206

Motion by: Commissioner Bush

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

16. Consider and possibly approve 2022 County Holidays.

SEE ATTACHMENTS ON PAGES 207 - 207

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

17. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for fall 2021 Grant Requests. Please see attached list:

SEE ATTACHMENTS ON PAGES 208 - 209

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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18. Receive and file Statement of Officer and Oath of Office for Doug Saunders Commissioner to the JCESD No.3.

SEE ATTACHMENTS ON PAGES 210 - 211

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

19. Consider and possibly approve a Proclamation for 2021 National 4-H Week.

SEE ATTACHMENTS ON PAGES 212 - 212

Motion by: Commissioner Alfred
Second by: Commissioner Bush
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

20. Receive and file executed Amended Agreement for professional services between Tim Richardson and Jefferson County for the period of October 1, 2021- September 30, 2022.

SEE ATTACHMENTS ON PAGES 213 - 223

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

21. Consider, possibly approve, authorize the County Judge to execute, receive and file Amendment #2 to the Inter-local Cooperation Contract between Jefferson County and Spindletop Center for the Mental Health Liaison Program.

SEE ATTACHMENTS ON PAGES 224 - 242

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

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HISTORICAL COMMISSION:

22. Consider and possibly approve accepting a donation from Raymond L. Beets, FAIA, of a number of original pencil hand drawings of the ornamental exterior and interior stone and metalwork, as well as original floor plans and building elevations of the historic 1931 courthouse and the Sub-Courthouse made by Fred Stone and his architectural firm. The donation also includes miscellaneous specification documents for furnishings placed in these historic buildings.

SEE ATTACHMENTS ON PAGES 243 - 248

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

SHERIFF'S DEPARTMENT:

23. Consider and approve out of state travel for Captain Bruce Minter to attend the 40th National Peace Officers' Memorial Service honoring fallen Officer Dudley Champ in Washington DC October 13-17, 2021. He will be serving as the Jefferson County Sheriff's Office Escort Officer for the Champ family in the National Peace Officers' Memorial Service. This is a special opportunity to honor Officer Dudley Champ's ultimate sacrifice in the line of duty.

SEE ATTACHMENTS ON PAGES 249 - 254

Motion by: Commissioner Bush

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Other Business:

Receive reports from Elected Officials and staff on matters of community interest without taking action.

*****DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT TAKING ACTION.**

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Jeff R. Branick
County Judge

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This Agreement is entered into by Jefferson County, Texas, hereinafter called "County" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, County agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Mesquite Point Boat Ramp & Jetties.

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in **Attachment SC – Scope of Services and Responsibilities of County** which is attached to and made a part of this Agreement.

III. **COMPENSATION:** County agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of One Hundred Ninety-One Thousand Six Hundred Sixty-Two Dollars, \$191,662.

If FNI's services are delayed or suspended by County, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as **Attachment TC – Terms and Conditions of Agreement** shall govern the relationship between the County and FNI.

V. **REFERENCE CONTRACT DOCUMENTS (as shown in ATTACHMENT A):**

The following shall be considered components of this contract document:

- a. County's Request for Statements of Qualification (RFQ 21-005/JW) Document in its entirety
- b. FNI's RFQ Response to the County's Request for Statements of Qualification (RFQ 21-005/JW)
- c. FNI's Certificate of Insurance for this project
- d. FNI's Completed FORM 1295

FNI's Response to the County's Request for Statements of Qualification (RFQ 21-005/JW), the County's Request for Statements of Qualification (RFQ Document in its entirety, FNI's response shall be considered part of this contract document. FNI's response is valid through December 31, 2021.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than County and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of County and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between County and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

DocuSigned by:

By: Robert Chambers

Rob CF28281CDDCB4A6...

Vice President

Date: 9/28/2021

ATTEST: SPK

DocuSigned by:

94180D257767466...

Jefferson County, Texas

By: JR Branick

Jeff R. Branick, Jefferson County Judge

Print Name and Title

Date: October 5, 2021

ATTEST: J. Brad

, County Clerk



ATTACHMENT SC**SCOPE OF SERVICES AND RESPONSIBILITIES OF COUNTY****PROJECT UNDERSTANDING**

Professional Engineering Services will be provided to Jefferson County (County) for a project to remove and replace the Mesquite Point Public Boat Ramp on the south side of Hwy 82. Project features will include the removal of existing finger piers and boat ramp materials and the construction of new finger piers and ramps. New Finger piers and ramps are to be designed and constructed further inland to provide protection from tidal and wave action during boat launching. Additionally, the project includes the construction of two 80-foot protective stone jetties on the north side of the north ramp and south side of the south ramp.

FNI's Engineering scope of services include:

- Environmental assessments for Letter of Permission permit application, as necessary
- Compiling information and permit documents for Corps of Engineers, State, and Local entities
- Providing topographic surveys including bathymetric surveys, as necessary
- Engineering studies regarding wave and scour analyses for the ramp and jetty designs, as necessary
- Development of the construction project Scope of Work
- Development of design plans and specifications
- Development of the draft and final Construction Budgets
- Preparation of the bid package
- Development of materials for and attendance of Pre-bid and Pre-construction meetings
- Performance of geotechnical investigations and report, as necessary for design;
- Coordination of Engineer's subconsultants including, but not limited to: Engineering and environmental professionals, geotechnical professionals, and surveyors.
- Maintaining correspondence and communications with the County during design and bidding.
- Providing construction management support to the County, including but not limited to: Review of construction submittals, review of contractors monthly pay requests, compilation of change order/field orders and development of project close out documents, i.e. development of punch list and review and submittal of final pay request;
- Performing Construction inspections/site visits as necessary for general progress reviews, in response to construction issues, in support of monthly pay requests and for final walk through for development of punch list.
- Attend County Commissioner's Court meetings, as necessary

Engineering & Design phase services along with Letter of Permission shall be completed within six (6) months from Notice to Proceed (NTP).

The County will be responsible for:

- Performing day to day routine construction inspections, serving as the Construction Representative and maintaining contact with FNI regarding construction questions/clarifications
- Providing weekly construction progress photos to FNI, or more frequently, as necessary.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. **PRELIMINARY PHASE:** FNI shall provide professional services in this phase as follows:

1. Study and Report Phase
 - a. Advise County as to the necessity of County's providing or obtaining data or services from others, other than those already provided for in the FNI cost estimate, i.e. surveying and geotechnical services, and assist County in connection with any such services.
 - b. Provide analyses of County's requirements for the Project, including planning, surveys, site evaluations and comparative studies of prospective sites and solutions.
 - c. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and some alternative solutions available to County and setting forth FNI's findings and recommendations with opinions of probable construction costs for the Project, which includes estimates of contingencies and allowances for charges of professionals and consultants. Estimates of the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges will be provided by County or others so designated by County. In arriving at its opinion of probable construction cost for the Project, FNI will include the estimates furnished by County and will have no responsibility to determine the accuracy or validity of these estimates. The alternate solutions shall be limited to not more than two (2).
 - d. Engineering services will include hydraulic studies to ascertain the design requirements for the jetty structures.
 - e. Furnish three (3) printed copies and one (1) electronic copy (.pdf format) of the Report and present and review it in person with County.

B. **DESIGN PHASE:** FNI shall provide professional services in this phase as follows:

1. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed (surveys, geotechnical investigations, and permitting support shall be furnished, as Special Services, pursuant to Article II).
2. Submit drawings, specifications, and Construction Contract Documents to the applicable federal, state and/or local agency(s) for approval, where required.
3. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.
4. Prepare revised opinion of probable construction cost.
5. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
6. Provide design submittals at 60% and draft/final 100% design milestones.
7. Furnish County three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by County, for each design submittal as described above. Upon final approval by County, FNI will provide County one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by County.

C. **BID OR NEGOTIATION PHASE:** Upon completion of the design services and approval of "Final" drawings and specifications by County, FNI shall provide professional services in this phase as follows:

- a. Assist County in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for County to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by County.
- b. Print Bid Documents and distribute to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders. Send three (3) copies of Bid Documents to agencies specified by County.
- c. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
- d. Assist County by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
- e. At County request, FNI will assist County in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by County. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
- f. Assist the County in conducting a pre-bid conference for the construction projects and coordinate responses with County. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
- g. Assist County in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the County and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide County with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.
- h. Furnish contractor a copy of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

D. **CONSTRUCTION MANAGEMENT ASSISTANCE:**

1. Provide construction management support to the County, including but not limited to:
 - a. Review of construction submittals
 - b. Review of contractor's monthly pay requests
 - c. Compilation of change order/field orders
 - d. Development of project close out documents (i.e., development of punch list and review and submittal of final pay request)
2. Perform construction inspections/site visits as necessary for general progress reviews:
 - a. In response to construction issues
 - b. In support of monthly pay requests
 - c. For final walk through for development of punch list

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. Perform **Bathymetric and Topographic Surveys** within the project limits in support of engineering designs to obtain elevations, with the following requirements:
 - a. A minimum of 4 control points will be set at the project location
 - b. Control coordinates will be based on the Texas Coordinate System of 1983 Texas South Central Zone (4204), NAD 83 (2011 adjustment Epoch 2010.00) Geoid 18 and NAVD 88 as determined by GPS observations.
 - c. A survey control map sheet will be provided in PDF format signed and sealed by a Texas RPLS.
 - d. Cross section of the survey area will be obtained at 100-foot intervals.
 - e. An existing condition 2-D planimetric topographic survey base map will be provided with text, line types, and feature blocks scaled to be plotted.
 - f. The topographic survey shall conform to TSPS Manual of Practice Category 6, Condition II.
 - g. A three-dimensional surface model or DTM will be created from a TIN which will be based on conventionally collected three-dimensional survey point data including cross sections and other relevant surface elevation points.
 - h. Right-of-way and boundary line determination; underground utility locations; and, SUE investigations are excluded from this scope of work.
2. Perform **Geotechnical Investigations and Analysis** within the project area in support of engineering designs, with the following requirements:
 - a. Explore the subsurface conditions within the project site by performing three (3) marine test borings to depths of 50-ft below existing mudline within the jetty and finger pier areas and one (1) landside test boring to a depth of 25-ft below grade within the ramp footprint.
 - b. Geotechnical drilling, sampling and grouting of the test borings will be performed in accordance with ASTM International standards.
 - c. Marine soil samples will be obtained on 3-ft intervals from existing mudline to a depth of 20-ft and at 5-ft depth intervals thereafter to the boring completion depths.
 - d. Upon drilling and sampling completion, the threaded steel casing will be removed and the boreholes will be abandoned in place.
 - e. Landside soil samples will be obtained continuously from existing ground surface to a depth of 12-ft, at 13-ft to 15-ft and at 5-ft depth intervals thereafter to the boring completion depth.
 - f. Upon drilling and sampling completion, the borehole will be backfilled with cement-bentonite grout.
 - g. Cuttings and fluids from the drilling and sampling operations will be spread at the ground surface adjacent to the landside test boring location.
 - h. Laboratory testing will be performed on selected soil samples in general accordance with ASTM International standards. The testing program could include index and classification properties such as moisture content, Atterberg limits, grain size distribution, unit weight. Undrained soil shear

strength properties will be derived from unconfined compression (UC) and/or unconsolidated-undrained (UU) triaxial tests.

- i. Drained soil shear strength properties will be derived from consolidated-undrained (CU) triaxial tests.
- j. Engineering analysis will be conducted utilizing the information collected during our field program and laboratory testing services. Engineering analyses will be conducted to provide geotechnical recommendations needed for design and construction of the proposed project structures.

3. Prepare a Department of Army Permit application consistent with a Letter of Permission streamlined individual permit process and procedure necessary for implementation of the project.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within six (6) months from Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in County or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF COUNTY: County shall perform the following in a timely manner so as not to delay the services of FNI:

- A. County recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the County or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the County budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as County's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to County's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which County will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as County deems

appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as County may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as County may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as County may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- H. Attend the pre-bid conference, bid opening, preconstruction conferences, and other job-related meetings.
- I. Give prompt written notice to FNI whenever County observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- J. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- K. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and County designate the following representatives:

County's Designated Representative – Michelle Falgout, County Engineer, mfalgout@co.jefferson.tx.us, 409-835-8584

County's Accounting Representative –Patrick Swain, County Auditor, pswain@co.jefferson.tx.us , 409-835-8500

FNI's Designated Representative – Carl Sepulveda, PE, carl.sepulveda@freese.com, 281.884.9571

FNI's Accounting Representative – Erin Westbrook, CPA, erin.westbrook@freese.com, 817.735.7395

07-20

ATTACHMENT TC

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term County as used herein refers to Jefferson County, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **CHANGES:** County, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY COUNTY:** County will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by County. FNI shall disclose to County, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by County to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide County with certificates of insurance with the following minimum coverage:

Commercial General Liability Workers' Compensation
General Aggregate \$2,000,000 As required by Statute

Automobile Liability (Any Auto) Professional Liability
CSL \$1,000,000 \$3,000,000 Annual Aggregate
7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, County determines that any subcontractor for FNI is incompetent or undesirable, County will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and County.
8. **COUNTYSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of County upon payment of FNI's fees for Services. FNI may retain copies for record purposes. County agrees such documents are not intended or represented to be suitable for reuse by County or others. Any reuse by County or by those who obtained said documents from County without written verification or adaptation by FNI, will be at County's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to County, and FNI shall indemnify and hold harmless County from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

Page DS
 FNI RNC
 COUNTY SJS

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to County, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If County designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** County agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the County is named as an indemnified party.
13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to COUNTY and in acceptance of the Services as satisfactory by the County. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation. FNI may, after giving 7 days' written notice to County, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
15. **SUCCESSORS AND ASSIGNMENTS:** County and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of County and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Page *DS*
 FNI *RNG*
 COUNTY *[Signature]*

Neither County nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

Page 05
FNI RNC
COUNTY JB

JEFFERSON COUNTY, TEXAS**REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 21-005/JW)****Professional Engineering Services for Mesquite Point Public Boat Ramp Project for Jefferson County****ATTACHMENT A:**

- RFQ Response from Freese & Nichols, Inc.
- Certificate of Insurance, FORM 1295, and
Divestment Documentation
- Request for Statements of Qualifications Document



855 East Lavaca Street, Beaumont, Texas 77705 • 832-456-4700 • fax 817-735-7491

April 21, 2021

Deborah Clark, Purchasing Agent
 Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, TX 77701

RE: Professional Engineering Services for Mesquite Point Public Boat Ramp Project for Jefferson County,
 RFQ 21-005/JW

Dear Ms. Clark,

Freese and Nichols, Inc. (FNI) is grateful for the opportunity to submit this Statement of Qualifications (SOQ) to Jefferson County for the Mesquite Point Boat Ramp, RFQ 21-005/JW. We recognize the significance and importance of boat ramp infrastructure in coastal communities and would be honored to apply our expertise to this vital project. We have strategically assembled a team of specialists to address this RFQ, including DBE subconsultants who we work with routinely. Highlighted below are experiences we believe uniquely qualify us to assist you with the project:

- ***Regional Experience*** – The Sabine–Neches region and estuarine resources present specific design and planning challenges, many due to the coastal environment and tidal influence. We are familiar with this region through our work in assisting U.S. Army Corps of Engineers (USACE) on the Sabine to Galveston Coastal Storm Risk Management Project at Port Arthur and Orange, where we are developing the coastal hydraulics, wave barrier, levee, and floodwall designs for the hurricane risk reduction systems; and, through our key staff who supported the environmental planning for the Sabine–Neches Waterway (SNWW) Channel Improvement Project. Locally, FNI is assisting Jefferson County with roadway improvements, and we have been retained by Drainage District No. 6 to provide Environmental Services.
- ***Experience with Boat Ramps and Breakwaters*** – While we have a broad range of boat ramp and coastal rock structures experience, we would like to briefly highlight some of the more applicable projects. First, we are currently assisting Jackson County with improving a boat ramp and jetties facility within the Carancahua Bay coastal environment. Second, we have also designed and constructed a boat ramp facility for TPWD at the new Bois d'Arc Creek Reservoir. Third, we have designed boat ramps for the Sabine River Authority.
- ***Intertwined Relationship with USACE*** – This project will require authorizations from USACE since the actions would be regulated under Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act, and potentially also require a Section 408 Permission Request. FNI can navigate the regulatory requirements with USACE and other supporting state and federal agencies effectively because FNI has worked for and with USACE for many years on a wide range of projects, and much of our current regional experience involves working with USACE. FNI has a unique relationship with USACE where we view each other as an extension of our teams to execute project delivery and obtain regulatory authorizations.

We appreciate the opportunity to assist Jefferson County, and we look forward to your consideration of our team to provide Jefferson County professional services to implement the Mesquite Point project.

Respectfully,

Jeff Taylor
 Vice President and Principal-In-Charge
 jeff.taylor@freese.com
 713-600-6831

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Respondent's Certification**

I have carefully examined the Request for Statements of Qualifications, Scope of Services, Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my Statement of Qualifications will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

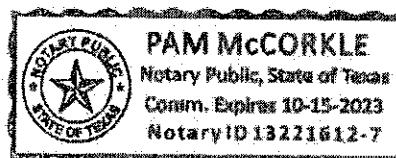
Freese and Nichols, Inc.NAME OF BUSINESSBY:
SIGNATURE

Jeff Taylor

NAME & TITLE, TYPED OR PRINTED855 East Lavaca Street
MAILING ADDRESSBeaumont, Texas 77705
CITY, STATE, ZIP CODE(832)456-4700
TELEPHONE NUMBER

Sworn to and subscribed before me
this 21 day of
April, 2021

PAM McCORKLE
Notary Public
State of Texas
My Commission Expires: 10/13/23

Respondent: Complete & Return this Form with Response.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

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

Freese and Nichols, Inc.

Firm (Entity Name)

855 East Lavaca Street

Street & Mailing Address

Beaumont, Texas 77705

City, State & Zip

832-456-4700

Telephone Number

jeff.taylor@freese.com

E-mail Address

Signature

Jeff Taylor

Print Name

April 21, 2021

Date Signed

817-735-7491

Fax Number

Respondent: Complete & Return this Form with Response.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



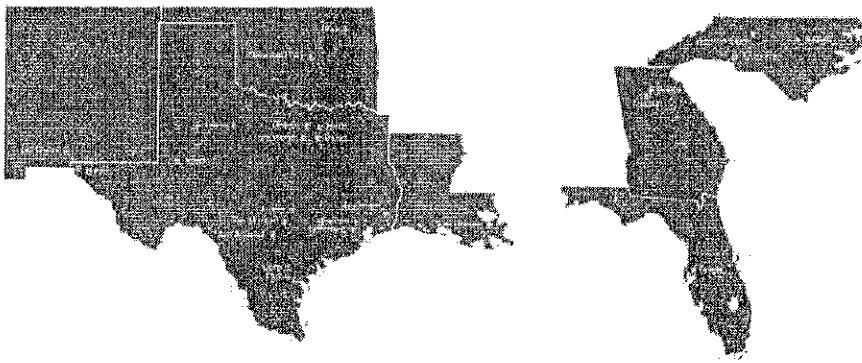
FIRM OVERVIEW

FNI plans, designs and manages infrastructure projects with a focus on innovative and sustainable solutions. Since its founding in 1894, FNI has put relationships first, fostering long-term, mutually beneficial associations with clients, teaming partners and staff. Organized regionally across seven states in the southern U.S., we know and serve our clients well by living and working in the communities in which we serve.

For more than 20 years, FNI has provided professional services to coastal clients, such as Texas General Land Office, USACE Galveston District, Port of Corpus Christi, Port Freeport, Port Houston, Port of Brownsville, TxDOT Maritime, Jackson County, City of Corpus Christi, and the Gulf Coast Water Authority.

FNI's 950+ employees work together to uphold the company's mission: **Innovative Approaches ... Practical Results ... Outstanding Service.** Our company culture is guided by a set of values that cultivates an environment of respect and ethical actions.

Across offices in Florida, Georgia, Louisiana, New Mexico, North Carolina, Oklahoma and Texas, our multidiscipline teams are integrally connected to provide seamless, professional consulting services. We help clients through all stages of the project life cycle: planning, design, program management, funding procurement, regulatory and environmental compliance, construction management, and operations and maintenance.



Our commitment to deliver projects for Jefferson County is exemplified by our recent opening of an FNI office on the campus of Lamar University in Beaumont, Texas. This commitment is associated with supporting an array of planning and design projects within Jefferson County ranging from developing revitalization plans for downtown Port Arthur to providing design support for the City of Beaumont's water treatment plant to designing hurricane protection levee and flood wall improvement segments for the USACE Galveston and Jefferson County Drainage District No. 7's Sabine Pass to Galveston Bay Coastal Storm Risk Management project at Port Arthur.

1. NAME OF FIRM

Freese and Nichols, Inc.

2. FIRM'S LOCAL ADDRESS

855 East Lavaca Street
Beaumont, Texas 77705
832-456-4700

3. FIRM'S CORPORATE OFFICE

801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
817-735-7300

4. NUMBER OF YEARS IN BUSINESS

127

Continuous Improvement is Key to Delivering Quality

For more than two decades, FNI has set a course focused on continuous improvement. It is a key tenet to delivering quality in all that we do. Continuous improvement requires methodical planning, measuring, analyzing and refining, resulting in a repeatable systematic approach. It instills accountability and transparency, encouraging self-improvement in the workplace.

Our commitment to quality and continuous improvement was validated when FNI became the first engineering/architecture firm to receive the Malcolm Baldrige National Quality Award, the highest level of recognition for performance excellence in the United States. The Baldrige experience still drives our commitment to delivering quality service today.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



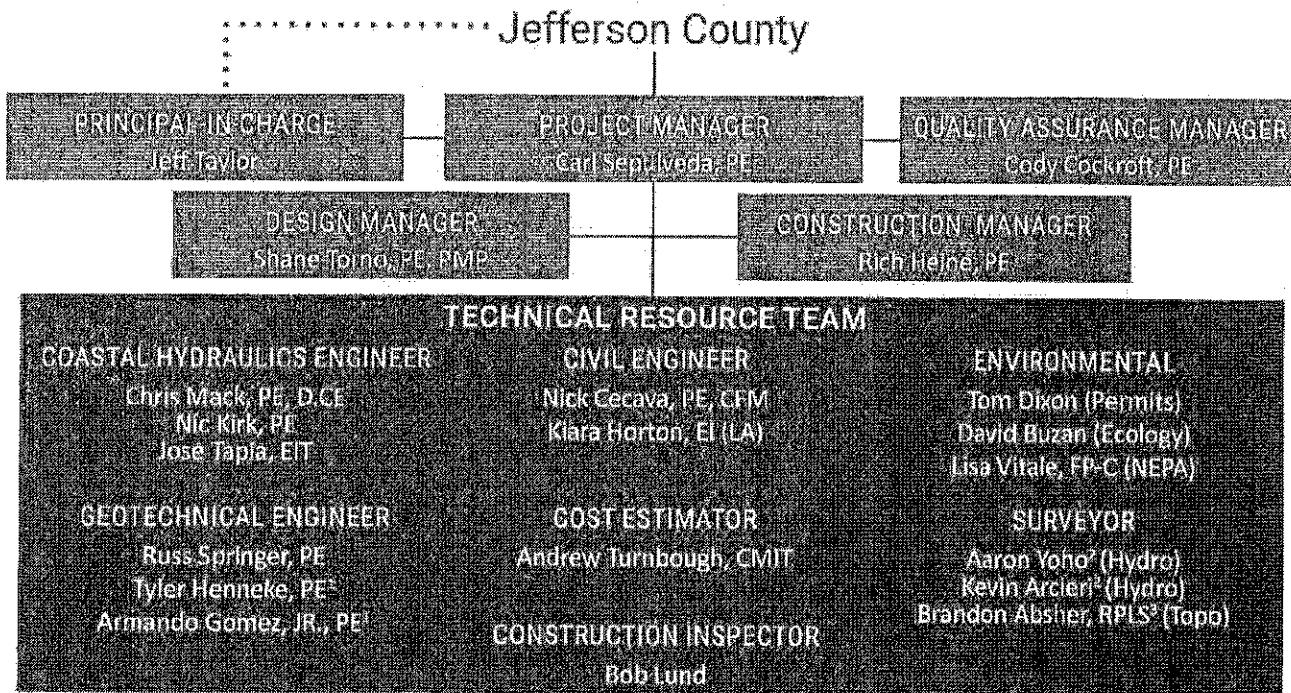
5. TEAM MEMBERS

FNI has assembled the right people, in the right place, and with the right availability to successfully execute the County's project. FNI's **Carl Sepulveda, PE**, will manage the project from our Beaumont office, and will maintain access to our more than 105 regional engineers and support staff and the resources of more than 950 professionals firm-wide. Each team member is available to begin the project immediately.

The FNI project team brings together decades of experience in a wide range of discipline backgrounds, including planning, environmental, engineering, and construction. We have found that the unique blend of our respective areas of specialization complement other members' capabilities and talents, resulting in a solid, well-rounded project that ultimately benefits the County.

Our team is further enhanced by our DBE partners **Tolunay-Wong Engineers**, who will support us on geotechnical investigations and who has a long and successful history with providing geotechnical engineering services within Jefferson; and, **CivilCorp** and **CRA** who will support us with topographic and hydrographic surveys, respectively.

6. TEAM'S ORGANIZATIONAL CHART



7. RESUMES

Full resumes of all personnel are located at the end of this SOQ.

8. CONTACT PERSON

Authorized to negotiate for and contractually bind the firm

Jeff Taylor
Vice President/Principal
855 East Lavaca St.
Beaumont, Texas 77705
832-456-4700 | jeff.taylor@freese.com

Responsible for addressing questions generated during the evaluation process

Carl Sepulveda, PE
Coastal & Navigation Practice
10497 Town and Country Way, Suite 500
Houston, Texas 77024
281-884-9571 | carl.sepulveda@freese.com

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



9. REPRESENTATIVE WORK

Schicke Point Living Shoreline Protection |

C.H. Johnson

Location: Palacios, Texas

Date of Completion: 2017

FNI designed and oversaw construction of a 3,200-ft living rock breakwater at Schicke Point within Matagorda Bay to protect against shoreline and marsh retreat. FNI designed Schicke Point's living breakwater to be colonized by oysters, which fuse the rocks together and grow vertically into the water as the sea level rises, emulating the growth of natural reefs. Using oysters and natural processes to strengthen and grow the breakwater structure allowed for constructing a longer structure and protect more marsh, within the limits of the project's budget.

Unique to this project was the construction of a low structure, designed to capture sediment between the shore and structure. Capturing this sediment enabled reestablishment of the marsh behind the breakwater, which provide multiple lines of defense to the shoreline from: 1) the rock breakwater, fused together and growing taller with oysters; and, 2) behind it, the extended marsh, designed to buffer waves that are higher than the breakwater. The USACE Coastal Modeling System (CMS) was used to numerically model the waves, current, water level, sediment transport, and morphology change for the project. The CMS model was used to evaluate the effects of proposed breakwater alternatives compared to existing conditions.

Construction Management At-Risk (CMAR) was used as the delivery method to allow for collaborative design with the construction contractor. This approach maximized construction cost-savings, ensured constructability and enhanced communication between the owner, engineer and contractor.

Additional professional services provided by FNI for this project included: 1) obtained USACE permission under a Nationwide Permit 27; 2) obtained the GLO Coastal Boundary Survey; 3) obtained a GLO submerged land lease; 4) secured construction bids; and, 5) oversaw construction of the living breakwater.

Recently, with grant writing assistance from FNI, the TPWD was awarded grants from USFWS and the Matagorda Bay Mitigation Trust to design and construct an additional 3,200-ft extension to the living breakwater.



Relevance to Mesquite Point

- ✓ Permits
- ✓ Surveys
- ✓ Engineering Studies and Design
- ✓ Plans and Specifications
- ✓ Cost Estimates
- ✓ Bid Packages
- ✓ Construction Management

Lake Nasworthy Improvements | City of San Angelo

Location: San Angelo, Texas

Date of Completion: Ongoing

FNI is designing a structural system and material for a new fishing pier. This includes preparing design documents for the fishing pier consisting of structural configuration, overall dimensions, members' size and material and connection details, specifications, and a cost opinion. FNI performed a site visit along with the City of San Angelo to inspect and evaluate six boat ramp sites and associated parking areas.

We are assessing the ramps, access, and surrounding parking and documenting existing condition and any needs as communicated by the City based on historical demand at each location. FNI Environmental Scientists are documenting existing conditions, identifying potential Waters of the U.S. (WOTUS), and potential habitat for federally listed threatened or endangered species. FNI performed a site visit along with the City of San Angelo to inspect and evaluate vegetated islands located in the middle of the lake, located as shown on the attached document primarily based on visual observations. FNI preparing recommendations for removal of vegetation, documenting environmental needs related to this work.

Relevance to Mesquite Point

- ✓ Permits
- ✓ Surveys
- ✓ Engineering Studies and Design
- ✓ Cost Estimates

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



**Sabine to Galveston Coastal
Storm Risk Management - Port
Arthur |
USACE Galveston District**

*Location: Port Arthur, Texas**Date of Completion: Ongoing*

As the managing partner of the FNI, COWI, & CDM Joint Venture (FCC), FNI is providing AE services to the USACE Galveston District and Jefferson County DD7 on the \$893 million Port Arthur segment of the S2G CSRM project. The S2G Port Arthur segment includes enhancing 27.8 miles existing hurricane protection features. The project is being designed to improve the region's preparation for natural disasters and fortify resilience against effects of climate change, sea-level rise, and extreme rainfall.

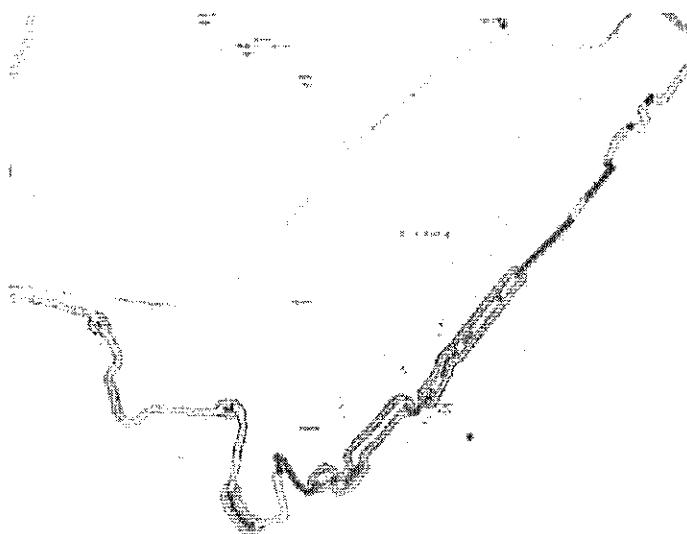
FNI is assisting USACE with designing the PAV03A segment that includes raising approximately 5.5 miles of levee and floodwall features, pump station fronting wall protection and vehicle closure structures. The FNI project delivery team is supported by multiple specialized small business subcontractors providing survey, geotechnical drilling and laboratory analysis, geotechnical engineering, Mill cost estimating, value engineering and structural design.

The project is being designed using USACE's S2G Design Criteria, Engineer Manuals, Engineer Circulars, Engineer Technical Letters, Hurricane and Storm Damage Risk Reduction System (HSDRRS) design guidelines. Overtopping and breach of levees are major probable failure modes accounted for in the designs. The geotechnical engineering design included performing global stability analysis, seepage analyses, and settlement calculations.

As an additional feature to reduce the risk of wave overtopping risk along the project's floodwall segments, FNI developed alternative design plans for raising the wave attenuation barrier on the northern portion of Pleasure Island, under soft foundation conditions.

FNI also calculated wave pressures against three floodwall segments for varying scenarios to aid in the structural design of the floodwall segments. FNI also calculated stones sizes of revetment armor for slope protection of levee segments and pump station fronting protection. Stone sizing for riprap at levees and floodwalls were calculated using various modules of USACE's CEDAS ACES program including Rubble Mound Revetment Design and Toe Protection Design.

FNI operate under the project's Design Schedule and Design Quality Management Plan (DQCP) to keep the project ahead of scheduled delivery dates and within budget.



**Relevance to
Mesquite Point**

- ✓ Surveys
- ✓ Engineering Studies and Design
- ✓ Plans and Specifications
- ✓ Cost Estimates

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Post-Hurricane Harvey Park Restoration | Lower Colorado River Authority (LCRA)

Location: Various along Colorado River

Date of Completion: 2020

FNI provided fast-track design, bid and construction phase services to repair and restore three LCRA parks post-Hurricane Harvey to alleviate public safety and access concerns. FNI worked closely with LCRA staff to secure FEMA funding for the park repairs throughout all project phases. FNI initially provided preliminary assessment of the damages in all three parks: Beason's Park, FM 521 River Park and White Rock Park, all located along the Colorado River. We documented conditions and concerns and generated initial scope and cost estimates to assist LCRA in pursuing FEMA project funding for remediation. FNI developed conceptual repairs to reopen closed portions of the parks, along with design of public features complying with ADA requirements. FNI also addressed the public access concerns and related short-term solutions. FNI then provided detailed design, bid and construction phase services for the restoration of the parks. Repairs ranged from restoring utility service, installation of boat and kayak ramps, new septic systems, repairs to pavilions, lighting, sidewalks and parking areas, sports fields and restroom replacement. FNI used a fast-tracked design approach to alleviate LCRA's sense of urgency to properly address public safety concerns as quickly as possible. In addition to repair of park facilities, FNI performed geomorphic assessments of the riverbanks within each park to determine the fluvial processes driving the form and shape of the river in the vicinity of each park to provide recommendations for repair/stabilization of the bank, limit future erosion and increase the long-term resiliency of each park. FNI also provided a determination of required federal, state and local permitting for the parks.



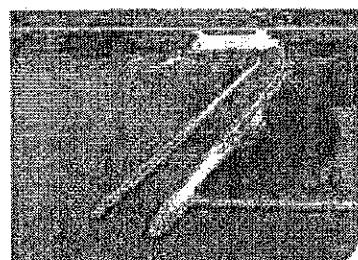
Relevance to Mesquite Point

- ✓ Permits
- ✓ Surveys
- ✓ Engineering Studies and Design
- ✓ Plans and Specifications
- ✓ Cost Estimates
- ✓ Bid Packages
- ✓ Construction Management

Carancahua Bay Boat Ramp Improvements | Jackson County

Location: Weedly, Texas

Date of Completion: Ongoing



FNI is providing design services for the rehabilitation of the Carancahua Bay Boat Ramp facility on SH 35 in Jackson County. In November 2020, it was noted that the wooden bulkhead/concrete cap system is failing, the wooden ADA dock walkways had floated away with previous storm surge, the parking lot pavement incurred damage from the surge, and there is currently not a proper way to moor boats or enter/exit boats. Recommended improvements include sheet pile bulkheading with a concrete cap, ADA compliant dock walkway with mooring bumpers and mooring cleats, parking lot pavement improvements, and new signage and striping to include a designated ADA parking space and accessible pathways on either side of the boat ramp. In addition, a USACE permit will need re-authorization and amendment to perform maintenance dredging and implement beneficial use to create marsh.

Relevance to Mesquite Point

- ✓ Permits
- ✓ Surveys
- ✓ Engineering Studies and Design
- ✓ Plans and Specifications
- ✓ Cost Estimates
- ✓ Bid Packages
- ✓ Construction Management

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**South Texas Gateway Terminal | Buckeye Partners***Location: Ingleside, Texas**Date of Completion: 2021*

FNI coordinated efforts to obtain USACE authorizations for a proposed Very Large Crude Carrier (VLCC) exportation terminal and storage facility for the storage and global export of crude oil and other petroleum products, adjacent to the Corpus Christi Ship Channel. Key responsibilities included preparation of the individual permit application for a Section 404 of the CWA/Section 10 of the Rivers and Harbors Act and Section 408 Permission requests.

The project focused on navigation risk reduction to avoid impacts to federal channel operations and maintenance, as well as to minimize dredging in federal channels and impacts to WOTUS. Efforts included WOTUS wetland delineations, mitigation plan development, summarization of navigation risk reduction efforts, sediment testing, beneficial use coordination, public comment responses, agency coordination and meeting facilitation. Under normal circumstances, an individual permit may take 18 months or more between initial submittal of the application to the issuance of the permit. The individual permitting effort took 10 months and involved working closely with the Corpus Christi field office of the USACE Galveston District.

FNI provided construction oversight for environmental aspects of the project, including hazardous waste management, compliance with mitigation requirements and construction crew training to monitor and report the presence of threatened and endangered species. Mitigation included an innovative approach that will improve tidal exchange within a 350-acre estuary complex through simple but highly effective measures involving culvert replacement. The culvert replacement minimized the permittees costs but will result in an ecological uplift within the estuary ecosystem.

**Relevance to Mesquite Point**

- ✓ Permits
- ✓ Plans and Specifications
- ✓ Construction Management

**Bois d'Arc Lake Comprehensive Services and Recreational Facilities |
North Texas Water Municipal District***Location: Bonham, Texas**Date of Completion: Ongoing*

FNI has and is currently providing a wide range of comprehensive services associated with the design and planning, and now the implementation of a large new reservoir. Although the list of design, planning, and construction services FNI provided are extensive, specific to this RFQ, FNI designed two different facilities that included boat ramps. FNI developed a conceptual master plan for a private boat facility, a major component of the Bois d'Arc Lake (BDL) Water Supply Program. Subsequently, FNI designed and prepared construction documents (plans and technical specifications). Components of the project include a concrete boat ramp with curbs; an enclosed floating boat house, designed to accommodate six boats with three boat lifts, that will be connected to the shoreline by floating gangways; and a system to enclose the boat house area in order to dissipate wave attenuation. Lighting and water service for the boat dock and boat house were designed by FNI.

FNI also developed a masterplan that included concepts for a main lake office facility, recreational areas, education center, and a TPWD office. Some of the specific elements of the plan included a lake manager's office, 24-hour Emergency Operations Center, TPWD offices, County Sheriff's office, shower and restrooms, welcome center with training room, boat ramps and an educational facility. FNI worked on a second authorization where FNI designed and prepared construction documents for the boat facilities including the boat ramp and dock.

Relevance to Mesquite Point

- ✓ Permits
- ✓ Surveys
- ✓ Engineering Studies and Design
- ✓ Plans and Specifications
- ✓ Cost Estimates
- ✓ Bid Packages
- ✓ Construction Management

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Sabine River Pump Station and Pipeline |

Sabine River Authority

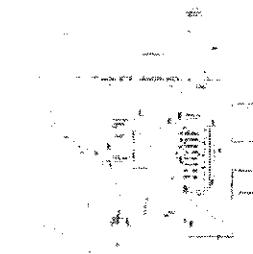
*Location: Deweyville, Texas**Date of Completion: 2020*

FNI is serving as the program manager and designer for the Sabine River Pump Station and Pipeline, which will replace an existing pump station. The water will be pumped to the existing Sabine River Authority (SRA) canal system to serve industrial and municipal customers.

Project features consists of the following facilities: 1) 285-MGD river intake on the Sabine River; 2) pump station with an ultimate capacity of 285 MGD; 3) 7 miles of pipeline from the pump station to the existing canal system; and, 4) relocation of Camp House Road at the pump station site.

The project included preliminary design, environmental permitting, a hydraulic analysis of the river, water quality sampling and analysis, computational fluid dynamics (CFD) modeling of the river, surveying, geotechnical engineering, and a fluvial geomorphological analysis of the river. To better define the design elevation of critical components of the pump station, a 1-D and 2-D hydraulic model of approximately 8 miles of the Sabine River was created using HEC-RAS. The model was based on field survey for the main channel, and LIDAR for the overbanks.

FNI also coordinated with TCEQ regarding raw water intake regulations and 316b requirements and the USACE regarding environmental permitting to develop alternatives for the intake. The intake design consists of a concrete structure extending into the river with sheet pile walls for bank stabilization. FNI conducted all environmental surveys including wetland delineations, prepared the Preconstruction Notification required by Nationwide Permit 12 and conducted follow up activities and coordination with USACE regulatory staff.



Relevance to Mesquite Point

- ✓ Permits
- ✓ Surveys
- ✓ Engineering Studies and Design

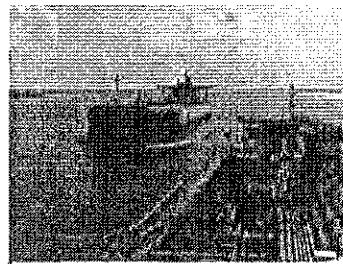
Port of Corpus Christi Channel Improvements EIS |

Port of Corpus Christi Authority and USACE Galveston District

*Location: Corpus Christi, Texas**Date of Completion: Ongoing*

The Port or Corpus Christi Authority (PCCA) is seeking Section 10/404 permit approval and Section 408 authorization from the USACE Galveston District to conduct dredge and fill activities to deepen a portion of the Corpus Christi Ship Channel (CCSC). The proposed project requires dredging in navigable waters of the United States to deepen a portion of the CCSC to accommodate fully-laden very large crude carriers (VLCCs).

The proposed project and EIS are subject to Title 41 of Fixing America's Surface Transportation (FAST-41) and One Federal Decision (OFD), with the requirement to expedite completing the permitting process and EIS within two (2) years of publishing the Notice of Intent (NOI).



Relevance to Mesquite Point

- ✓ Permits
- ✓ Engineering Studies and Design

FNI is contracted by PCCA to work at the direction of the USACE Galveston to prepare an EIS. The overall objective is to provide a legally defensible evaluation document that warrants a permit decision from the USACE allowing PCCA to proceed with deepening the CCSC.

FNI's role includes review and evaluation of relevant literature, technical publications and previous environmental studies or reports of findings; conducting fieldwork and preparing technical studies in support of the EIS (including vessel induced erosion and scouring); assisting the USACE with public meetings/hearings; and preparing the NEPA documents, including reproduction, distribution/public posting and mailings.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

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Mad Island Marsh Preserve Shoreline Protection | The Nature Conservancy

*Location: Collegeport, Texas
Date of Completion: Ongoing*

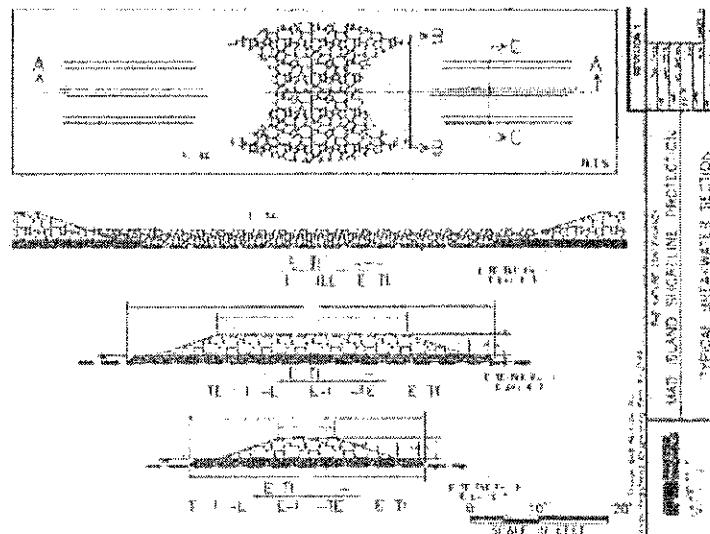
FNI provided technical, engineering and permitting services for The Nature Conservancy's Mad Island Marsh Preserve Shoreline Protection project, located adjacent to the Gulf Intracoastal Waterway (GIWW). The goal is to protect the shoreline and ecosystem integrity along the Nature Conservancy's preserve shoreline where it is experiencing erosion from boat and barge traffic on the GIWW.

FNI has developed preliminary and permit drawings and collected field data (flow velocities, water surface elevations, topography and bathymetry) and built a 2-D model to better understand the forces impacting shoreline erosion. The model was then used to develop engineering design drawings for rock breakwater shoreline protection.

FNI is continuing with the 60% design package that involves further analyzing vessel wake data, water level setup from storm surges, breakwater stone sizing and stability analysis using the Hudson and Van Der Meer equations, designs to enhance foundation stability with geotextiles, and configuration assessments to minimize project induced scour. In addition, FNI is preparing the plans, specifications, take-off quantities, and opinion of probable construction costs.

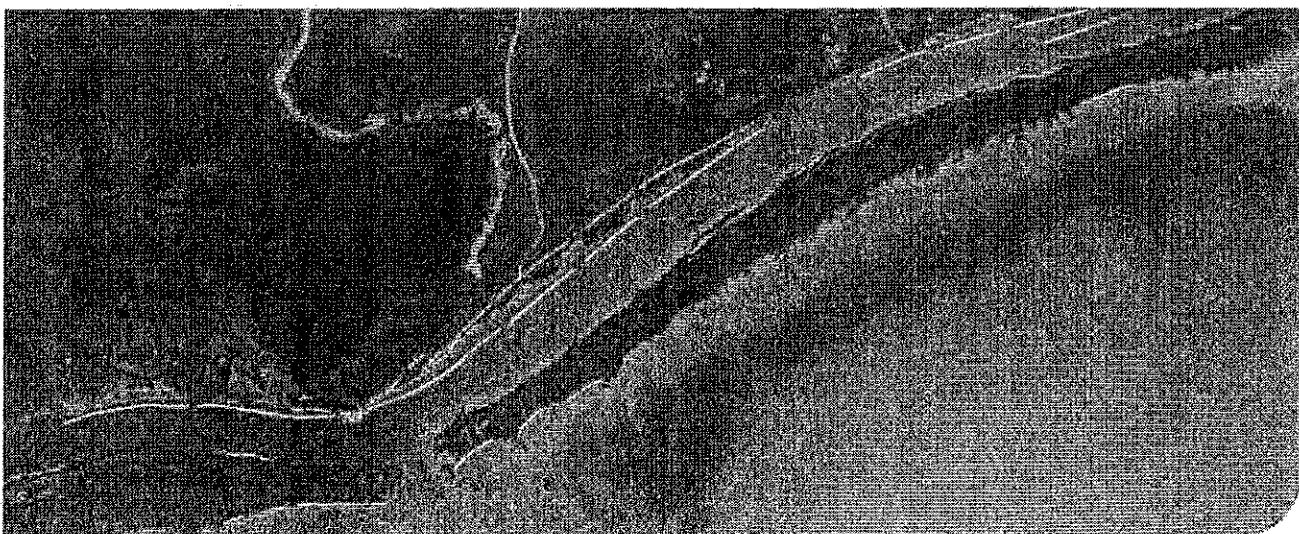
FNI developed and submitted a Section 10/404 permit application to USACE for 11,000 LF of shoreline protection.

A unique aspect of the project involves inclusion of protection for Mad Island Lake, in addition to the more traditional engineering considerations associated with breakwater design. The design includes strategically locating gaps in the breakwater which is estimated to save nearly 10% of construction costs.



Relevance to Mesquite Point

- ✓ Permits
- ✓ Surveys
- ✓ Engineering Studies and Design
- ✓ Plans and Specifications
- ✓ Cost Estimates
- ✓ Bid Packages



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Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Sabine to Galveston Coastal Storm Risk Management - Orange | USACE Galveston District

Location: Orange, Texas

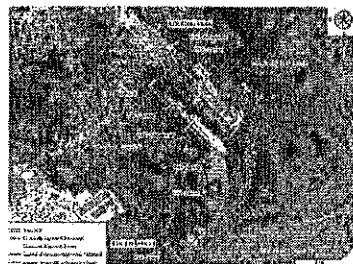
Date of Completion: Ongoing

FNI is providing AE services to the USACE Galveston District through the Galveston Coastal Services Joint Venture (GCS JV) on the \$1.9 billion Orange County segment of Sabine Pass to Galveston Bay (S2G) Coastal Storm Risk Management (CSRM) project. The S2G Orange segment includes 26.7 miles of new CSRM infrastructure in Southeast Texas at the Sabine and Neches River floodplains from Orange to west of Orangefield, Texas. The project is being designed to improve the region's preparation for natural disasters and fortify resilience against effects of climate change, sea-level rise, and extreme rainfall.

FNI is leading the coastal and mechanical and electrical engineering analysis, design, and construction materials acquisition planning for the project delivery team. In addition, FNI performed the civil, geotechnical and structural engineering design for a 3.3-mile segment of new levee, floodwall and closure structures.

The project is being designed using USACE's S2G Design Criteria, Engineer Manuals, Engineer Circulars, Engineer Technical Letters, Hurricane and Storm Damage Risk Reduction System (HSDRRS) design guidelines. Overtopping and breach of levees are major probable failure modes accounted for in the designs. The geotechnical engineering design included performing global stability analysis, seepage analyses, and settlement calculations.

FNI is operating under the project's Design Schedule and Design Quality Management Plan (DQCP) to keep the project ahead of scheduled delivery dates and within budget.



Relevance to Mesquite Point

- ✓ Engineering Studies and Design
- ✓ Plans and Specifications
- ✓ Cost Estimates

Coastal Texas Protection and Restoration Feasibility Study | Texas GLO and USACE Galveston

Location: Texas Coast

Date of Completion: Ongoing

USACE, in partnership with the GLO, is preparing a \$20 million Feasibility Report (FR) and Environmental Impact Statement (EIS) for the Coastal Texas Protection and Restoration Study (Coastal Texas Study). Consistent with the "multiple lines of defense" concept, the Coastal Texas Study formulated, developed preliminary designs and evaluated alternative project plans consisting of Ecosystem Restoration (ER) and Coastal Storm Risk Management (CSRM) measures and features to protect natural- and built-infrastructure against the impacts of hurricanes, erosion, and relative sea level change (RSLC).



Relevance to Mesquite Point

- ✓ Permits
- ✓ Engineering Studies and Design

GLO retained FNI starting in 2016 to assist the USACE/GLO Project Delivery Team to accomplish study activities in compliance with NEPA, other environmental laws, and USACE Civil Works policies.

FNI supported the formulation and preliminary designs of ER alternative measures; facilitated and performed interagency coordination; planned for and facilitated public meetings; and, performed detailed evaluations of the CSRM/ER alternative plans. These plans comprised of project feature combinations of islands (in-bay), tidal exchange gates and structures, beachfill and dunes (Gulf facing), intertidal marshes & subaquatic vegetation beds, artificial reefs, rock revetments, navigation gates (deep- and shallow draft), levees, floodwalls and pump stations.

Our team evaluated and forecasted potential effects of RSLC and considered future conditions on project performance during the formulation of plans and designs. FNI applied several models and sea level change curves that informed project development to include designing and planning of ecological restoration project features with the consideration of RSLC.

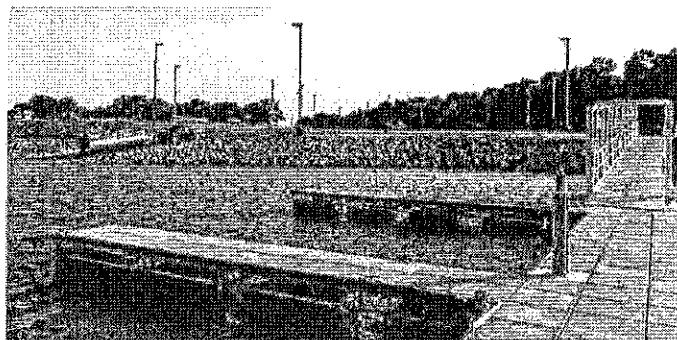
JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



10. FIRM'S EXPERIENCE

The FNI Team of engineers are well versed in traditional civil/coastal engineering and construction services unique to the Texas coast. FNI has been working on Texas engineering projects for over 127 years. FNI team members have served on the Texas Board of Professional Engineers and the Texas Board of Professional Architects. Several of our professional team members serve as leaders with the ASCE, COPRI and the ASBPA, and the SAME.



Twin Points Boat Ramp

FNI's multidisciplinary services includes a Coastal and Navigation Practice that is focused on marine Infrastructure, coastal restoration and protection, planning and engineering. FNI has grown its Coastal and Navigation Practice to better serve our clients facing coastal challenges, including land loss, coastal erosion, navigation maintenance and expansion, storm surge and flood risk and the ongoing threats of sea level rise and subsidence. We have 15 dedicated multidisciplinary coastal staff comprised of engineers, scientists, biologists, geologists and GIS specialists.

For more than 20 years, FNI has provided professional services to coastal clients, such as Texas General Land Office; USACE Galveston District; Galveston County; the City of Galveston; Brazoria County; Port of Corpus Christi, Port Freeport, Port Houston, Port of Brownsville, TxDOT Maritime, Jackson County, City of Corpus Christi, and the Gulf Coast Water Authority; and, more recently Jefferson County.

FNI has the in-house staff to deliver the full scope of engineering and design, permitting and construction management services as required by the RFQ. In addition, our team consists of specialized and well-qualified DBE partners who will assist in acquiring topographic (CivilCorp), hydrographic (CRA), and geotechnical (Tolunay-Wong Engineers) data required for accomplishing project designs.

Coastal and Hydraulic Engineering Services and Expertise

The FNI team has substantial experience with modeling coastal processes to develop engineering solutions in offshore, nearshore, back-bay and intertidal riverine systems. Our technical expertise includes application of analytical and numerical modeling tools based on industry standards and using advanced numerical modeling program suites. We apply our available suite of models to simulate 1-D and 2-D coastal hydrodynamics using metocean driving components (water levels, winds and waves) for evaluation of tidal currents and circulation, shoreline change and evolution, longshore and cross-shore sediment transport, beach nourishment lifecycles, flushing and water quality, coastal flooding, and dredged material disposal fate assessment. This includes expertise with coastal modeling using ADCIRC, SWAN, STWAVE, Delft3D, WHAFIS and CHAMP platforms to assess surge and wave impacts, and models like SBEACH and GENESIS to assess coastal shoreline change and protection.

Our team members have extensive first-hand knowledge of the physical environment and processes that define the Texas coastal zone. We have decades of experience in this environment, having designed multiple coastal resources-related projects within Texas.

FNI has extensive H&H engineering experience in modeling and evaluating storm-induced river flow and stages and associated hydraulic loading. This experience is being applied to our ongoing hydraulic engineering support to USACE, Galveston District and Jefferson County DD7 on the Sabine Pass to Galveston Bay – Port Arthur Coastal Storm Risk Management Project, where FNI applied pressure point data, barge impact loadings as well other critical design parameters to perform levee and floodwall designs.

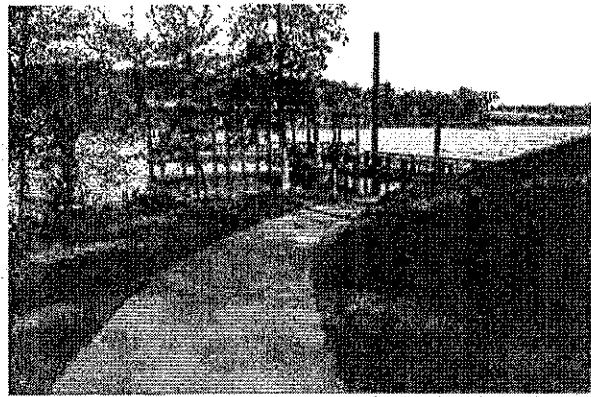
Environmental and Permitting Services

The FNI permitting team is experienced at managing environmental compliance activities associated with NEPA, the CZMA and State Coastal Resources Programs, MPRSA and other Federal, State and local regulatory requirements. We are experienced with developing NEPA compliance documents for water and coastal resources projects and preparing

JEFFERSON COUNTY**Professional Engineering Services for Mesquite Point Public Boat Ramp Project**

third-party environmental impact statements for USACE Regulatory decisions required to issue CWA Section 404 and RHA Section 10 permits, and Section 408 permissions.

FNI's environmental science staff of over 40 professionals can provide multiple levels of environmental document preparation. FNI has prepared numerous NEPA documents of all levels and has worked closely with the USACE, Galveston District. Within NEPA, FNI can prepare any level of documentation from simple categorical exclusions for projects with minor or no impacts to highly complex Environmental Impact Statements (EIS) for projects. Outside of NEPA, we can prepare studies that assess potential permitting ramifications of proposed actions, habitat evaluations, endangered species issues, environmental baseline studies, ecological restoration plans and numerous other study and report types that may be required.



Lake Naconiche Recreational Area

Construction Management and Oversight, Bid Documents, and Analysis

With more than 120 construction services professionals, FNI has one of the largest in-house groups of dedicated construction services professionals among engineering consulting firms. We provide varying levels of construction services as well as cost estimating and constructability review support. In the past five years, FNI has managed construction for projects totaling more than \$5.8 billion, including third-party construction management of projects designed by other consultants. We employ many construction inspectors and quality assurance specialists and are committed to on-site safety. Remote construction management services are a regular requirement at many of our project locations.

The FNI team is experienced at providing bid and award support services by preparing bid document packages; scheduling and conducting pre-bid conference and site visits; coordinating and responding to requests for information and/or inquiries from bidders; conducting the bid openings; reviewing all bids for accuracy; and, providing bid tabulation and letter of recommendation to the owners.

Additionally, we routinely provide Engineering Services During Construction (ESDC) to ensure projects are within budget and on schedule and to ensure project designs are implemented as intended.

Quality Assurance and Quality Control

One of our more highly developed processes is our Quality Assurance (QA) and Quality Control (QC) process. The documentation and demonstration of this process contributed to us becoming the first engineering firm to win the prestigious *Malcolm Baldrige National Quality Award for Process Excellence*. The fabric of this process is woven throughout all other project execution processes at FNI and includes such diverse elements as Senior Advisors to guide the project to exceed the standard of care based on decades of experience with similar projects. In addition to the wealth of knowledge and experience brought to bear by our senior advisors, a system of formal checklists and meticulous pre-submittal reviews is required. These quality review processes have been honed for over a century to ensure quality deliverables are submitted that will support the desired project outcomes for the Owner.

Our QA processes are in place to ensure that the outcome of the QC processes results in effective bid packages that are accurate, readable, and constructable; and incorporate constructability reviews, environmental regulatory compliance, and timely deliverables.

After 127 years and with over 85% of our business being repeat business, we pride ourselves in delivering projects and engineering products that meet or exceed our clients' expectations.

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11. UNIQUE QUALIFICATIONS

Project Leadership Team

Our project delivery team (PDT) will be led by our following proposed management team:

Team Member	PDT Leadership Role	Qualifications
Carl Sepulveda, PE	Project Manager	Experienced in planning, engineering, permitting and executing a wide variety of port and coastal resources projects, to include managing multi-disciplinary and multi-consultant PDTs.
Shane Torno, PE	Design Manager	Experience includes managing engineering teams to design marine waterfront structures, design coastal structures, perform field investigations, and construction oversight.
Rich Heine, PE	Construction Manager	Extensive experience in providing municipality, state, and federal clients with construction support during project design, bid, and construction phases.
Tom Dixon	Environmental Lead	Senior ecologist who is a USACE permitting expert for coastal and marine infrastructure projects, and experienced at production of National Environmental Policy Act (NEPA) documents.

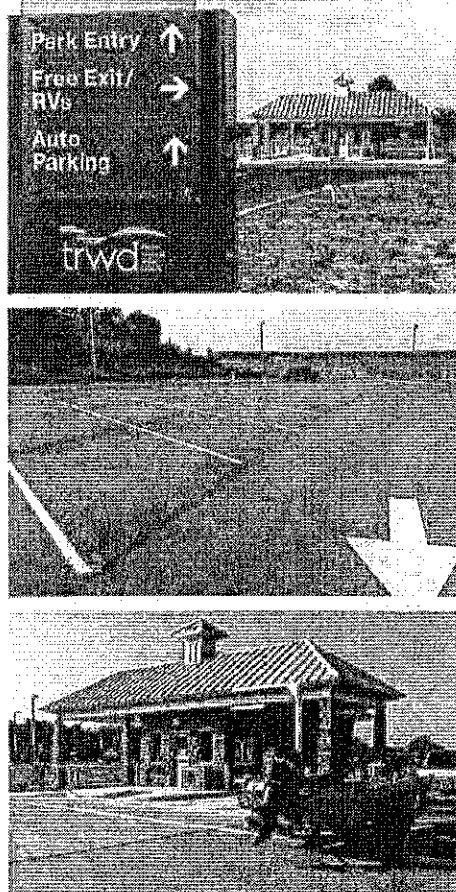
Familiarity with Jefferson County Coastal Environment

FNI team members Tom Dixon, Dave Buzan, and Lisa Vitale, FP-C were involved in preparing the Sabine Neches Waterway Channel Improvement EIS for the USACE, Galveston District and the Sabine Neches Navigation District. Their involvement included document management of the EIS, performing impact analyses of affected resources, and stakeholder and agency facilitation and engagement.

In addition, our proposed Project Manager, Carl Sepulveda, PE and our Senior Coastal Hydraulics Engineer, Chris Mack, PE are both currently involved in providing coastal hydraulic design support on the USACE, Galveston District and Jefferson County DD7 Sabine Pass to Galveston Bay – Port Arthur CSRM project where they have calculated wave pressures against the proposed floodwalls for structural designs and calculated the hydraulic parameters for stone sizing revetment armor for slope protection of levee segments.

History of Boat Facility Designs

FNI has planned and designed numerous recreational boat and aquatic facilities throughout Texas since the early 2000's. In addition to the boat and aquatic facilities described in Section 9 (Representative Work) of this SOQ, our experiences in planning and designing boat ramps and ancillary features include:



Twin Points Boat Facility

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Project	Owner	Description
Lake Nacconiche Recreational Area (Attoyac, TX)	Natural Resources Conservation Service (NRCS)	FNI developed a master plan and provided design services for a 35-acre recreational area adjacent to the newly developed 692-acre Lake Nacconiche in east Texas. FNI completed final design of the boat ramp, fishing pier, diving platform and swim area. Specific design activities for these facilities included architectural and planning services, structural design, geotechnical investigations, roadway planning and construction phase services.
Matagorda Bay Nature Park Boat Ramp Design (Matagorda, TX)	Lower Colorado River Authority	FNI designed and developed construction documents for an ADA-compliant boat ramp, courtesy docks, two ADA parking spaces and a 30-space parking lot. Designs included a 5-foot-wide by 627-foot-long concrete sidewalk from the boat ramp to parking area, and a sheet pile bulkhead. A Nationwide Permit 36 was acquired for the project.
Big Cypress Bayou Ecosystem Restoration (Jefferson, TX)	USACE, Fort Worth	FNI worked with USACE and local project stakeholders to design water control structures, grading and drainage improvements, and wildlife habitat to restore the natural ecosystem in the project area. Recreational features included a boat ramp, a central core area with amphitheater-type seating, and signage.
Twin Points Park Redevelopment (Fort Worth, TX)	Tarrant Regional Water District	FNI prepared a master plan, conceptual design, and final construction documents for the renovation and expansion of Twin Points Park. Amenities designed at the park include a new three-lane boat ramp, ample boat and trailer parking and boat dock with individual boat slips. FNI prepared plans, elevation sketches, and opinion of probable construction costs for this phase of the project.
Tom Miller Dam Modernization (Austin, TX)	Lower Colorado River Authority	FNI performed environmental assessments, analysis, design and construction documents for the concrete maintenance driveway and bridge, parking lot improvements, and boat ramp associated with a dam modernization plan. FNI provided cost estimates, construction documents and coordination with the City of Austin Parks and Recreation Department. FNI also provided general construction oversight and on-site support.

Our Senior Coastal Hydraulics Engineer, Chris Mack, PE, D.CE has extensive experience in designing coastal infrastructure projects to protect against coastal storm flooding. For the National Park Service, Chris designed a boat ramp facility at two locations on the Potomac River at the Chesapeake and Ohio Canal National Historical Park. Designs were based on procedures specified in NPS's Layout, Design and Construction Handbook for Boat Launching Facilities. Design water levels and flood velocities were developed through the application of the USACE HEC-SSP (Statistical Software Package), USGS discharge data analysis, and the hydraulic model USACE HEC-RAS (River Analysis System). Boat ramp design parameters developed included minimum design depth, channel access width, navigation aids, number of lanes, width, slope, toe elevation, trailering transition and turnaround areas, and parking. The design package included specifications and options for construction materials. Design support also included scour protection and design of upstream and downstream bulkheads to mitigate extreme current scour and debris loading.

Familiarity with USACE NEPA Documentation

Our staff has been involved in the development of a number of NEPA compliance documents for the USACE Galveston District's Civil Works and Regulatory programs involving projects for coastal protection and navigation improvements. We have worked closely with USACE staff in preparing EISs and Environmental Assessments either as a consultant

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



contracted directly to USACE Civil Works or as the permit applicant's third-party contractor working at the direction of USACE Regulatory. The NEPA compliance activities for USACE Galveston projects or permits that involved our staff include:

Project	Program	NEPA Type	Contract
Coastal Texas Protection and Restoration	Civil Works	EIS	GLO Contract (USACE's Non-Federal Partner)
Sabine Neches Waterway Channel Improvement Project	Civil Works	EIS	USACE Contract
Port Freeport Channel Deepening	Civil Works	EIS	USACE Contract
Brazos Island Harbor Channel Improvement	Civil Works	EA	USACE Contract
Port of Corpus Christi Channel Deepening	Regulatory	EIS	Third-Party Contractor (Permit Applicant: Port of Corpus Christi)
Port Freeport Channel Widening	Regulatory	EIS	Third-Party Contractor (Permit Applicant: Port Freeport)
Matagorda Ship Channel Improvement	Regulatory	EIS	Third-Party Contractor (Permit Applicant: Calhoun Port Authority)

12. UNIQUE SERVICES

State and Federal Funding Experience

FNI's wide ranging multidisciplinary services include helping clients find the funding necessary to implement improvements. FNI has assisted in securing grant funding for water resources work from the federal and state levels, including FEMA, TWDB and HUD-funded projects. FNI understands that compliance with agency requirements is paramount to receiving funding. We are familiar with procedures pertaining to regulatory compliance and the statutory framework to obtain a variety of funding.

We have highly similar experiences with Texas GLO's CEPRA and FEMA funding streams, where environmental compliance must be demonstrated to secure and obtain funding. We have key staff that understand and assist with GOMESA and the RESTORE Act funding. Our efforts in securing funding are focused on coastal restoration and protection, water infrastructure and planning (including wastewater treatment systems), disaster recovery, and flood infrastructure improvements.

FNI regularly assists in the preparation of funding applications and has worked with our clients to obtain approximately \$480 million in federal and state funding through grants and low-interest loans.

Understanding of the Deepwater Horizon Oil Spill Restoration Programs

FNI team members are actively involved in assisting state and local agencies in identifying and evaluating candidate restoration and economic development projects for consideration to compete for restoration grants associated with the Deepwater Horizon (DWH) Oil Spill event; providing these agencies assistance in preparing project grant applications for DWH's settlement funds through the RESTORE Act, National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund (GEBF) and Natural Resources Damage Assessment (NRDA) restoration programs; and providing engineering assistance in the design of selected and funded projects. This experience has translated into our team members understanding and knowledge of the objectives, requirements, protocols, processes and administration of grants under each DWH-related restoration program.

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Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Proven Permitting Expertise

Our team is intimately familiar with USACE's permitting (Section 404) and permission (Section 408) processes, alternative permitting methods to streamline decisions, NEPA compliance requirements and other federal and state regulatory requirements affecting USACE's permit decision timeline. This knowledge and experience allow for efficient navigation of the regulatory process in support of securing timely permit decisions. Our team also has substantial experience with permitting both large- and small-scale projects using individual and nationwide permits. We have the understanding that it is the combination of smaller scale projects over a period of time that can have a significant effect in improving water and coastal resources within Texas.

Specialized Locality Knowledge

Our collective team members have vast knowledge of the localized conditions within Jefferson County. We routinely provide A-E services to federal, state, and local agencies for natural and built infrastructure projects throughout the Upper Texas coast. We are intimately familiar with the policies, codes and regulations that govern the development and implementation of projects for these agencies, through our staff members who are experienced former agency officials, such as with, USACE, TPWD, TCEQ, and, TxDOT. Our geology and geotechnical technical team members are recognized experts in the physical, hydrologic, and ecological conditions within the Texas coastal zone and waterways. Our breadth of established relationships with Jefferson County's partners and stakeholders provide for facilitating collaboration, technical exchange, and project development and delivery among the parties.

Regional Projects

Many external factors can affect a County's future, either positively or negatively. These influencers can include adjacent communities, major thoroughfares, fluctuations in industry and population, and many others.

FNI has a clear and thorough understanding of Jefferson County and trends affecting this region. Below is a sample of work we've completed for this surrounding area. This regional experience reinforces our ability to guide Jefferson County in making sound planning decisions for its future.

- Port Arthur
Downtown
Revitalization Plan
(Award winner)
- Port Arthur
Comprehensive Plan
- Design and Rehab for the Wastewater Treatment Plant
- Development of Port Arthur Capital Improvement Plan
- Implementation of Port Arthur's Geographical Information Systems
- Update of Port Arthur Zoning Ordinance
- Lamar State College Port Arthur Campus Master Plan
- Lamar Institute of Technology Campus Master Plan (Beaumont)
- City of Beaumont Water Treatment Plant
- City of Port Arthur Wastewater Treatment Plant
- Lower Neches Valley Authority Devers Water Pump Station
- Sabine River Authority Raw Water Pump Station
- Exxon Mobil Plant, Beaumont



JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



12. REFERENCES

Vendor References

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

REFERENCE ONE

Government/Company Name: U.S. Army Corps of Engineers, Galveston District

Address: 2000 Fort Point Rd, Galveston, TX 77550

Contact Person and Title: Toniette "Toni" Addison, P.E. / Chief, A-E/VE Management Section

Phone: 817-757-9243 Fax: 409-766-3010

Email Address: Toniette.Addison@usace.army.mil Contract Period: May 2019 to Ongoing

Scope of Work: Design Hurricane Protection Levees & Floodwalls at Port Arthur

REFERENCE TWO

Government/Company Name: North Texas Municipal Water District

Address: P.O. Box 2408, Wylie, Texas 75098

Contact Person and Title: Cesar Baptista, PE, Deputy Director of Engineering & CIP

Phone: 972-442-5405 Fax: N/A

Email Address: cbaptista@ntmwd.com Contract Period: October 2003 to Ongoing

Scope of Work: Comprehensive planning & design services new reservoir, mitigation, and recreational features.

REFERENCE THREE

Government/Company Name: Jackson County

Address: 115 W Main Street, Edna, Texas 77957

Contact Person and Title: Jill Sklar, County Judge

Phone: 361-782-2352 Fax: N/A

Email Address: j.sklar@co.jackson.tx.us Contract Period: February 2020 to Ongoing

Scope of Work: Design services for the rehabilitation of the Carancahua Bay Boat Ramp facility.

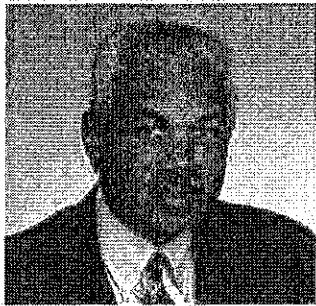
Respondent: Complete & Return this Form with Response.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



7. TEAM MEMBER RESUMES



Jeff Taylor | Principal-in-Charge

Jeff Taylor is FNI's Southeast Division Manager and a firm Vice President/Principal. His water resources experience in both the public and private sectors includes 32 years as a private consultant, and nine years with the City of Houston within the Department of Public Works. His experience ranges from leading small teams of consulting engineers to management of the 1,450-person water and wastewater operations for the City of Houston public utility. Experiences include the planning, design, and permitting of water, wastewater, drainage and transportation projects. His environmental/water resources expertise has focused on hydrology and hydraulics of water system facilities, with a special emphasis in water rights permitting within the State of Texas. Jeff is experienced in strategic planning and decision-making, environmental policy development and management and administration of both governmental and private sector organizations.

Experience
41 years

Education
BA, Environmental Science,
Rice University

Home Office
Pearland, Texas

Relevant Project Experience

2010 Coastal Water Authority Canal | City of Mont Belvieu | Client Representative | Evaluation of the potential to relocate canal infrastructure that currently passes through the City of Mont Belvieu. FNI investigated alternative project concepts and provided cost estimates for various options. FNI also conducted an assessment of canal demands to consider the required future supply capacity based on historic trends in agricultural water use in the area.

Jones Creek Spillway Replacement | Gulf Coast Water Authority | Client Representative | FNI provided design services of diversion bulkhead and spillway structure at the confluence of Jones and Oyster Creek to effectively replace the remnants of two existing structures; both of which are in states of disrepair. A hydraulic analysis was performed to understand the consequences of various water surface elevations associated with Jones Creek.

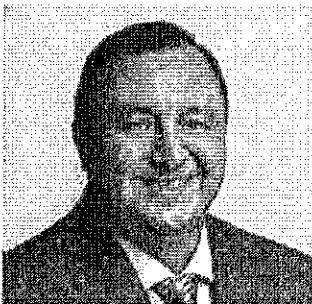
Port Freeport Parcel 14 and Parcel 19 Site Development | Port Freeport | Client Representative | FNI provided professional services for the development of ground storage facilities, vehicle storage facilities, a port railroad line extension and connection to Union Pacific Railroad lines, extensions to internal port roadways and utilities, a Traffic Impact Analysis study, and traffic signal system design. Site development for Parcel 14 and northern Parcel 19 at Port Freeport.

Water Supply Alternative | Sabine River Authority of Texas | Client Representative | Preliminary construction costs for a new 240-MGD pump station and associated pipelines and canals.

Sims Bayou South Wastewater Treatment Plant Rehabilitation | City of Houston | Client Representative | FNI provided an evaluation, design and construction phase services of \$6.7 million in improvements to the 36-MGD plant's headworks to improve the overall operation of the mechanical bar screens and grit-removal system. Also developed processes and procedures for dewatering of the headworks to isolate areas during construction.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Experience

27 years

Education

BS, Bioengineering, Texas
A&M University

Registration

Professional Engineer, Texas
#101257

Home Office

Houston, Texas

Carl Sepulveda, PE | Project Manager

Carl Sepulveda is experienced in managing, planning, engineering and leading multi-discipline teams of engineers, scientists and subconsultants to execute a wide variety of port and water resource projects, including work for the Port of Houston Authority, USACE, Port of Corpus Christi Authority, Harris County Flood Control District (HCFCD), and other state and local clients. He has managed and completed navigation, flood control and ecosystem restoration projects along the Texas coast, including ship channel modification and flood-risk management projects. He has extensive experience in the federal feasibility and permitting process, including Civil Works, Section 408 and 404, NEPA, beneficial use of dredged material (BUDM), cost-benefit analysis, and Texas statutory compliance. He has experience in managing the procurement and construction of port projects. Carl's previous work experience includes 10 years as a U.S. Air Force officer in environmental and industrial hygiene monitoring and compliance, and emergency response.

Relevant Project Experience

PAV03A S2G Port Arthur CSRM | USACE - Galveston District | Assistant Project Manager | The \$4 billion project covers 120 miles of Floodwall and levee to improve hurricane flood protection including at Port Arthur (Jefferson County). Carl led the 35% design of wave barrier restoration alternative at Pleasure Island to reduce required floodwall heights, including conception, level of protection, and cost estimate quantities for three different options. He is also leading coastal engineering staff in levee and floodwall design including review and calculation of floodwall surge, wave pressures, overtopping rates, slope protection.

Sediment Budget Analysis and Modeling | Texas General Land Office | Project Manager | Carl is managing development of a sand transport model for GLO Regions 1 (upper Texas coast) and 4 (lower Texas coast) that will be used to plan state coastal erosion restoration projects, including data collection, analysis and modeling, agency interface and reporting in partnership with the subconsultant H.R. Wallingford.

Flood Studies within Combined River Basins for CDBG-Disaster Recovery Program | Texas General Land Office | Quality Manager | FNI is leading a four year, \$25-million flood planning effort to assist 20 Hurricane Harvey impacted counties and municipalities in the Central Region (Brazos and San Jacinto Rivers and Galveston Bay) in identifying and funding flood risk reduction strategies and mitigation projects. Carl leads quality management of this study including review and oversight of subcontractor team members performing riverine and coastal modeling.

Houston Ship Channel Expansion Channel Improvement Project* | Port Houston and USACE Galveston District | Assistant Project Manager | Carl led a team in the federal feasibility study planning of major improvements to the Houston Ship Channel and side channels, including engineering, cost estimation, and NEPA for dredging >20 million cubic yards (MCY). He directed the design of deep draft channel measures including widening, bend easing, turning basins, and anchorages. Carl managed decisions for project size, cost, economics, environmental impact and plan selection.

*Experience prior to joining FNI

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Cody Cockroft, PE | Quality Assurance Manager**

Cody Cockroft is a firm Vice President/Principal and leads the Water Resource Design Practice in Southeast Texas, which includes the design and construction of heavy civil projects in coastal and riverine environments. This comprehensive portfolio of projects includes federal, state, and county clients directly involved in flood control, drainage, and raw water impoundments and conveyance. As Group Manager, he oversees comprehensive services in Southeast Texas associated with stormwater, including H&H analysis and design, dams, levees, open-channel hydraulics, coastal engineering, and geomorphology.

Experience

21 years

EducationMS, Civil Engineering,
University of Texas at AustinBS, Civil Engineering, Texas
A&M University**Registration**Professional Engineer, Texas
#97255Professional Engineer,
Louisiana #0037819**Home Office**
Houston, Texas**Relevant Project Experience**

PAV03A S2G Port Arthur CSRM | U.S. Army Corps of Engineers - Galveston District | Project Engineer | The \$4 billion Sabine to Galveston Coastal Storm Risk Management (CSRM) project covers 120 miles of upper Texas coast consists of CSRM structural measures to improve the performance and resiliency of existing hurricane flood protection features including at Port Arthur (Jefferson County). FNI is leading a joint venture effort to design the levee and floodwall for the Port Arthur segment to include civil, structural and geotechnical designs, and preparation of plans and specifications for raising existing levees, building new floodwalls, providing railroad and navigation closure and impact protection structures, and repairing existing wave barriers.

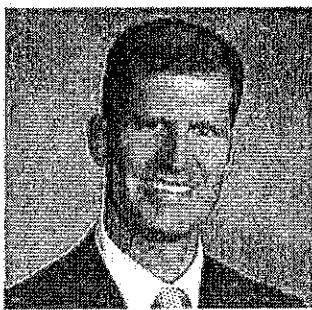
Sabine River Water Supply Project Route Study | Sabine River Authority of Texas | Client Representative | FNI performed a route study for a new 90-MGD intake pump station on the Sabine River and a 7-mile, 66-inch pipeline to connect to the SRA's existing Gulf Coast Canal. The project has been approved for a \$75-million SWIFT Loan from the Texas Water Development Board. The route study has been completed and design is currently in progress.

Westside Diversion Channel Improvements | San Jacinto River Authority | Senior Advisor | FNI is performing repairs of the noted slope damage and providing improvements to alleviate future damage along the channel banks upstream and downstream of the Dam Site Road. Improvements to be considered include slope regrading and stabilization, silt/material removal near culverts under Dam Site Road, and erosion protection in critically high-velocity-flow areas. Additional consideration will be given to the implementation of maintenance berms along the top of bank to facilitate future operations and maintenance activities, as well as to alleviate sheet flow.

Knight Flume Replacement Construction Services Phase | Gulf Coast Water Authority | Project Manager | FNI provided construction phase services for replacement of large reinforced concrete water bridge to convey water along the canal and over a 140-foot wide drainage bayou.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Shane Torno, PE, PMP | Design Manager**

Shane Torno is an FNI Associate, Structural Engineer and Project Manager in FNI's Corpus Christi office. His structural engineering experience includes windstorm certifications, structural design, field studies and construction supervision. He has designed commercial, industrial and marine structures, as well as managed structural engineering teams for these projects. Shane has also conducted field studies and assessments evaluating conditions of existing structures.

Relevant Project Experience**Experience**

25 years

Education

BS, Ocean Engineering, Texas A&M University

Registration

Professional Engineer, Texas #89499

Project Management Professional**Home Office**
Corpus Christi, Texas

Matagorda Bay Boat Ramp Design | Lower Colorado River Authority | Project Engineer | FNI developed design and construction documents for a boat ramp, courtesy docks, sheet pile bulkhead, concrete sidewalk, and a 30-space parking lot. FNI performed all of the work necessary to develop the plans and specifications and made site visits during construction to observe the progress of the work.

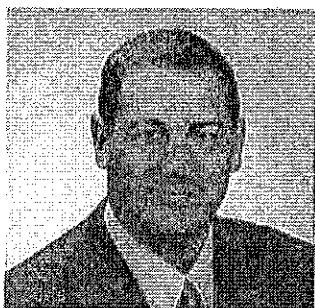
Colorado River Intake Erosion Mitigation | City of Corpus Christi | Project Manager | Investigation and mitigation design for erosion issues associated with Mary Rhodes Phase 2 Intake Structure. Includes development of design alternatives to withstand 10-year event during first two years of vegetation establishment, eventually to withstand 25-year event. Alternatives address streambank stabilization and in-channel structures.

Mary Rhodes Pipeline, Phase 2 – River Pump Station and Booster Pump Station | City of Corpus Christi | Structural Engineer | Shane was charged with the structural design of these two large pump stations located on the Colorado River near Bay City, Texas. These buildings are critical to the operation of the Mary Rhodes Pipeline and required extremely rigorous structures to provide the resiliency and security needed. The poor soil conditions at the site (weak and expansive surface soils) required deep foundations. Additionally, both pump stations required deep wells within their footprints to allow for the proper function of the pumping systems. These wells (roughly 60-foot-deep by 25-foot-diameter) required special coordination with the geotechnical engineer and the contractor to ensure the final design was constructible but not cost-prohibitive. The structures themselves were constructed using tiltup concrete panels supporting custom-designed, long-span metal trusses. Both buildings incorporated bridge cranes to allow for maintenance of the enclosed equipment. The structures required Windstorm certification with the Texas Department of Insurance, which Shane provided. The pump stations went into operation in 2017.

Packery Channel Improvements, Parking and Overlooks, Phase II | City of Corpus Christi | Project Manager | Shane served as Project Manager and structural engineer for the design and construction of new \$2.3-million parking facility along Packery Channel on Padre Island, including sidewalks and parking configured to protect the channel revetment from being undermined during storm events. Additional features included shade structures, lighting and landscaping. This project location on the Gulf beach made material selection critical for a successful project.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Experience

27 years

Education

Bachelor of Engineering,
Environmental Engineering,
U.S. Military Academy at
West Point

Registration

Professional Engineer, Texas
#112925

Home Office

Houston, Texas

Rich Heine, PE | Construction Manager

Rich Heine received his bachelor's degree in Engineering from the United States Military Academy at West Point. He has more than 17 years' experience and currently serves as the Construction Services Manager for FNI's Southeast Division. Prior to joining FNI, Rich served five years in the U.S. Army as a Commissioned Officer, and more than three years as a civilian with the U.S. Corps of Engineers (USACE) Fort Worth District. While with USACE, he deployed to Iraq where he was responsible for all water and sewer operations and executed \$600 million of construction during the U.S. "Restore Iraqi Hope" Operation. Since joining FNI in 2004, Rich has led projects in planning, design and construction. His construction management experience includes water and sewer lines, water and wastewater treatment plants, pump stations and lift stations, and water resource structures, including dams, levees and spillways. Additionally, he has extensive experience with federal and Texas Department of Transportation (TxDOT) projects, including serving as the Construction Manager for a \$122.9-million Transportation Bond Program consisting of 36 projects.

Relevant Project Experience

Knight Flume Replacement Construction Services Phase | Gulf Coast Water Authority | Construction Manager | Construction phase services for replacement of large reinforced concrete water bridge to convey water along the canal and over a 140-foot wide drainage bayou.

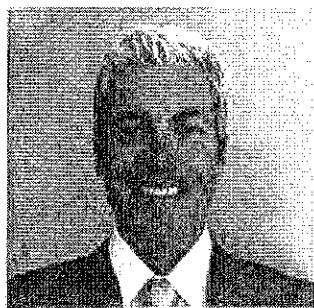
Sabine Pass to Galveston Bay, Orange Coastal Storm Risk Management | USACE - Galveston District | Project Engineer | The Sabine to Galveston (S2G)-Orange segment includes 26.7 miles of new Coastal Storm Risk Management (CSR) infrastructure in southeast Texas at the Sabine and Neches River floodplains from Orange to west of Orangefield, Texas. The project is being designed to improve the region's preparation for natural disasters and fortify resilience against effects of climate change, sea-level rise and extreme rainfall. FNI is a major A/E subconsultant on the S2G-Orange project and is responsible the engineering planning, design, and construction management services for segments of this project. FNI's responsibilities include civil, structural, and geotechnical engineering design support for levee and floodwall segments along the Sabine River, and, coastal engineering designs and construction materials acquisition planning for the entire project. Rich is providing construction material sourcing support for the project.

CIP Cost Estimate Update | City of Pearland | Construction Manager | FNI provided construction cost updates for the City of Pearland's 2015-2019 CIP Program. FNI reviewed the City's CIP, identified major construction items, and developed planning level quantities and associated unit costs on an accelerated schedule to meet the City's capital planning deadline. The projects included new roadways and roadway rehabilitation, drainage, water and wastewater treatment, water and sewer lines, lift stations and pump stations, and other facilities.

Clear Creek Design-Build PMCM | Harris County Flood Control District | Construction Manager | FNI is providing support to the Harris County Flood Control District's design-build project for Clear Creek Watershed. Specifically, FNI is providing technical support to the D-B procurement process and construction management and inspection as part of the owner's representative during construction. The initial construction cost estimate is over \$300M in channel improvements and structures as a result of the Hurricane Harvey improvement and reconstruction efforts. FNI is a sub to Jacobs.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Chris Mack, PE, D.CE | Coastal Hydraulics Engineer**

Chris Mack is FNI's Lead Coastal Engineering Technical Professional with over 30 years of professional experience in federal, state and municipal marine and coastal planning, engineering, design, hydrodynamic modeling, alternatives' analysis, construction, monitoring and public stakeholder engagement. This includes more than 13 years with USACE, South Atlantic Division, Charleston District leading its hydrologic, hydraulic and coastal engineering technical services for large civil works projects with state and municipal sponsors involving: flood control, stream bank stabilization, storm damage reduction, aquatic habitat restoration, navigation, dredging and beach nourishment.

Experience

30 years

Education

MBA, Business Administration, The Citadel

MS, Computer Science (Software Engineering), College of Charleston & The Citadel (Lowcountry Graduate Center)

MS, Civil Engineering (Coastal Engineering), North Carolina State University

BS, Civil Engineering (Water Resources Engineering), North Carolina State University

Registration

Professional Engineer, Texas #110850

Professional Engineer, Louisiana #PE0036958

Diplomate, Coastal Engineering (D.CE)

Home Office

Houston, Texas

His more than 16 years of private sector experience for federal (e.g., FEMA, NOAA, NPS, USCG, and USACE), state (e.g., SC DNR, SC DHEC OCRM and NCFPM) and municipal clients (e.g., City of Charleston) has included conducting/overseeing the planning, engineering, and design of boat ramps, municipal docks, coastal structures (groins, revetments, and bulkheads), beach nourishment, coastal flood risk, climate change, adaptive risk management, living shorelines, and resiliency.

Relevant Project Experience

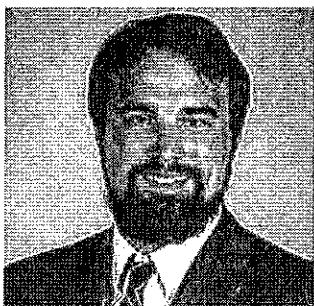
Sabine Pass to Galveston Bay, Orange Coastal Storm Risk Management | U.S. Army Corps of Engineers - Galveston District | Lead Coastal Engineer | FNI is providing architectural and engineering support services to support the Sabine Pass to Galveston Bay, Coastal Storm Risk Management in Orange, Texas. Providing senior advisement and quality control of coastal engineering elements of the integrated levee and seawall system (e.g., wave/water level pressure calculations, drawdown analyses, and sea level rise components)

Flood Studies within Combined River Basins for CDBG-Disaster Recovery Program | Texas General Land Office | Lead Coastal/Data Engineer | FNI is leading a four-year, \$25-million flood planning effort to assist 20 Hurricane Harvey impacted counties and municipalities in the Brazos River, San Jacinto River and Galveston Bay areas (referred to as the Central Region) in identifying and funding flood risk reduction strategies and mitigation projects that reduce disaster suffering and increase community resiliency. Overseeing compound flooding (rainfall & surge) analyses, flood mapping, and identification of flood mitigation projects in the coastal zone.

PAV03A S2G Port Arthur CSRM | U.S. Army Corps of Engineers - Galveston District | Project Engineer | The \$4 billion Sabine to Galveston Coastal Storm Risk Management (CSRM) project involving the design of the levee and floodwall system for the Port Arthur segment. Overseeing FNI's coastal team conducting designs for seawalls (wave/water level pressures), revetment designs, seawall toe scour protection, and rapid drawdown analyses. Other elements included the design, plans, and specifications for a wave barrier system for Pleasure Island.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Nic Kirk, PE | Coastal Hydraulics Engineer**

Nic Kirk is a coastal and water resources engineer located in FNI's Houston office. His experience includes drainage, breakwater and rookery island design as well as coastal circulation and hydraulic modeling. His time with FNI includes working on a variety of projects for coastal clients including the Texas General Land Office, U.S. Fish and Wildlife Service, Gulf Coast Water Authority, Lavaca Navidad River Authority, and numerous municipalities along the Texas coast.

Relevant Project Experience**Experience**

7 years

Education

BS, Offshore and Coastal Systems Engineering, Texas A&M University at Galveston

Registration

Professional Engineer, Texas #135937

Home Office

Houston, Texas

Mad Island Marsh Preserve Shoreline Protection and Restoration | The Nature Conservancy | Coastal Engineer | FNI is providing technical services, project management and engineering services for The Nature Conservancy's (TNC) Mad Island Marsh Preserve Shoreline Protection and Coastal Ecosystem Restoration project, which is being funded by the National Fish and Wildlife Foundation (NFWF) through its Gulf Environmental Benefit Fund. The project seeks to protect the shoreline and ecosystem integrity of the Mad Island Marsh Preserve as it is negatively impacted by shipping vessels along the Gulf Intercoastal Waterway.

Carancahua Bay Bird Island Feasibility Study | Texas Audubon Society | Coastal Engineer | FNI helped Audubon Texas evaluate the feasibility of constructing a rookery island for colonial water birds in Matagorda Bay near the mouth of Carancahua Bay. This project takes advantage of previous work in the area and may provide multiple ecological benefits and additional nesting habitat for colonial water birds.

Galveston Back-Passing Nourishment Practices and Sediment Collector | Texas General Land Office | Coastal Engineer | FNI is developing the configuration, design and operation protocol for a full-scale (20-ft) marine sediment bedload collector system for Galveston Island, Texas. The marine sediment bedload collector system was intended to be used to harvest sand within Galveston Island's surf zone and reuse the sand beneficially to nourish critically eroding beach areas along the Galveston Island shoreline.

Bahia Grande Restoration at Laguna Atascosa National Wildlife Refuge | U.S. Fish and Wildlife Service | Coastal Engineer | 10,000 acres of wetlands along the Texas Coast, part of a large tract known as Bahia Grande, are being restored between Brownsville and Port Isabel, Texas. Provided assistance in assessing the feasibility of, and preliminary design associated with the restoration of the rookery islands and a tidal connection to the Paso Corvinas wetland in the Bahia Grande system. Nic is assisting with 30% erosion protection design for five rookery islands, preparation of preliminary cost estimates, and development of a preliminary engineering report.

Ocean Dredged Material Disposal Site | Port of Corpus Christi Authority | Coastal Engineer | FNI to provide services to numerically model the Corpus Christi ODMDS to ascertain the fate of dredged materials (e.g., fine to coarse grain sediments) and suitability of the proposed ODMDS expansion footprint to accommodate additional quantities of construction dredged material that may be generated from a future Corpus Christi Channel Deepening Project (CCCDP) or other potential new work dredging projects. Nic coupled the MPFATE and DELFT3D models to simulate the short-term dispersion and long-term fate of over 42 million CY of placed dredged material.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Jose Tapia, EIT | Coastal Hydraulics Engineer**

Jose Tapia is an FNI engineer in training at the Houston office. Coastal experience includes multiple beach nourishment projects along the East coast and Gulf of Mexico. He has topographic and hydrographic survey experience as well as construction experience.

Relevant Project Experience**Experience**

2 years

Education

BS, Ocean Engineering, Texas A&M University

Registration

Engineer-in-Training, Texas #70320

Home Office

Houston, Texas

PAV03A S2G Port Arthur CSRM | U.S. Army Corps of Engineers - Galveston District | Coastal Design Engineer | The \$4 billion Sabine to Galveston Coastal Storm Risk Management (CSRM)/Ecosystem Restoration project covers 120 miles of upper Texas coast consists of CSRM structural measures to improve the performance and resiliency of existing hurricane flood protection features including at Port Arthur (Jefferson County). FNI is leading a joint venture effort to design the levee and floodwall for the Port Arthur segment to include civil, structural and geotechnical designs, and preparation of plans and specifications for raising existing levees, building new floodwalls, providing railroad and navigation closure and impact protection structures, and repairing existing wave barriers.

Ship Island Restoration Project* | U.S. Army Corps of Engineers - Mobile District | Field Engineer and Surveyor | The Ship Island Restoration Project was a \$400 million project to reconnect a 3.5 mile cut created by hurricane Camille and Katrina. Jose was involved in guiding the hopper dredge to fill about 4 million cubic yards (CY) of material from a channel and borrow area 21 miles away.

Sea Bright Erosion Beach Nourishment Project* | U.S. Army Corps of Engineers - New York District | Field Engineer and Surveyor | Constructed a 21-mile beach nourishment project employing an 8,000 CY hopper dredge harvesting sand from the offshore Sea Bright Borrow Area source to provide a coastal storm risk management feature for the communities of Sea Bright and Long Branch, NJ. A total of 1.6 million CY of sand was pumped on the beach at a construction cost of \$31.5 million. The beach nourishment projects provided erosion control protection for communities and infrastructure in the area. Jose was involved setting up the project, surveying, ship guidance, payment submittal, and demobilization of the equipment.

North Boca Raton Coastal Restoration Project* | U.S. Army Corps of Engineers - Jacksonville District | Field Engineer and Surveyor | Constructed a \$19.5 million beach restoration project along 1.45 miles of shoreline in north Boca Raton, FL with the placement of 700,000 CY of sand harvested from an offshore sand borrow area to provide for coastal storm damage risk reduction.

Thimble Shoal Channel Project* | U.S. Army Corps of Engineers - Norfolk District | Dredge Construction Engineer | Dredged a channel improvement project for the Virginia Port Authority benefit by deepening to 56-ft the western side of Thimble Shoal Channel leading into Norfolk Harbor. Cost of construction for the dredging work is \$78 million. Jose was responsible for maintaining up to date surveys and guiding the hopper dredge to dig effectively. Jose also checked cost estimates and volumes.

**Experience prior to joining FNI*

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Nick Cecava, PE, CFM | Civil Engineer**

Nick Cecava is an Associate and Project Manager in FNI's Corpus Christi office, specializing in municipal transportation, utility and drainage design, and construction management projects. He has experience in managing large, multidiscipline project teams to complete complex projects. Nick's experience includes roadway, drainage and trail design; development plan reviews; quality control reviews; franchise utility relocation/coordination; and construction inspection. Prior to joining FNI, Nick worked for the City of Dallas Public Works and Transportation Department, and he has in-depth knowledge of municipal infrastructure systems, staff priorities and city design and permitting processes.

Experience

20 years

Education

BS, Civil Engineering, New Mexico State University

Registration

Professional Engineer, Texas #97391

Certified Floodplain Manager, #0939-06N

Home Office

Corpus Christi, Texas

Relevant Project Experience

Carancahua Bay Boat Ramp | Jackson County | Project Manager | FNI to provide design services for the rehabilitation of the Carancahua Bay Boat Ramp facility on SH 35 in Jackson County. In November 2020, it was noted that the wooden bulkhead/concrete cap system is failing, the wooden ADA dock walkways had floated away with previous storm surge, the parking lot pavement incurred damage from the surge, and there is currently not a proper way to moor boats or enter/exit boats. Recommended improvements include sheet pile bulkheading with a concrete cap, ADA compliant dock walkway with mooring bumpers and mooring cleats, parking lot pavement improvements, and new signage and striping to include a designated ADA parking space and accessible pathways on either side of the boat ramp. Additional improvements to come into compliance with GLO lease requirements, such as dredging the channel and providing proper trash receptacles will be designed.

Matagorda Bay Boat Ramp Design | Lower Colorado River Authority | Project Engineer | FNI developed design and construction documents for a boat ramp, courtesy docks, sheet pile bulkhead, concrete sidewalk, and a 30-space parking lot. FNI performed all of the work necessary to develop the plans and specifications and made site visits during construction to observe the progress of the work.

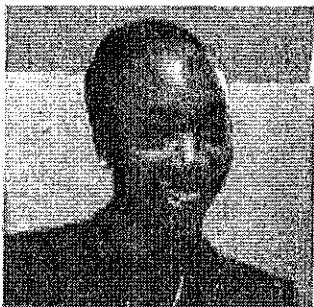
Master Channel 31 – Drainage Channel Excavation | City of Corpus Christi | Project Manager | Assessment, design and construction for 8,600 LF of drainage channel improvements to Master Channel 31 from Lipes Drive to Rodd Field Road. FNI investigated the extent of erosion along the channel and recommended improvements, including regrading, outfall slope protection and new rip-rap on the bends for erosion protection.

La Quinta Terminal Buffer Project | Port of Corpus Christi Authority | Project Manager | FNI developed conceptual plans and designs for an industrial buffer tract and a potential park (on an adjacent tract). Part of the overall industrial buffer included park amenities and is intended to buffer the City of Portland from industrial activities, as well as incorporate a shared space that provides and demonstrates a linkage of industry and community. Amenities and components included hills, treatment wetland, habitat features, hike-and-bike trails and education kiosks.

Ocean Drive Improvements (Buford to Louisiana) | City of Corpus Christi | Project Manager | Full-depth pavement repair and road diet to reduce the existing roadway from six to four lanes with the addition of bicycle lanes. Other improvements will include full traffic signalization reconstruction at four intersections, stormwater improvements, water and sanitary sewer upgrades, new curb and gutter, new sidewalks and other ADA improvements.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Kiara Horton, EI (LA) | Civil Engineer**

Kiara is a recent graduate from the University of New Orleans who has showcased her determination and passion for engineering not only by graduating with an excellent GPA, but by expanding her education with hands-on work internships. Internship experience included construction management and field operation support for a construction firm as well as roadway and drainage design support for a local design firm, and as a civil & resiliency engineering intern at FNI since January 2020. Her exceptional passion to advance in her profession has gained her a broad portfolio of skills (MS Office, ArcGIS, HEC-RAS, PCSWMM and CEDAS), and drafting experience in AutoCAD and MicroStation.

Experience

1 years

Education

BS, Environmental & Civil Engineering, University of New Orleans

Registration

Engineer Intern, Louisiana #34595

Home Office

New Orleans, Louisiana

Relevant Project Experience

PAV03A S2G Port Arthur CSRM | U.S. Army Corps of Engineers - Galveston District | Assistant Project Manager | The \$4 billion Sabine to Galveston Coastal Storm Risk Management (CSRM) project covers 120 miles of upper Texas coast consists of CSRM structural measures to improve the performance and resiliency of existing hurricane flood protection features including at Port Arthur (Jefferson County). FNI is leading a joint venture effort to design the levee and floodwall for the Port Arthur segment to include civil, structural and geotechnical designs, and preparation of plans and specifications for raising existing levees, building new floodwalls, providing railroad and navigation closure and impact protection structures, and repairing existing wave barriers.

Sabine Pass to Galveston Bay, Orange Coastal Storm Risk Management | USACE - Galveston District | Project Engineer | The Sabine to Galveston (S2G)-Orange segment includes 26.7 miles of new Coastal Storm Risk Management (CSRM) infrastructure in southeast Texas at the Sabine and Neches River floodplains from Orange to west of Orangefield, Texas. The project is being designed to improve the region's preparation for natural disasters and fortify resilience against effects of climate change, sea-level rise and extreme rainfall. FNI is a major A/E subconsultant on the S2G-Orange project and is responsible the engineering planning, design, and construction management services for segments of this project. FNI's responsibilities include civil, structural, and geotechnical engineering design support for levee and floodwall segments along the Sabine River, and, coastal engineering designs and construction materials acquisition planning for the entire project.

Coastal Support | Jefferson Parish, LA | Project Engineer | FNI is providing coastal engineering, consulting services and staff augmentation on an as-needed basis for work throughout Jefferson Parish. Services include coastal planning and design (civil, hydraulic, hydrologic and environmental), mapping, CAD support and bidding and construction administration services related to coastal protection and restoration.

Third-Party Contractor EIS for Channel Improvements | Port of Corpus Christi Authority | Project Engineer | FNI is working for PCCA to prepare an EIS for approval from the USACE to conduct dredge and fill activities to deepen a portion of the Corpus Christi Ship Channel (CCSC) to accommodate fully-laden very large crude carriers (VLCCs); ultimately addressing the challenges of transporting liquid petroleum products in a safe, efficient, and environmentally acceptable manner. FNI's scope include compiling and reviewing literature, technical publications and environmental studies or reports of findings; conducting fieldwork and preparing technical studies in support of the EIS; assisting the USACE with public meetings/hearings; and preparing the NEPA documents, including reproduction, distribution/public posting and mailings.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Experience

18 years

Education

MS, Wildlife Ecology, Texas A&M University

BS, Wildlife Ecology, Texas A&M University

Home Office

Austin, Texas

Tom Dixon | Environmental (Permits)

Tom Dixon is a project manager, ecologist, and the Central Texas Environmental Team Lead for FNI. He has nearly 20 years of experience with emphasis on wildlife habitat management, wetland ecology, ecological processes and functions, and how these topics pertain to project planning, design, and environmental regulatory compliance. Prior to FNI, he conducted research and provided habitat management recommendations regarding federally-listed species for the energy industry and the U.S. Navy. His main experiences involve work with federal and state agencies, river authorities, municipalities, energy development (e.g., transmission routing, oil and gas exploration, wind project planning), transportation improvements (ports, roads, rail, navigation channels) and wetland and coastal restoration. Most work pertains to compliance with National Environmental Policy Act (NEPA), Clean Water Act, Endangered Species Act, Rivers and Harbors Act and Coastal Zone Management Act.

Relevant Project Experience

Carancahua Bay Boat Ramp Facility Improvements | Jackson County | Project Scientist | Jackson County's boat ramp on Carancahua Bay has been damaged by a series of coastal storms and needs repair. FNI is assisting Jackson County with design and construction of facility repairs, including pavement, bulkheads, boat ramp, and ADA compliant access. Tom is leading the efforts to secure USACE authorizations to perform the rehabilitations and maintenance dredging.

South Texas Gateway Terminal | Buckeye Partners, LP | Lead Scientist | Tom led all efforts to obtain Section 408/404/10 permitting authorizations from USACE for the construction of a Very Large Crude Carrier (VLCC) terminal near Corpus Christi, Texas. Project components include two berths, dredging of a federal channel, beneficial use, and mitigation. Efforts have included all work to obtain USACE authorizations, including coordination, meeting facilitation, DMPA planning, wetland delineations, mitigation planning, Real Estate applications, sediment sampling, and other efforts. Mitigation will include a wetlands hydrological improvement project that will enhance a 350-acre estuarine complex to compensate for minor impacts to seagrass.

Berths 7, 8 and 9 Expansion and Stauffer Channel Dredging | Moffatt & Nichol | Ecologist | Provided support to obtain Section 408/404/10 permitting authorizations from USACE for the expansion of two new berths, development of backlands, and modifications to the existing levee and pump system within Port Freeport. The project includes gaining support of the local levee sponsor, coordinating with multiple engineering firms to obtain all of the required information for the permit submittal, and leading discussions with USACE. Tom led all efforts to obtain USACE authorization for the project.

East Quay Dredging | Keppel AmFELS and Port of Brownsville | Project Scientist | Tom led efforts to obtain USACE authorization for Keppel AmFELS to dredge a -90 ft deep hole for launching two new container ships within the Brownsville Ship Channel. The efforts required a Section 408 Permission Request and USACE Real Estate Outgrant to use a federal Placement Area. Sediment testing was performed, with the Sample Analysis Plan being approved by USACE. FNI help Keppel navigate USACE concerns with a minor level of a constituent present in sediment samples.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**David Buzan | Environmental (Ecology)**

David Buzan is an Aquatic Ecologist in FNI's Environmental Science group. His experience includes assessment and management of marine, estuarine and freshwater ecosystems; water quality and quantity monitoring and analysis; permitting issues; oil and chemical spill investigations; and fish kill investigations. David gained much of his environmental and regulatory experience through 28 years employment with Texas Parks and Wildlife Department and the Texas Commission on Environmental Quality.

Relevant Project Experience**Experience**

43 years

EducationMS, Biology, Southwest
Texas State UniversityBS, Fisheries Science, Texas
A&M University**Home Office**

Austin, Texas

Schicke Point Living Shoreline | Private Landowner | Project Manager | FNI
provided design and construction of a 1.3-mile living shoreline to provide the substrate for oyster colonization and hard reef habitat while protecting more than 30 acres of intertidal marsh in Matagorda Bay.

Mad Island Marsh Preserve Shoreline Protection and Restoration | The Nature Conservancy | Project Manager | FNI is providing technical services, project management and engineering services for The Nature Conservancy's (TNC) Mad Island Marsh Preserve Shoreline Protection and Coastal Ecosystem Restoration project, which is being funded by the National Fish and Wildlife Foundation (NFWF) through its Gulf Environmental Benefit Fund. The project seeks to protect the shoreline and ecosystem integrity of the Mad Island Marsh Preserve as it is negatively impacted by shipping vessels along the Gulf Intracoastal Waterway.

MIMP Breakwater | The Nature Conservancy | Assistant Project Manager |
Developing 60% design package for a breakwater along the GIWW near Mad Island Marsh Preserve to protect from barge wakes, tidal influence, and storm-driven waves as well as promote the accumulation of sediment behind the breakwater to increase marsh habitat.

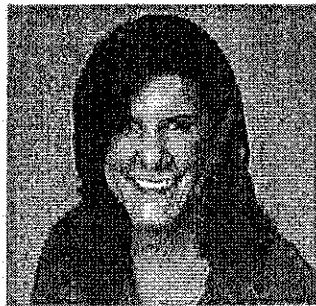
Chester Island Shoreline Protection | Atkins North America, Inc. | Project Manager |
As a subconsultant, FNI assisted the Audubon Society and the USFWS during 2014 to develop a conceptual design and alternatives for protecting and expanding this important colonial water bird nesting island in Matagorda Bay, Texas. The project also included development of a Task Force team to assist in the permitting design and approaches.

Oyster Restoration Feasibility | Texas General Land Office | Project Manager |
FNI is managing a project for the GLO and the Deepwater Horizon Natural Resource Damage Assessment Trustee Implementation Group's Oyster committee to restore two oyster reefs in Galveston Bay.

Coastal Texas Restoration Study IFR/EIS | Texas General Land Office | Project Scientist |
The Texas GLO, in partnership with the USACE, is preparing an Integrated Feasibility Report (IFR) and Environmental Impact Statement (EIS) for the Coastal Texas Protection and Restoration Study (Coastal Texas Study). The Coastal Texas Study will present Coastal Storm Risk Management (CSRM) and Ecosystem Restoration (ER) measures and features for the protection, conservation, and restoration of wetlands, barrier islands, shorelines, and related features that protect resources from the impacts of coastal storms, hurricanes, erosion and subsidence.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Lisa Vitale, FP-C | Environmental (NEPA Documentation)**

Lisa Vitale is a Marine Biologist/Project Manager in FNI's Environmental Science group. Her fields of experience and research include assessing marine, estuarine and freshwater environments; identification of aquatic organisms; water quality monitoring and analysis; threatened and endangered species issues; the study of anthropogenic effects on aquatic ecosystems; document technical editing; management of NEPA documents; and project management. Lisa has gained experience in the field performing assessments on marine and freshwater systems to assess their physical, chemical and biological characteristics. She works in NEPA compliance and has experience managing and preparing large environmental impact statements (EIS) for the USACE. Her NEPA compliance experience has focused on coastal projects in Texas, Louisiana, and Mississippi and has included container facilities, navigation improvement, flood damage reduction, shoreline erosion/storm damage reduction, and facilities expansion. She has written Essential Fish Habitat (EFH) assessments (under the Magnuson-Stevens Act) for EISs along the Texas and Mississippi coasts. She has experience in interpretation of biological and chemical data and report preparation. Lisa also has experience in coral reef research and monitoring, including ecological processes, community structure, and the diversity of organisms inhabiting coral reefs and associated environments.

Experience

24 years

Education

MS, Marine Biology, Texas A&M University - Corpus Christi

BS, Marine Biology, University of Texas at Austin

Registration

Certified Fisheries Professional, #3471

Home Office

Austin, Texas

Relevant Project Experience

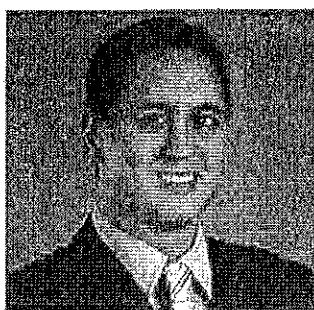
Corpus Christi Ship Channel Deepening Project EIS (Third-Party) | Port of Corpus Christi Authority | Project Manager/Lead Marine Scientist | This project involves preparing an EIS that addresses potential impacts associated with the proposed channel deepening that are intended to improve efficiency of the deep-draft navigation system while protecting environmental resources. Lisa is responsible for team coordination, project team communication, technical editing, document coordination and preparation of the draft and final EIS, document QA/QC, preparation of and attendance at public meetings, comment responses, and coordination with the USACE and other state and federal agencies. Lisa also wrote the marine communities baseline, environmental consequences, and EFH sections of the EIS.

Coastal Texas Restoration Study Integrated Feasibility Report/FR/EIS | Texas General Land Office | Assistant Project Manager/NEPA Technical Lead | Lisa worked on a study developing an array of alternatives to address both ecosystem restoration (ER) and coastal storm risk management (CSRM) opportunities covering the entire Texas coast. Lisa wrote the marine communities baseline, environmental consequences and EFH Assessment for the NMFS of the EIS. She was responsible for client coordination, team coordination, project team communication, technical editing, document coordination and preparation, document QA/QC, preparation of and attendance at public meetings, comment responses, coordination with the USACE/GLO and other state and federal agencies. Lisa managed a diverse group of technical staff and subconsultants. This project required extensive coordination between the client (GLO) and the USACE, who will ultimately accept the work effort.

Berths 7, 8 and 9 Environmental and Permitting Services | Port Freeport | QA/QC | Lisa worked on an EA to support environmental permitting services for the Port Freeport Expansion Project. She is responsible for preparation of an EA to support Section 408 and Section 404/10 permits. Her responsibilities include coordination with state and federal agencies, preparing the marine resources section of the EA, technical editing, document coordination and preparation, and overseeing the report for all environmental resources.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Russ Springer, PE | Geotechnical Engineer**

Russ Springer is a Geotechnical Engineer in FNI's Water Resources Design Group. He provides expertise on water resources projects, including dam investigations, levee certifications and geotechnical investigations. His experience includes field and laboratory geotechnical investigations, seepage and slope stability analyses, and structure stability and settlement.

Relevant Project Experience

Geotech for Industrial Reservoir | Gulf Coast Water Authority | Geotechnical Engineer | FNI performed field engineering support during the drilling of 400 lineal feet of soil borings and oversaw the development of three piezometers at the Industrial Reservoir for the Gulf Coast Water Authority.

Industrial Reservoir Preliminary Design | Gulf Coast Water Authority | Project Engineer | Preliminary engineering analyses to rehabilitate or replace the existing low-flow structures associated with the off-channel terminal storage reservoir. Based on the poor existing condition of the concrete structures and corrugated metal pipe conduits, FNI recommended replacement of the structure to maximize dam safety and operations. FNI produced 3-D renderings of the design options for use in the PER and final design drawings, as well as to effectively communicate the replacement options to GCWA's industrial customers.

Highlands Reservoir Improvements | San Jacinto River Authority | Project Engineer | Design for 15,000 LF of embankment improvements for the restoration of a jurisdictional off-channel reservoir dam, as well as an investigation of environmental issues. The project included design of 13,000 LF of hurricane-rated slope armoring, 10,000 LF of raised embankment crest, conversion of 8,000 LF of embankment into an earthen weir, a new emergency spillway structure and two new low-flow outlets. FNI's cost-effective design saved \$2 million on a \$6.5-million project.

Highlands East Canal Transfer Pump Station | San Jacinto River Authority | Project Engineer | Fast-track design of a 9-MGD pump station to transfer water from Coastal Water Authority's (CWA) Main Canal into the SJRA's East Canal. The project includes an intake structure on the CWA canal, two pumps to provide a firm capacity of 9 MGD, additional pump slots for future expansion, an enclosed pump station and electrical room, natural gas generator for reliability, site piping and discharge structure.

Drainage Channel Rehabilitation | Clear Brook City Municipal Utility District | Project Engineer | FNI provided design services for the rehabilitation and stabilization of approximately 2,100 LF of detention basin after a 120 LF section of the reinforced concrete basin slope failed, causing damage to adjacent backyards and potentially damaging utilities within the area. The detention basin is split into an upstream basin and a downstream basin with both portions collecting drainage from surrounding areas. The basins are hydraulically connected by a reinforced-concrete box culvert (RCB) and drain through a 48-inch reinforced concrete pipe (RCP), which outfalls into the HCFCD A120-00-00 Channel.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Tyler Henneke, PE | Geotechnical Engineer**

Tyler Henneke's responsibilities include coordinating, supervising, managing and performing all phases of geotechnical engineering services, construction materials testing services and deep foundation testing services for TWE's Beaumont, Texas office.

As Vice President Tyler is responsible for Beaumont, Texas office operations which includes geotechnical engineering, construction materials testing and deep foundations testing services. He is also responsible for coordinating intercompany departments from Houston, Texas office which include engineering, geophysical and deep foundation testing assignments across the Texas and Louisiana Gulf Coast region. Personnel under Tyler's direction include licensed professional engineers, engineers-in-training, project managers, staff professionals, engineering assistants, laboratory technicians, field technicians, licensed drillers, driller helpers and administrative assistants. While Branch Manager, Tyler was responsible for a network of over 55 personnel involved in the geotechnical engineering, construction materials testing and deep foundations testing fields. He is the main client and Owner interface for TWE Beaumont office.

Experience

13 years

Education

BS, Civil Engineering, Lamar University

Registration

Professional Engineer, Texas #115724

Home Office

Beaumont, Texas

Relevant Project Experience

Proposed Bulkhead Improvements | Sabine Pass Port Authority | Project Manager | The project included improvements to an existing sheet pile bulkhead system and construction of a new concession stand building at the Sabine Pass Port Authority in Sabine Pass, Texas.

Proposed Dock Expansion | Arceneaux, Wilson & Cole, LLC (AWC) | Senior Project Manager | The project included the design and construction of a proposed dock expansion located at the Sabine Pass Port Authority (SPPA) in Port Arthur, Texas. The dock structures were to be supported on precast concrete piles.

Grain Dock Wharf Replacement | Lanier & Associates Consulting Engineers, Inc. (L&A) | Senior Project Manager | The project included the design and construction of a new ship dock wharf and protective structures and a new dredged embankment at the Port of Beaumont in Beaumont, Texas.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Experience

10 years

Education

BS, Civil Engineering, Texas Tech University

Registration

Professional Engineer, Texas #132671

Home Office

Beaumont, Texas

Armando Gomez, Jr., PE | Geotechnical Engineer



Armando Gomez's responsibilities include coordinating, supervising, managing and performing all phases of geotechnical engineering services and construction materials testing services for TWE's Beaumont, Texas office.

As Branch Manager Armando is responsible for a network of over 55 personnel involved in the geotechnical engineering, construction materials testing and deep foundations testing fields. Personnel under Armando's direction include licensed professional engineers, project managers, staff professionals, engineering assistants, laboratory technicians, field technicians, licensed drillers, driller helpers and administrative assistants. He has communicated with Clients and Owners and attended project meetings. Armando has experience in compiling geotechnical proposals and reports for residential, commercial, institution, municipal, industrial and petrochemical projects. He also served as Geotechnical Department Manager and is experienced in project management including direct oversight of field, laboratory and office personnel. Armando's responsibilities include compiling geotechnical proposals and reports for residential, commercial, institution, municipal, industrial and petrochemical projects.

Relevant Project Experience

Proposed Bulkhead Improvements | Sabine Pass Port Authority | Staff Engineer | The project included improvements to an existing sheet pile bulkhead system and construction of a new concession stand building at the Sabine Pass Port Authority in Sabine Pass, Texas.

Proposed Dock Expansion | Arceneaux, Wilson & Cole, LLC (AWC) | Project Manager | The project included the design and construction of a proposed dock expansion located at the Sabine Pass Port Authority (SPPA) in Port Arthur, Texas. The dock structures were to be supported on precast concrete piles.

Grain Dock Wharf Replacement | Lanier & Associates Consulting Engineers, Inc. (L&A) | Project Manager | The project included the design and construction of a new ship dock wharf and protective structures and a new dredged embankment at the Port of Beaumont in Beaumont, Texas.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Andrew Turnbough, CMIT | Cost Estimator**

Andrew Turnbough is part of FNI's Construction Services Group in our Houston office which provides full-time construction management and inspection services. Since joining FNI, Andrew provides construction cost estimating services to various municipal, state, and federal clients engaged in construction and rehabilitation projects for pump station/treatment plants, storage tanks, water lines/sewer lines, and channel/levee projects. Prior to joining FNI, Andrew was involved in various nonprofit/community service outreach programs and customer service/sales industries, while completing his Bachelor's Degree in Construction Management.

Experience

4 years

Education

BS, Construction Management, University of Houston

AA, Speech Communications, McLennan Community College

Registration

Construction Manager in Training

Home Office

Houston, Texas

Relevant Project Experience

Water Line Resiliency Study | City of Beaumont | Cost Estimator | FNI evaluated the alternatives to increase resiliency in the water transmission system for the City of Beaumont. This project considered alternatives including installation of additional isolation valves, redundant water transmission lines delivering water to different locations within the distribution system and other appropriate options.

Restoration and Mitigation of Shannon Pumping Plant | Gulf Coast Water Authority | Cost Estimator | FNI is performing preliminary/conceptual level design for restoration of the Shannon Pumping Station for Gulf Coast Water Authority.

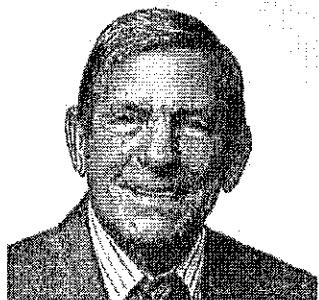
San Jacinto River Sand Trap Development Conceptual Design | San Jacinto River Authority | Cost Estimator | FNI is providing the conceptual design of sediment trapping facilities located in the West Fork San Jacinto mainstem and the East Fork San Jacinto mainstem to reduce sediment loads from flowing into Lake Houston. The study includes the assessment of potential trapping facilities sites and then rank these sites using implementation strategies and efficacy.

Disaster Mitigation for Wastewater Facilities Induced by Hurricane Harvey, Package 4 | City of Houston | Cost Estimator | FNI is coordinating a team of 10 engineering firms to develop wastewater collection and treatment system mitigation alternatives and preliminary designs for facilities across the east side of the City of Houston's service area. Over an 8-month period, the team has developed system master plans, collection and WWTP improvement plans, five preliminary engineering reports and additional engineering design to support six independent Level 4 AACE cost estimates. The recommended improvements will be presented to FEMA for further review and approval.

Huntsville Pump Stations, Water Lines, and Elevated Storage Tank | City of Huntsville | Construction Manager/Inspection | FNI provided the design of a 4,800-GPM booster pump station at Lower Pressure Plane Pump Station, a 7,800-GPM booster pump station at Palm Street Pump Station and a 2-MG ground storage tank, replacement of booster pumps at Spring Lake Pump Station to support the City's plan to create a lower pressure plane and improve distribution system fire flows, pressures, and operations and maintenance. Additionally, FNI provided the design of approximately 6 miles of 12-inch to 24-inch water line throughout the City of Huntsville to reorganize their water distribution system.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Bob Lund | Construction Inspector**

Bob Lund is a Senior Resident Project Representative for FNI's Construction Services Department in our Houston office. Prior to joining FNI, Bob served both in the private sector and for the Texas Department of Transportation. Bob has extensive experience in concrete testing, reinforcing steel inspection, post-tensioning inspections, and soils. His experience includes performing construction inspection and construction contract administration for the construction of roadways, concrete structures, water lines, sewer lines, storm sewer lines, bridges, and channel improvements.

Relevant Project Experience

Experience
35 years

Home Office
Houston, Texas

CEI ARP Roads 1 & 2 | Brazoria County | Project Team | FNI to provide CEI for multiple asphalt roadway reconstructions for Brazoria County.

Flood Control Program | Harris County Flood Control District | Construction Manager | FNI served as an extension of Harris County Flood Control District's (HCFCD) engineering and environmental staff to manage their federally funded Disaster Recovery Program, providing on-call program management services county-wide over a multiyear period. Services included preliminary damage assessment, GIS data management, work plan development, grant and funding procurement and construction phase services. The Disaster Recovery Program responded to infrastructure damages sustained during the April 2016 Tax Day storm event, Hurricane Harvey in 2017 and Tropical Storm Imelda in 2019.

Lewis Creek Cofferdam Construction Support | Entergy Texas, Inc. | Project Team | FNI provided construction support services during the installation of a cellular cofferdam and monitoring of instrumentation during installation.

Various Projects* | Texas Department of Transportation | Senior Inspector/Chief Inspector | The scope of services provided included the inspection of Maguire projects within the Waco district. Inspections include concrete structures bridges, storm drain, concrete paving, E walls, Excavation, Embankment, Hot mix asphalt Paving and Chief Inspector concrete paving. Inspection of Electrical systems such as lighting and signals. Inspection of Buildings and security systems (Ft. Hood Tx.). Inspection of utility systems and the monitoring of Environmental compliance with TCEQ and EPA and RE-Vegetation stabilization of soils on the project. Conducted sampling and testing of concrete, asphalt, and soils and tested lighting and signal systems and their components. Maintain records of payment for items completed in accordance with plans and specifications and ensure that all materials meet the requirements as set forth in the contract. Monitor the progress of the project with the contractor and Engineers on the project. Maintain records of complaints with regards to DBE and HUB contractor activities to ensure compliance. Other projects included the expansion of IH 35 from Sun valley to New road, Expansion of IH 35 from Troy to Bruceville Eddy, Extension of SH 195 on to Fort Hood to include the construct of the new gate and all of the facilities and security, ramp reversal us 190 at Killeen, TX, creation of FM 1715 Lampasas CO, expansion of US190 Lampasas CO, and numerous small off system bridges and highway projects in Mills, San Saba, Lampasas, Bell and McLennan counties.

*Experience prior to joining FNI

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project

**Aaron Yoho | Surveyor (Hydro)****Relevant Project Experience**

Texas and Louisiana Offshore Pipeline Survey 0-15 feet, Williams Pipeline | Operations Manager | Hydrographic survey of pipelines along the Texas and Louisiana coast lines to ensure depth of coverage met government guidelines. Field work included multibeam echo soundings, side scan sonar imaging, and sub-bottom profiling techniques. Aaron was the Senior Party Chief on the project. He coordinated the team members in the field and oversaw the quality of the data collection.

Brazos River Hydrographic Survey | Mammoth | Operations Manager | Hydrographic survey of 10 miles along the Brazos River to obtain bottom elevation information to ensure a roll/on roll/off barge could traverse the river with a large load to the destination dock. Field work included the collection of multibeam echo soundings. Aaron was the Senior Party Chief on the project and was responsible for the crew and the quality of the data collection.

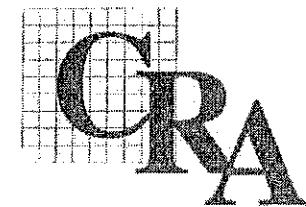
Cedar Bayou | Cedar Bayou Navigation District | Operations Manager | Hydrographic survey of 14.5 miles of Cedar Bayou to determine the extent of siltation along the bayou resulting from hurricane Harvey. The project consisted of both single beam and multibeam depth sounding techniques. Aaron was the Senior Party Chief on the project and was responsible for the crew and the quality of the data collection.

Kevin Arcieri | Surveyor (Hydro)**Relevant Project Experience**

Silt Survey at Lake Clark Impoundment, Susquehanna River | Surveyor | Single beam survey of a portion of the Susquehanna River and the dam fore bay conducted every 5 years. The object of the survey is to repeat historic cross-sections and superimpose on pre-construction topography to determine the amount of silt and water within the impoundment area. Data is recorded and processed using Hypack software, Imported into Surfer software to produce colored contours on a 1ft. interval and exported as a .dxf file for use in Bentley Microstation for production of the final drawings utilizing SID files for background reference. Kevin was responsible for the data quality and safety of all crew members, equipment, and survey boat.

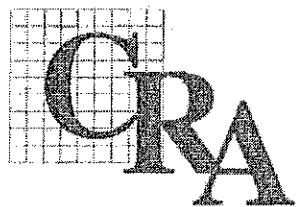
San Jacinto River | Surveyor | Multibeam survey conducted using a R2Sonic 2022 operating at 200 kHz of approximately 12 miles of the river. A Trimble RTK GPS system was used for positioning on the 26 ft. aluminum Scully survey boat. Data was collected using Hypack software. Kevin was responsible for the data quality and safety of all crew members, equipment, and survey boat. The purpose of this project was to obtain bottom elevations of the riverbed so the client could determine if they could float a barge through the surveyed section.

Battleship Texas | Surveyor | Multibeam survey performed to obtain bottom elevations within the slip where the Battleship is docked using a R2Sonic 2022 operating at 200 kHz. A high-resolution scan of the hull was performed using the R2Sonic 2022 operating at 700 kHz to determine the size and locations of any and all holes in the hull. Data was collected using Hypack software. Sediment Samples were collected from the slip where the ship is currently docked using our electric Vibrocore on our purpose-built pontoon with an A-frame. Kevin was responsible for the quality of the multibeam survey data on the hydrographic portion of the survey and maintaining position on the pontoon boat for accurate sampling of the sediments.



Experience
13 years

Home Office
Houston, Texas



Experience
8 years

Home Office
Houston, Texas

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Experience
10 years

Education:
BA, Geography, University of Texas at Austin

Registration:
Registered Professional Land Surveyor, #6654

Home Office
Austin, Texas

Brandon Absher, RPLS | Surveyor (Topo)



Brandon Absher has over 10 years in land surveying, GIS, and Project Management. He has worked in multiple fields including transportation, oil and gas, electric transmission, and electric distribution. As a Registered Professional Land Surveyor, he has necessary skills to locate and establish right-of-way (ROW) lines, as well as effectively manage field crew and office operations on any project. He has prepared ROW maps and drawings for city, county, and state projects. His experience includes managing and coordinating a large variety of transportation projects, in rural and urban areas, including ROW surveys, topographic surveys, control surveys, construction lay out, and surplus ROW surveys. His project locations have been across the state of Texas including projects that range as far South as Cameron County, and as far North as Wheeler County.

Relevant Project Experience

Wharton Flood Reduction Project- Levee Lower Colorado River | City of Wharton | Survey Project Manager | Coordinated with USACE and other consultants to deliver the survey documents required for acquisition of the ROW needed to construct the approximately 2-mile-long levee project. Worked closely with all team members to ensure successful acquisition of the required parcels.

US 59 in Wharton | TxDOT Yoakum District | Survey Project Manager | In the process of coordinating the ROW and topographic surveying for approximately 8 miles of existing US 59. Tasked with supplying survey documents necessary for parcel acquisition to expand the ROW. Worked with landowners to obtain right of entry for the surveying effort, as well as environmental, geotechnical, utility engineering and other team members. Set control and performed supplemental ground surveying to fill void areas and improve the LiDAR flight performed across the project area.

SH 249 Extension Design Build | Parsons Corporation and TxDOT | Survey Project Manager | As part of the design team on this 24-mile new location highway, we were tasked with verifying and supplementing aerial flight survey data, setting additional control for construction, performing hydraulic cross sections of streams and surveying all intersecting streets. Being a design build project, time lines were critical and required close coordination with the design build team and the surveying team to ensure all deadlines were met and information needed was delivered as soon as possible. Aside from topographic survey, CivilCorp was tasked with surveying the railroad right of way and creating exhibits needed for permitting.

US 59 in El Campo, from FM 1163 to SH 71 | TxDOT Yoakum District | Survey Project Manager | Coordinated the completion of ROW maps, parcel plats, and parcel descriptions. The project included establishing the ROW and property lines on over 45 parcels, tracking and locating underground utilities through coordination with underground locate companies, establishing additional control throughout the project areas and providing a supplemental ground survey.

US 59, Corrigan By-Pass | TxDOT Lufkin District | Survey Project Manager | Collected topographic survey data for a new location roadway through heavy vegetation and tree farms. This project required out of the box thinking to meet project deadlines, including the use of a hydro axe/skidsteer to clear areas for line of sight. This new location project required property descriptions for over 30 ROW parcels and control throughout. Required coordination with affected landowners to acquire permission for entry into property to survey, as well as other services.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



ADDITIONAL INFORMATION

FNI has been involved in the following litigation in the last 10 years:

- Plaintiff filed personal injury lawsuit against municipal client and other entities involved in the construction of a project. FNI was a subconsultant and had a small role in project design and management. FNI was dismissed from the suit.
- FNI was named in a suit that claimed materials used during construction of a dam stabilization project failed to alleviate an erosion issue at the dam. FNI resolved this issue through mediation.
- FNI designed an elevated water storage tank that incorporated wind energy features requested by the client. The wind energy features did not perform to the satisfaction of the client. The client initiated litigation against the manufacturer, contractor and FNI. FNI resolved this issue through mediation.
- A lawsuit alleged FNI was not clear on the placement of a fire hydrant in its design. In a related suit, court documents revealed that seven teenagers got into a five-person vehicle after all had been drinking. The driver hit the fire hydrant while speeding at over twice the posted speed limit and wrecked the vehicle. The driver was intoxicated at the time of the accident and was later sentenced on charges for aggravated assault and manslaughter. FNI resolved this issue through mediation.
- FNI hired a consultant to perform services for a municipality as part of a project team. The consultant's services did not meet the quality level that FNI or its client required for the project to be successful. Client asked FNI to remove the consultant from the project team. As a result, the client did not pay FNI for the consultant's services. FNI hired another consultant to perform the work and the project was completed successfully. The original consultant sued FNI for non-payment. FNI resolved this issue through mediation.
- Contractor sued FNI's municipal client over issues related to the construction of a treatment plant. FNI provided construction management services and another engineering firm provided the design. FNI and its client entered into a joint defense and cooperation agreement. FNI was dismissed from the suit.
- A private homeowner experienced flooding of his property. FNI provided plat review for the municipality to determine whether the developer plans met current code. The developer/contractor built unapproved temporary access roads that contributed to the flooding. FNI was dismissed from the suit.
- FNI designed improvements for an easement area adjacent to a homeowner's property. The homeowner experienced flooding events after improvements. FNI resolved this issue through mediation.
- FNI designed emergency repairs to the Spring Lake Dam and Spillway. After the repairs were constructed, a restaurant employee jumped off a balcony into the spillway and drowned. FNI was one of several defendants in the case. FNI resolved this issue through mediation.
- An out-of-state architect was sued by its local client. The out-of-state architect, in turn, sued FNI and other local firms alleging improper slope on four ADA-accessible parking spots designed in the mid '90s. FNI resolved this issue through mediation.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



APPENDIX

As requested we are including the specifications packet in its entirety. All required documents are included in this SOQ.

INSERT CERTIFICATE OF INSURANCE HERE

Note: COI should include a written notation
that "Jefferson County is an Additional
Insured"



CERTIFICATE OF LIABILITY INSURANCE

FREEAND-02

KSUTTON

DATE (MM/DD/YYYY)

9/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	
		PHONE (A/C, No. Ext):	(703) 827-2277
		FAX (A/C, No):	(703) 827-2279
		E-MAIL ADDRESS:	admin@amesgough.com
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Hartford Underwriters Insurance Company A+ (XV)	30104
		INSURER B : Twin City Fire Insurance Company A+ (XV)	29459
		INSURER C : Hartford Casualty Insurance Company A+ (XV)	29424
		INSURER D : Hartford Accident and Indemnity Company A+ (XV)	22357
		INSURER E : Continental Casualty Company (CNA) A, XV	20443
		INSURER F :	

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.			42UUNOL5238	10/23/2020	10/23/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							OTHER:	\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENOL5558	10/23/2020	10/23/2021	COMBINED SINGLE LIMIT (Per accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							OTHER:	\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000			42XHUOL5240	10/23/2020	10/23/2021	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
							OTHER:	\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A			42WBOL6H3F	10/23/2020	10/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional Liab.			AEH008214422	10/23/2020	10/23/2021	Per Claim	\$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: Professional Engineering Services for Mesquite Point Public Boat Ramp Project for Jefferson County, RFQ 21-005/JW

Jefferson County, Texas is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILINGCertificate Number:
2021-807032Date Filed:
09/28/2021

Date Acknowledged:

WY 9/29/21

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Freese and Nichols, Inc.
 Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Jefferson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 RFQ 21-005
 Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Payne, Jeff	Fort Worth, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Wolfhope, John	Austin, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Cole, Scott	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Johnson, Kevin	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Stephanie Stephenson, and my date of birth is July 19, 1977.My address is 801 Cherry Street, Suite 2800, Fort Worth, TX, 76102, .
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 28th day of September, 2021.
 (month) (year)

DocuSigned by:

Stephanie Stephenson

Signature of

9A7FB3E3E0254F5...
(Declarant)

Business entity



Purchasing

Divestment Statute Lists

The Comptroller provides the following divestment lists in connection with Tex. Govt. Code 808.051External Link (HB 89, 85th R.S.)External Link, Tex. Govt. Code 2252.153External Link (SB 252, 85th R.S.)External Link, and Tex. Govt. Code 2270.0209External Link (SB 253, 85th R.S.)External Link, and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152External Link (SB 252, 85th R.S.)External Link and Tex. Govt. Code 2270.002External Link (HB 89, 85th R.S.)External Link.

- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated September 2021*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf]— *Updated November 18, 2020*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]— *Updated November 18, 2020*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf] — *Updated June 2021*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.pdf]
- FAQ for Investing Entities [comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf]

**List of Companies that Boycott Israel
Pursuant to Texas Government Code Chapter 808**

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	US0814651065
BEN & JERRY'S HOMEMADE, INC.		
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	ID000000002241186	GB00BFXWHQ29
DNB BANK ASA	ID000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS	ID000000002228977	XS1217882171
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	ID000000002137159	GB00B10RZP78
UNILEVER PLC		

Updated September 2021

2020 List of Companies Engaging in Scrutinized Business Operations in Sudan

Chapter 2270 of the Texas Government Code

Company Name	ISIN
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The United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017. As such, the U.S. Sudanese Sanctions Regulations were amended by the U.S. Office of Foreign Assets Control and authorize all transactions previously prohibited by the Regulations and Executive Orders 13067 and 13412, effective as of January 17, 2017.

However, the changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations (31 C.F.R. part 546) or Executive Orders 13400 or 13664. Accordingly, the Comptroller's office will continue monitoring for companies that meet the pertinent statutory definition of a scrutinized Company, i.e., companies that have been complicit in the Darfur genocide during any preceding 20-month period.

2020 List of Companies Engaging In Scrutinized Business Operations in Iran
Chapter 2270 of the Texas Government Code

COMPANY NAME	ISIN
AF Poyry AB	SE0005999836
Beiqi Foton Motor Co., Ltd.	CNE000000WC6
Bharat Petroleum Corporation Ltd.	INE029A01011
China Railway Group Ltd	CNE100000866
ENEOS Holdings, Inc. f/k/a JXTG Holdings Inc	JP3386450005
Glencore plc	JE00B4T3BW64
Hindustan Petroleum Corporation Ltd.	INE094A01015
Hyundai Motor	KR7005380001
Indian Oil Corporation Ltd.	INE242A01010
Jindal Steel & Power Ltd.	INE749A01030
Lloyds Banking Group plc	GB0008706128
Man SE	DE0005937007
Mangalore Refinery & Petrochemicals Ltd.	INE103A01014
Norinco Intl Cooperation Ltd	CNE000000VZ9
Oil & Natural Gas Corporation Ltd.	INE213A01029
Power Construction Corporation of China, Ltd.	CNE1000017G1
RELX PLC	GB00B2B0DG97
Renault S.A.	FR0000131906
Sinopec Engineering (Group) Co Ltd	CNE100001NV2
Telecom Italia	IT0003497168
Vodafone Group plc	GB00BH4HKS39
Zhejiang Shibao Co., Ltd.	CNE100001MJ9

List of Designated Foreign Terrorist Organizations Pursuant to Texas Government Code Chapter 2270

Organization	Organization
Abdullah Azzam Brigades (AAZ)	ESL-Kherasan (ESL-K)
Abu Sayyaf Group (ASG)	ESL-Bangladesh
Al-Ansa Martyrs Brigade (AMB)	ES-SO RC
Al-Ashraf Brigades (AAB)	ES-S-Greater Sahara
Al-Abuluthamun Battalion (AMB)	ES-S-Mozambique
al-Nusrah Front	ES-S-Philippines
al-Qa'ida (AQ)	ES-S-West Africa
al-Qa'ida in the Arabian Peninsula (AQAP)	Islamic Jihad Union (IJU)
Al-Qa'ida in the Indian Subcontinent	Islamic Movement of Uzbekistan (IMU)
al-Qa'ida in the Islamic Maghreb (AQIM)	Islamic Revolutionary Guard Corps (IRGC)
al-Shabaab	Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
Ansar al-Dine (AAD)	Islamic State of Iraq and the Levant's Branch in Libya (ISL-Libya)
Ansar al-Islam (AAI)	Jahsh-e-Mohammed (JEM)
Ansar al-Shari'a in Benghazi	Jamaat Nurul Islam wal Muslimin (JIN)
Ansar al-Shari'a in Darraah	Jaysh al-Adl (formerly Jundallah)
Ansar al-Shari'a in Tunisia	Jaysh Rijal-Tariq al-Naqshbandi (JRTN)
Aisaru	Jemah Anshorut Taufid (JAT)
Army of Islam (AO)	Jemaa'at Islamiyya (JI)
Asaib Ahl al-Haq (AAH)	Kahane Chai (Kach)
Asbat al-Ansar (AAA)	Kata'ib Hizballah (KH)
Aurm Shirkat (AUM)	Kurdistan Workers Party (PKK, aka Kongra-Gel)
Basque Fatherland and Liberty (ETA)	Lashkar-i-Jhangvi (LJ)
Boko Haram	Lashkar-e-Tayyiba (LeT)
Communist Party of the Philippines/New People's Army (CPP/NPA)	Liberation Tigers of Tamil Eelam (LTTE)
Continuity Irish Republican Army (CIRA)	Mujahidin Shura Council in the Environs of Jerusalem (MSC)
Gama'a al-Islamiyya (Islamic Group - IG)	National Liberation Army (ELN)
HAMAS	Palestine Islamic Jihad (PIJ)
Haqqani Network (HQN)	Palestine Liberation Front (PLF)
Harakat Sawa'd Misr (HASM)	PFPI-General Command (PFPI-GC)
Harakat ul-Jihad-i-Islami (HJI)	Popular Front for the Liberation of Palestine (PFLP)
Harakat ul-Mujahidin (HJM)	Real Irish Republican Army (RIRA)
Hibballah	Revolutionary Armed Forces of Colombia (FARC)
Hizbul Mujahideen (HM)	Revolutionary People's Liberation Party/Front (D-HKP/C)
Indian Mujahideen (IM)	Revolutionary Struggle (RS)
ISTL Sinai Province (formerly Ansar Bayt al-Maqdis)	Shining Path (SL)
	Tehrik-e-Taliban Pakistan (TTP)

Source: U.S. Department of State: <https://state.gov/foreign-terrorist-organizations/>

Updated June 2021

**List of Companies Engaging in Scrutinized Business Operations
With a Designated Foreign Terrorist Organization
pursuant to Texas Government Code Chapter 2270**

COMPANY NAME
No Companies Identified

Updated June 2021



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

March 23, 2021.

Request for Statements of Qualification (RFQ 21-005/JW)
Professional Engineering Services for Mesquite Point Public Boat Ramp Project
for Jefferson County

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with (RFQ 21-005/JW) Professional Engineering Services for Mesquite Point Public Boat Ramp for Jefferson County. Jefferson County is requesting statements of qualifications from qualified firms to provide professional engineering services for the removal and replacement of the Mesquite Point Public Boat Ramp. Funding for this project is through grant funds provided by the Texas Parks and Wildlife Department (TPWD) (Contract No. CA-0000997).

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County website at: <https://www.co.jefferson.tx.us/Purchasing/>

All submittals shall be evaluated by a Review/Selection Committee. The Review/Selection Committee will evaluate submissions to this request and select the firm most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, April 21, 2021. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us

REQUEST NAME: Professional Engineering Services for Mesquite Point Public Boat Ramp Project
 for Jefferson County

REQUEST NO.: RFQ 21-005/JW

DUE DATE/TIME: 11:00 am CT, Wednesday, April 21, 2021

MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, TX 77701

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

We look forward to your active participation in this solicitation.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: March 24, 2021 & March 31, 2021

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APPENDIX A – EXHIBITS AND TPWD SPECIFICATIONS	ATTACHMENT

RFQ Submissions:

Respondent is responsible for submitting:

- One (1) Original Response Copy and (5) Numbered Response Copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Additionally, Respondent must monitor the Jefferson County Purchasing Department Website (below) to check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

Request for Statements of Qualification (RFQ 21-005/JW) Professional Engineering Services for Mesquite Point Public Boat Ramp Project for Jefferson County

Section 1. Introduction and Scope of Services

Jefferson County is requesting statements of qualifications from Engineering Firms to provide Professional Engineering Services associated with a project to remove and replace the Mesquite Point Public Boat Ramp on the south side of Hwy 82 to include but not be limited to: the removal of existing finger piers and boat ramp materials and the construction of new finger piers and ramps. New Finger piers and ramps to be designed and constructed further inland to provide protection from tidal and wave action during boat launching. Additionally, this project includes the construction of two 80-foot protective stone jetties on the north side of the north ramp and south side of the south ramp as shown in the Exhibits in Appendix A, as budget allows. Additional project information may be found in **APPENDIX A** (attached).

Expected Engineering Scope of Services:

The successful respondent is expected to provide all engineering services necessary for project completion including but not limited, to the following:

- Environmental assessments, as necessary
- Compiling information and permit documents for Corps of Engineers, State, and Local entities
- Providing topographic surveys including bathymetric surveys, as necessary
- Engineering studies regarding wave and scour analyses for the ramp and jetty designs, as necessary
- Development of the construction project Scope of Work
- Development of design plans and specifications
- Development of the draft and final Construction Budgets
- Preparation of the bid package
- Development of materials for and attendance of Pre-bid and Pre-construction meetings
- Performance of geotechnical report, as necessary for design;
- Coordination of Engineer's subconsultants including, but not limited to: Engineering and environmental professionals, geotechnical professionals, surveyors etc.
- Providing construction management as necessary, including but limited to, not notice of award/notice to proceed, monthly pay requests, serving as the point of contact with the contractor, development of project close out documents;
- Maintaining correspondence and communications with the County during design, bidding and construction activities
- Attend County Commissioner's Court meetings, as necessary
- Other special services as determined

Project Funding: This project will be funded by a grant from the Texas Parks and Wildlife Department (TPWD) (Contract No. CA-0000997). This subaward is funded through the Department of Commerce National Oceanic and Atmospheric Administration (NOAA) Grant titled NA19NMF0220006, HURRICANE HARVEY DISASTER RECOVERY, under the authority of the Bipartisan Budget Act of 2018 (CFDA#11.022), issued to TPWD on June 1, 2019.

Project Signage Requirements: As part of the Construction Management Duties of this project, the Successful Respondent (Engineering Firm) to this RFQ will be responsible for ensuring that both TPWD and NOAA are acknowledged within any publication released regarding this project; as well as any signage at the construction site.

Section 2. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a selection committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Section 3. Review/Selection Committee

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the selection committee for this Request for Qualifications. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed four (4) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

Section 4. Laws and Regulations

A. The Engineering Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 5. Insurance

The contractor (including any and all subcontractors as defined in Section 6.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents. Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured. All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

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

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 6 Below)

Section 6. Workers' Compensation Insurance

6.1 Definitions:

6.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82,

DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

- 6.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 6.1.3 **Persons providing services on the project ("subcontractor")** In article 406.096 – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 6.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 6.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 6.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 6.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 6.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 6.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 6.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 6.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 6.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 6.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 6.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 6.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 6.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- 6.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 6.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 6.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 6.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 6.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 6.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 6.1. – 6.7., with the certificates of coverage to be provided to the person for whom they are providing services;
- 6.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 6.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Section 7. Qualifications Statement Requirements

Firms desiring to be considered for Professional Engineering Services (Mesquite Point Public Boat Ramp Project) for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, as a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide Professional Engineering Services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm is offering to perform. A Vendor Reference Form is included on Page 20 of this package.

Section 8. Additional Information

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 9. Confidential/Proprietary Information

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent must clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

Section 10. Terms and Conditions

- Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
- Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
- The Engineering Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
- No reports, information, or data given to or prepared by the Engineering Firm under contract shall be made available to any individual or organization by the Engineering Firm without the prior written approval of the County.

5. Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

6. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

7. Minority-Women Business Enterprise Participation

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

Section 11. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS

1. REMEDIES

- a. **Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. **Applicability.** This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

- a. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- c. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

- d. **Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for,

Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant to 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE DAVIS-BACON ACT:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2.C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any Part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Jefferson County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of \$150,000 under a federal grant.

CLEAN AIR ACT:

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. **Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

c. **Requirements.**

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the ["Certification Regarding Lobbying" Form](#) included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. **Standard.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. **Standard.** To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. **Applicability.** FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. **Standard.** Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Section 12. Rating Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

- a. Firm's Capability to Provide the Services – 40%
- b. Performance/References - 30 %
- c. Experience on Similar Projects – 20 %
- d. Staff Qualifications – 10 %

Section 13. Submission Requirements

Respondents are responsible for submitting:

One (1) original and (5) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

<https://www.co.jefferson.tx.us/Purchasing/>

Responses shall be mailed or delivered to:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

All submissions must be received by 11:00 am CT, Wednesday, April 21, 2021.

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

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

Submissions shall be tightly sealed in an opaque envelope or box and plainly marked with the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

Submissions will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Respondents will be read aloud.

Please direct questions to Jamey West, Assistant Purchasing Agent at 409-835-8593 or e-mail at: jwest@co.jefferson.tx.us

Courthouse Security:

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

Respondents are strongly urged to plan accordingly.

County Holidays – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Vendor References

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

REFERENCE ONE

Government/Company Name: U.S. Army Corps of Engineers, Galveston District

Address: 2000 Fort Point Rd, Galveston, TX 77550

Contact Person and Title: Toniette "Toni" Addison, P.E. / Chief, A-E/VE Management Section

Phone: 817-757-9243 Fax: 409-766-3010

Email Address: Toniette.Addison@usace.army.mil Contract Period: May 2019 to Ongoing

Scope of Work: Design Hurricane Protection Levees & Floodwalls at Port Arthur

REFERENCE TWO

Government/Company Name: North Texas Municipal Water District

Address: P.O. Box 2408, Wylie, Texas 75098

Contact Person and Title: Cesar Baptista, PE, Deputy Director of Engineering & CIP

Phone: 972-442-5405 Fax: N/A

Email Address: cbaptista@ntmwd.com Contract Period: October 2003 to Ongoing

Scope of Work: Comprehensive planning & design services new reservoir, mitigation, and recreational features.

REFERENCE THREE

Government/Company Name: Jackson County

Address: 115 W Main Street, Edna, Texas 77957

Contact Person and Title: Jill Sklar, County Judge

Phone: 361-782-2352 Fax: N/A

Email Address: j.sklar@co.jackson.tx.us Contract Period: February 2020 to Ongoing

Scope of Work: Design services for the rehabilitation of the Carancahua Bay Boat Ramp facility.

Respondent: Complete & Return this Form with Response.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

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

Freeze and Nichols, Inc.
Firm (Entity Name)

855 East Lavaca Street
Street & Mailing Address

Beaumont, Texas 77705
City, State & Zip

832-456-4700
Telephone Number

jeff.taylor@freeze.com
E-mail Address

Signature

Jeff Taylor

Print Name

April 21, 2021

Date Signed

817-735-7491

Fax Number

Respondent: Complete & Return this Form with Response.

JEFFERSON COUNTY

Professional Engineering Services for Mesquite Point Public Boat Ramp Project



Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services, Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my Statement of Qualifications will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Freese and Nichols, Inc.

NAME OF BUSINESS

BY:

Jeff Taylor

NAME & TITLE, TYPED OR PRINTED

855 East Lavaca Street

MAILING ADDRESS

Beaumont, Texas 77705

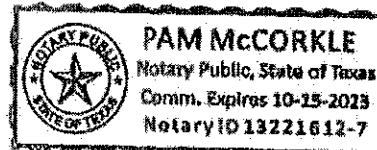
CITY, STATE, ZIP CODE

(832)456-4700

TELEPHONE NUMBER

Sworn to and subscribed before me
this 21 day of
April, 2021

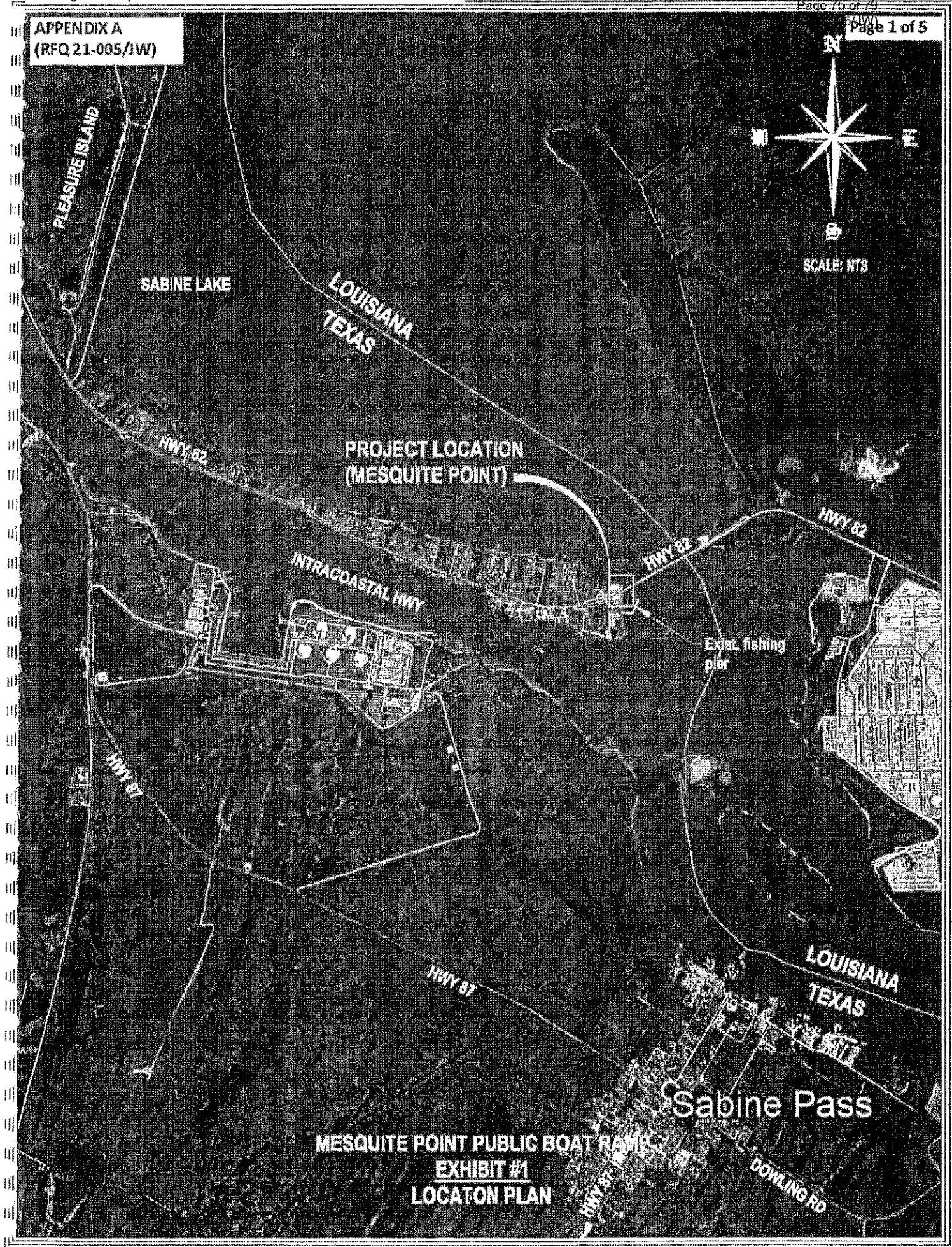
Pam McCorkle
Notary Public
State of Texas
My Commission Expires: 10/15/23



Respondent: Complete & Return this Form with Response.

Appendix A

- Exhibits
- TPWD Specifications

**APPENDIX A
(RFQ 21-005/JW)**

MESQUITE POINT PUBLIC BOAT RAMP
EXHIBIT #1
LOCATION PLAN

APPENDIX A
(RFQ 21-005/JW)**SABINE LAKE****Proposed 80 ft Rock Jetty****SCALE: NTS****NORTH BOAT RAMP:**
No work on this ramp as
part of this project.**Steel Bits****SOUTH BOAT RAMP**Multiple grades to enable
launching of large and small
boats, and at various water levels
for various times of the year.

Steel Bits to tie off boats.

Proposed 80 ft
Rock JettyEnd of jetty approx. 260 ft
from existing fishing pier.
(Exist. pier not shown on
this dwg.)**MERQUATE POINT PUBLIC BOAT RAMP**
EXHIBIT #2
GENERAL SITE PLAN**WALTER UMPHREY
STATE PARK**

APPENDIX A (RFQ 21-005/JW)

A. PROPOSAL TITLE:

Mesquite Point Boat Ramp Rebuild

B. PROPOSAL PERIOD: 09-01-2020 to 12/31/2021

C. DESCRIPTION:

The Mesquite Point Boat Ramp project will consist of: removing existing finger pier and existing ramp material; finger pier rebuild; ramp rebuild; constructing two 80' protective stone jetty flow blockers on the north and south side of the ramp

D. NEED

Fishing and access to the waters of the Sabine Lake area are vital cultural components of coastal southeastern Texas. A frequently used access point to Sabine Lake and the surrounding marsh is the Mesquite Point Boat Ramp. Fishing and other water related activities that are facilitated by ready access to Sabine Lake provide a revenue source for Port Arthur and surrounding communities as the draw of good fishing attracts anglers from areas well outside of the immediately surrounding towns as well as local residents. This boat ramp had been in operation for many years but has received damage from recent storms such as Hurricane Harvey and is presently not functional. The ramps are disabled by a concrete rubble pile acting as an obstruction to prevent use by the public. Also, the ends of ramps are broken and hollowed out underneath. Signage states that the boat ramp is closed. Safety concerns exist because of a high flow rate that is sometimes in this area of Sabine Lake due to the narrowing of the Lake proper into the more constricted Sabine Pass Channel. As such there is also a need to provide some structures that would block or slow the water flow for protection when bringing a vessel into the ramp. In general, this ramp could be greatly improved to provide a safer, better functioning facility for continued use and enjoyment of Sabine Lake and surrounding marsh environment including its fishery resources.

E. PURPOSE

The purpose of this project is to provide a safer more functional, strategically located, access and disembarking point for boaters interested in accessing Sabine Lake and its surrounding habitat and the Gulf of Mexico.

F. OBJECTIVE(S)

The objectives will be to replace the existing structures with safer, well-constructed ramps, finger piers and add structures to slow water flow close to the ramps and extend the ramp further into the existing parking lot to provide more protection from fast moving water current. These improvements are to be completed at the present Mesquite Point boat ramp area by 12/31/2021.

G. EXPECTED RESULTS OR BENEFITS

The benefits of the project will be improved water access facilities. This will result in more anglers using the ramp and increased revenue to the local economy. Because this project is designed to withstand environmental and manmade disturbances it should provide water access and improved recreation benefits for years (10+). In addition, creel surveys conducted by TPWD Coastal Fisheries will have access to the fishery dependent data that may be obtained from anglers coming off the water and fishery independent data obtained when conducting sampling after launching from the Mesquite Point boat ramps.

H. APPROACHES

Jefferson County will complete the following:

- Identify engineering firm to create project work plans based on details provided by TPWD after discussions with anglers (provided below, also see attached Mesquite Point Ramp Example Engineering Plans, Mesquite Point Future A, Contract Attachment D, and Mesquite Point Future B, Contract Attachment E)
- Ensure that engineering project plan components are coordinated with and approved by Texas Parks and Wildlife Department (TPWD) Port Arthur Marine Lab and Jefferson County Engineers
- Ensure USACE permits and any GLO leases (if needed) are obtained to execute the work plan
- Solicitation of contract bids from vendors

Vendors are then expected to execute the project plans including:

- Removing existing ramp and finger pier material
- Rebuild (3) concrete finger piers to a length of 70 ft (see attached Mesquite Point Ramp Example Engineering Plans); construct the start of the boat ramps further into the present parking lot area (for comparison see attached Mesquite Point Current, Mesquite Point Future A, Attachment D)
- Rebuild (2) concrete boat ramps with a horizontal distance of 40 ft with a slope of 1 to 5 (i.e. 20%, 11.3 degrees) for the first 10 feet then a slope of 1 to 7 (i.e. 14%, 8.1 degrees) for the remaining 30 feet (see attached Mesquite Point Ramp Example Engineering Plans)
- Provide textured concrete on the beginning 10 ft of ramp for tire grip by towing vehicle when pulling boats out of the water
- Provide washout prevention at end of ramp with hardened bottom such as geomat material
- Install horizontal and vertical bumpers constructed with marine lumber around the entire perimeter of the finger piers
- Install painted steel bits, not cleats (see Attachment D)
- Placement of rock jetty structures (80ft each) south of the Mesquite Point Boat Ramp and north of the adjacent boat ramp (see Attachment D and Attachment E) with appropriately sized rocks to remain intact during high water flow conditions.

I. USEFUL LIFE

This boat ramp should have a useful life of 10+ years.

J. GEOGRAPHIC LOCATION

Ramps are located on Sabine Lake, approximately 5 miles southeast of Port Arthur, at the southern tip of Pleasure Island, south of State Highway 82, Jefferson County, Texas adjacent to the TX/LA Causeway.

K. BUDGET NARRATIVE

Mesquite Point

- Removing existing ramp and finger pier material
- Rebuild (3) concrete finger piers to a length of 70 ft (see attached Mesquite Point Ramp Example Engineering Plans); construct the start of the boat ramps further into the present parking lot area (for comparison see Attachment D)
- Rebuild (2) concrete boat ramps with a horizontal distance of 40 ft using a slope of 1 to 5 (i.e. 20%, 11.3 degrees) for the first 10 feet then a slope of 1 to 7 (i.e. 14%, 8.1 degrees) for the remaining 30 feet (see attached Mesquite Point Ramp Example Engineering Plans)

- Provide textured concrete on the beginning 10 ft of ramp for tire grip by towing vehicle when pulling boats out of the water
- Provide washout prevention at end of ramp with hardened bottom such as geomat material
- Install horizontal and vertical bumpers constructed with marine lumber around the entire perimeter of the finger piers
- Install painted steel bits, not cleats (see Attachment D)
- Placement of rock jetty structures (80ft each) south of the Mesquite Point Boat Ramp and north of the adjacent boat ramp (see Attachment D and Attachment E) with appropriately sized rocks to remain intact during high water flow conditions.

L. Deliverables

• Execute subcontract agreement	12-31-2020
• Begin work	01-31-2021
• Interim Performance Report to TPWD	12-15-2020
• Interim Performance Report to TPWD	03-15-2021
• Interim Performance Report to TPWD	06-15-2021
• Complete Construction	10-31-2021
• Interim Performance Report to TPWD	09-30-2021
• Final Inspection by TPWD	10-31-2021
• Final Performance Report to TPWD	12-15-2021

ATTACHMENT A**IFB 21-046/YS****Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms****Bid Open Date: September 1, 2021**

		Burgoon Co.			Galls, LLC			TND Workwear		
Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH	Manufacturer/ Style	Number of days required for delivery*	Price EACH	Manufacturer/ Style	Number of days required for delivery*	Price EACH
1	Elbeco Textrop2 Women's Long Sleeve, mfg# 2049 1	Grainger #32JU26	5-15	\$60.55	Elbeco #2049 1	15 days ARO	\$42.00	Elbeco 3534LS	*	\$56.79
2	Elbeco Textrop2 Men's Long Sleeve Zippered Shirt, mfg# 313 00			No Bid	Elbeco #313 00	15 days ARO	\$42.00	Elbeco 3524	*	\$56.79
3	Elbeco Textrop2 Four (4)-Pocket Trousers, mfg# E320RN	Grainger #423Z38	5-15	\$50.03	Elbeco #E320RM	15 days ARO	\$40.00	Elbeco 3424R	*	\$58.85
4	Elbeco Textrop2 Women's Long Sleeve Shirt, mfg# 2049 1	Grainger #32JU26	5-15	\$60.55	Elbeco #2049 1	15 days ARO	\$42.00	Elbeco 3554LC	*	\$52.95
5	Elbeco Textrop2 Women's Four (4)-Pocket Trousers, mfg# E9314LC	Grainger #423Z38	5-15	\$50.03	Elbeco #E9314LC	15 days ARO	\$40.00	Elbeco E3434CC	*	\$58.85
6	Galls Water Resistant Duty Jacket, mfg# JA477	Grainger #21V562	5-15	\$88.21	Galls JA477	15 days ARO	\$55.00	Propper F543430	*	\$31.28
7	Liberty Lined Windbreaker, mfg# 560			No Bid	Liberty #560	15 days ARO	\$21.50	Liberty 560	*	\$29.95
8	Liberty Uniforms Reversible Ansi 3 Hi Viz Raincoat with Logo, mfg# 586MFL	Grainger #21V850	5-15	\$151.04	Liberty #586MFL	15 days ARO	\$65.00	Radians 9700 with logo	*	\$102.95
9	Neese 48" PVC Vinyl Raincoat, Solid, No Logo, mfg# 1650C	Grainger #4FBB3	5-15	\$9.15	Neese #1650C	15 days ARO	\$7.50	Radians 9700 with logo	*	\$79.95

10	Propper I.C.E. Performance Polo Shirt, Short Sleeve, Men (mfg# F534172, Women (mfg# F53277)	Grainger #12K372 Grainger #28AN07	5-15	48.26 46.07	Propper #F534172 Propper #F53277	15 days ARO	\$36.75	Propper/Ice SS with logo	*	\$49.95
11	Propper I.C.E. Performance Polo Shirt, Long Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Grainger #28AM49 Grainger #45YL50	5-15	52.65 55.29	Propper #F5315 Propper #F535772001	15 days ARO	\$38.75	Propper/Ice LS with logo	*	\$52.95
12	Dutyman Garrison Belt	Grainger #40N660	5-15	\$40.45	Dutyman #1611U	15 days ARO	\$19.00	Perfiect Fit PF5000	*	\$19.95
13	Kevlar Gloves, Damascus DSX-100 Elite Tactical OPS Gloves			No Bid	Hatch Globes #KSG500	15 days ARO	\$24.00	Strong Suit 50100 2nd Suit	*	\$26.95
14	Name Badge, Blackinton Nameplate, 2" x 3/8", item J2			No Bid	Blackington #J2	15 days ARO	\$11.00	Blackinton J2	*	\$11.00
15	Cuff Case, Safariland Model 190, Closed Top Cuff Case	Grainger #40N752	5-15	\$42.54	Safariland #190	15 days ARO	\$29.00	G&G B580-BR	*	\$34.42
16	Handcuffs, Nickel, Peerless Model 700	Grainger #21CH07	5-15	\$28.64	Peerless #700	15 days ARO	\$21.80	Smith & Warren 100N Cuffs	*	\$29.95
17	Handcuffs, Color-Plated, Peerless Model 750	Grainger #21CH29	5-15	\$31.59	Peerless #750	15 days ARO	\$25.90	Smith & Warren 100B Cuffs	*	\$32.95
18	Leg Irons, Standard, Smith & Wesson 1900	Grainger #13G488	5-15	\$100.01	Smith & Wesson #1900	15 days ARO	\$36.50	Smith & Warren 1900 Cuffs	*	\$32.00
19	One Man Restraint	Grainger #21CH21	5-15	\$74.56	Galls #RS130	15 days ARO	\$18.00		*	No bid
20	Law Pro Premium Watch Cap, mfg# 425-6636	Grainger #21X164	5-15	\$17.90	LawPro #425-6636	15 days ARO	\$3.95		*	No bid
21	Propper Tactical Duty Belt, mfg# F560375001	Grainger #28AR07	5-15	\$9.79	Propper #F560375001	15 days ARO	\$7.00	Propper F560375	*	\$10.95
22	Blauer Stretch Adjustable Cap, mfg# 182-1	Grainger #21X171	5-15	\$10.00	Blauer #182-1	15 days ARO	\$9.75		*	No bid
23	Blauer Stretch Fitted Cap, mfg# 182	Grainger #21X171	5-15	\$10.00	Blauer #182	15 days ARO	\$11.75		*	No bid

24	Law Pro ½" S.O. Collar Pins, nickel (mfg# QM4321N), gold (mfg# QM4321G)			No Bid	LawPro #QM4321N LawPro #QM4321G	15 days ARO	\$4.75	Premier P2518	*	\$8.50
25	5.11 Tactical Taclite Pro Pants, mfg# 74273	Grainger #21W902	5-15	\$62.74	5.11 #74273	15 days ARO	\$39.00	5.11 74273	*	\$49.95
26	5.11 Tactical Taclite Pro Women's Ripstop Pants, mfg# 64360	Grainger #6YJL5	5-15	\$61.87	5.11 #64360	15 days ARO	\$39.00	5.11 64360	*	\$49.95
27	Tru-Spec 24-7 Series Original Tactical Pants, mfg# 1062082	Grainger #53RT24	5-15	\$58.80	Tru-Spec #1062082	15 days ARO	\$37.00	Propper F5252-50	*	\$32.95
28	Tru-Spec Women's 24-7 Series Original Tactical Pants	Grainger #53TJ43	5-15	\$54.06	Tru-Spec #1096004	15 days ARO	\$37.00	Propper F5295-50	*	\$32.95
29	5.11 Tactical 5-in-1 Jacket, mfg# 48017	Grainger #480T51	5-15	\$206.76	5.11 #48360	15 days ARO	\$180.00	Elbeco SH3800	*	
30A	Polo Shirt - Propper I.C.E. Performance Polo Shirt, Long-Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Grainger #28AM49 Grainger #45YL50	5-15	\$52.65 \$55.29	Propper #F5315 Propper #F535772001	15 days ARO	\$38.75	Propper Ice LS with Logo	*	\$52.95
30B	Polo Shirt – Propper I.C.E. Perfomance Polo Shirt, Short-Sleeve, Men (mfg# F534172, Women (mfg# F53277)	Grainger #12K372 Grainger #28AN07	5-15	\$48.26 \$46.07	Propper #F534172 Propper #F53277	15 days ARO	\$36.75	Propper Ice SS with Logo	*	\$49.95
30C	Polo Shirt – Elbeco Response UFX Tactical Performance Polo, Short-Sleeve, Women (mfg# K5171LC/K5178LC), Elbeco UFX Tactical Short-Sleeve Polo, Men (mfg# K5138)	Grainger #53TT67 Grainger #53TR21	5-15	\$35.54 \$35.54	Elbeco #K5171LC Elbeco #K5178LC Elbeco #5138	15 days ARO	\$41.00	Elbeco K5138 SS with Logo	*	\$49.95
30D	Polo Shirt – Elbeco Women's UFX Long-Sleeve Performance Polo (mfg# K5184LC), and Elbeco UFX Tactical Long Sleeve Polo (mfg# K5151)	Grainger #53TT46 Grainger #53TT21	5-15	\$41.46 \$41.46	Elbeco #K5184LC Elbeco #K5151	15 days ARO	\$44.00	Elbeco K5151 LS with Logo	*	\$52.95
31	Belt, Safariland 87	Grainger #40N799	5-15	\$89.79	Safariland #87	15 days ARO	\$51.60	G&G B56	*	\$62.00
32	Belt, Safariland 99	Grainger #36P264	5-15	\$11.15	Safariland #99	15 days ARO	\$28.00	G&G B57	*	\$36.95

33	5.11 Tactical Belt (59501)	Grainger #22MP01	5-15	\$47.39	5.11 #59501	15 days ARO	\$30.00	5.11 59501	*	\$42.95
34	Plain Black Handcuff Holder with Open Top for 2.25" Duty Belt, Safariland SAF-090-1-16)	Grainger #6YML7	5-15	\$17.77	Safariland #090-1-16	15 days ARO	\$20.55	Safariland 090-16	*	\$30.95
35	Baton Holder, Safariland, 26", Expandable (SAF-35-F26-2)	Grainger #40N710	5-15	\$37.60	Safariland #35-F26-2	15 days ARO	\$23.55	G&G B560-26	*	\$26.85
36	Holser, Level III (Safariland 6360)	Grainger #40N961	5-15	\$184.27	Safariland #6360	15 days ARO	\$113.00	Safariland 6360	*	\$138.95
37	Double Magazine Holder (Safariland SAF-77-83-2)	Grainger #40N721	5-15	\$48.89	Safariland #77-83-2	15 days ARO	\$28.35	G&G B627-BR	*	\$39.50
38	Open Top Double Magazine Holder (Safariland SAF-75-83-2)	Grainger #36P220	5-15	\$21.07	Safariland #75-83-2	15 days ARO	\$22.35	G&G K617-3	*	\$35.65
39	OC Spray Holder (Safariland SAF-38-4-2B)	Grainger #40N740	5-15	\$40.44	Safariland #38-4-2B	15 days ARO	\$22.90	G&G K681-3BR	*	\$29.25
40	Slotted Belt Keepers (Safariland SAF-63-2B)	Grainger #40N764	5-15	\$4.93	Safariland #63-2B	15 days ARO	\$5.65	G&G B76-4BR	*	\$14.00
41	Traffic Vest (Vizguard S912)	Grainger #9XKF7	5-15	\$42.87	Spiewak #S912	15 days ARO	\$35.25	Spiewak 5912 with Sheriff	*	\$38.95
42	Red Cone Stinger (STL-75903)	Grainger #5XB15	5-15	\$6.61	Streamlight #75903	15 days ARO	\$4.10	Streamlight 75903	*	\$8.00
43	Stinger Flashlight Bulb (STL-75914)	Grainger #5YN54	5-15	\$10.91	Streamlight #75914	15 days ARO	\$5.98	Streamlight 75914	*	\$8.00
44	Stinger Flashlight Lens Kit (STL-765956)			No Bid	Streamlight #765956	15 days ARO	\$10.25		*	No bid
45	Singer DS LED-Polymer (STL-76113)	Grainger #484R15	5-15	\$181.29	Streamlight #76113	15 days ARO	\$99.00	Streamlight HL STL75454	*	\$152.75
46	ASP Baton, Black (ASP 52611)	Grainger #52TA72	5-15	\$14.10	ASP #52611	15 days ARO	\$91.25	ASP 52611	15 days, may vary due to Covid pandemic	\$102.95
47	Belt Keepers (Safariland SAF-65-4-2B)			No Bid	Safariland #65-4-2B	15 days ARO	\$10.25	G&G B76-4BR	*	\$14.00

48	Elbeco Ladies Choice Textrop2 Hidden Cargo Pocket Pants (mfg# E9390LC)	Grainger #423Y57	5-15	\$60.11	Elbeco #E9390LC	15 days ARO	\$43.00	Elbeco E3454LC	*	\$62.95
49	Elbeco Textrop2 Hidden Cargo Pocket Pants (mfg# E390R 00029)	Grainger #52KV13	5-15	\$60.11	Elbeco #E390R 00029	15 days ARO	\$43.00	Elbeco E3444R	*	\$62.95
50	Galls Women's Agent LTC G-Tac Soft-Shell Jacket (mfg# JA1312)			No Bid	Galls #JA1312	15 days ARO	\$42.00	Propper F54280X	*	\$75.95
51	Galls Agent LTC G-Tac Soft-Shell Jacket (mfg# JX778)	Grainger #480R95	5-15	\$105.31	Galls #JX778	15 days ARO	\$42.00	Propper F54280X	*	\$75.95
52	Propper Tac U Combat Shirt (mfg# 541738330)	Grainger #38MX87	5-15	\$92.15	Propper #541738330	15 days ARO	\$47.00	Propper	*	\$37.50
53	Propper Women's Kinetic Pant (mfg# F52594)	Grainer #56EL90	5-15	\$71.09	Propper #F52594	15 days ARO	\$38.00	Propper F52594	*	\$48.50
54	Propper Men's Kinetic Pant (mfg# F52944)	Grainger #56EL66	5-15	\$71.09	Propper #F52944	15 days ARO	\$38.00	Propper F52594	*	\$48.50
55	5.11 Tactical Fast-Tac Uniform Hat (mfg# 89098)	Grainger #21X171	5-15	\$10.00	5.11 #89098	15 days ARO	\$7.50	5.11 89098	*	\$9.95
56	Point Blank R20-D Tactical Carrier with Molle (mfg# R20D-MO)	Grainger #48TK04	5-15	\$84.69	Point Blank #R20D-MO	15 days ARO	\$165.00	Point Blank/ODC Guardian	30-60 days due to Covid pandemic	\$325.95
57	Blauer Polyester Armorskin XP (mfg# 8370XP)			No Bid	Blauer #8370XP	15 days ARO	\$79.00	Elbeco V4114B Navy	*	\$102.95
58	Streamlight Stinger Battery NiMH (STL-75375)	Grainger #11U132	5-15	\$13.87	Streamlight #75375	15 days ARO	\$15.70	Empire FLB-NCD-1	*	\$25.00
59	Holster Level III (Safariland 7360)	Grainger #40N962	5-15	\$184.27	Safariland #7360	15 days ARO	\$147.50	Safariland 7360	*	\$119.96
60	Richardson Call Cap (PTS30)	Grainger #21X171	5-15	\$10.00	Richardson #PTS30	15 days ARO	\$9.75			No bid
61	Elbeco Short-Sleeve Undervest Shirt (mfg# UVS102)			No Bid	Elbeco #UVS102	15 days ARO	\$39.00	Elbeco UVS172	*	\$44.86
62	Elbeco Ladies Choice Short-Sleeve Undervest Shirt (mfg# UVS104)			No Bid	Elbeco #UVS104	15 days ARO	\$39.00	Elbeco UVS174	*	\$44.86
63	Elbeco Undervest Long-Sleeve Shirt (mfg# UVS1171)			No Bid	Elbeco #UVS1171	15 days ARO	\$39.00	Elbeco UVS171	*	\$48.86

64	Elbeco Ladies Choice Undervest Long-Sleeve Shirt (mfg# UVS103)			No Bid	Elbeco #UVS103	15 days ARO	\$42.00	Elbeco UVS173	*	\$48.86
65	5.11 Tactical Men's Long Sleeve Class B Stryke PDU Shirt (mfg# 72074)	Grainger #38HN16	5-15	\$109.70	5.11 #72074	15 days ARO	\$65.00	5.11 72074	*	\$80.50
66	5.11 Tactical Men's Short-Sleeve Class A Stryke PDU Shirt (mfg# 71037)	Grainger #52KL05	5-15	\$87.76	5.11 #71037	15 days ARO	\$58.00	5.11 71037	*	\$70.50
67	5.11 Tactical Taclite PDU Class B Pant (mfg# 74371)	Grainger #424J75	5-15	\$64.94	5.11 #74371	15 days ARO	\$45.00	5.11 74371	*	\$60.50
68	Propper Lightweight Women's Tactical Trousers (mfg# F52955)	Grainger #56EL90	5-15	\$71.09	Propper #F52955	15 days ARO	\$30.00	Propper F5295-50	*	\$32.95
69	5.11 Tactical Apex Pants (mfg# 74434)	Grainger #424M39	5-15	\$90.39	5.11 #74434	15 days ARO	\$55.00	5.11 74434	*	\$64.00
70	5.11 Tactical Apex Pants, Women's (mfg# TR2244-64446)	Grainger #488J97	5-15	\$51.23	5.11 #64446	15 days ARO	\$55.00	5.11 64446	*	\$64.00
71	5.11 Tactical Stryke Pants with Flextac (mfg# 74369)	Grainger #44A748	5-15	\$78.10	5.11 #74369	15 days ARO	\$56.00	5.11 74369	*	\$64.00
72	5.11 Tactical Women's Stryke Pants (mfg# 64386)	Grainger #22MP68	5-15	\$78.10	5.11 #64386	15 days ARO	\$56.00	5.11 64386	*	\$64.00
73	Propper Summer Weight Long-Sleeve Tactical Shirt (mfg# F53463C001)	Grainger #56EV43	5-15	\$59.23	Propper #F53463C001	15 days ARO	\$35.00	Propper WM	*	\$41.29
74	Propper Summer Weight Short-Sleeve Tactical Shirt (mfg# F53743C001)	Grainger #56EV10	5-15	\$55.29	Propper #F53743C001	15 days ARO	\$34.00	Propper MEN	*	\$39.85
75	5.11 Tactical Radio Pouch, MOLLE Compatible (mfg# 58718)	Grainger #21W019	5-15	\$18.88	5.11 #58718	15 days ARO	\$17.50	5.11 58718	*	\$24.95
76	5.11 Tactical VTAC 6x6 Utility Pouch (mfg# 58713)	Grainger #21W006	5-15	\$25.00	5.11 #58713	15 days ARO	\$20.75	5.11 58713	*	\$24.95
77	5.11 Tactical Flex Double Pistol Mag Pouch (mfg# 56425)	Grainger #45G396	5-15	\$22.81	5.11 #56425	15 days ARO	\$18.50	5.11 56425	*	\$24.95

78	5.11 Tactical Taclite 11" Shorts (mfg# 73308)	Grainger #423Z84	5-15	\$53.53	5.11 #73308	15 days ARO	\$35.00	5.11 73308	*	\$46.78
79	5.11 Tactical Men's Short Sleeve Freedom Flex Woven Shirt (mfg# 71340)	Grainger #53TR66	5-15	\$42.34	5.11 #71340	15 days ARO	\$41.50	5.11 71340	*	\$53.50
80	Eddie Bauer Short Sleeve Performance Fisher Shirt (EB602)	Grainger #12K073	5-15	\$41.25	Eddie Bauer #EB602	15 days ARO	\$39.00		*	No bid
81	Lawpro Long Sleeve Bike Patrol Polo (mfg# SW1825)			No Bid	Law Pro #SW1825	15 days ARO	\$32.00	Elbeco K5223	*	\$59.72
82	Lawpro Short Sleeve Bike Patrol Polo (mfg# SW1824)	Grainger #21W574	5-15	\$57.04	Law Pro #SW1824	15 days ARO	\$29.00	Elbeco K5213	*	\$50.79
83	Blauer Long Sleeve Colorblock Performance Polo Shirt (style# 8143)			No Bid	Blauer #8143	15 days ARO	\$62.00	Elbeco K5134	*	\$38.95
84	Blauer Short Sleeve Colorblock Performance Polo Shirt (style# 8133)	Grainger #21W574	5-15	\$57.04	Blauer #8133	15 days ARO	\$49.00	Elbeco K5144	*	\$42.95
				Percent Discount			Percent Discount			Percent Discount
85	Additional Items			%			15%		*	15% in store
86	Ballistic Vest			%			45%	Point Blank B21-1	30-60 days due to Covid pandemic	\$815.95 total cost

Burgoon Company
 PO Box 290
 Texas City TX 77592
 attn: Dean Hamil
dhamil@burgooncompany.com
 ph: 281-380-3900

Galls, LLC
 1340 Russell Cave Road
 Lexington KY 40505
 attn: David Adams
bidreview@gall.com
 ph: 858-787-0428

TND Workwear Co., LLC
 5550 Eastex Freeway, Suite L
 Beaumont TX 77656
 attn: Tony Cervantes
tony@tndworkwear.com
 ph: 409-892-7836

* 15 days for all items except for ballistics,
 all may vary due to Covid

Lowest qualified bid

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

EVCO PARTNERS LP DBA BURGOON COMPANY

For clarification of this offer, contact:

Company Name

PO BOX 290

Address

TEXAS CITY, TX 77592

Dean Hamil

Name _____

281-380-3900

409-766-1899

Tina Rinner

Signature of Person Authorized to Sign

dhamil@burgooncompany.com

[E-mail](mailto:www@)

TINA RIENER

Printed Name

SALES SUPPORT SPECIALIST

Title

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 21-046/YS, Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

October 5, 2021

Date

Attest:

~~Carolyn L. Guidry~~
~~County Clerk~~

ATTEST:

Theresa Goodness
Interim County Clerk



Bidder: Complete & Return this Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

Galls, LLC

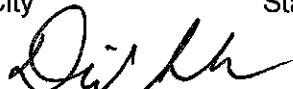
Company Name

1340 Russell Cave Road

Address

Lexington	KY	40505
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City	State	Zip
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Signature of Person Authorized to Sign

David Scheve

Printed Name

Chief Financial Officer

Title

For clarification of this offer, contact:

David Adams

Name

859-787-0428

877-914-2557

Phone

Fax

bidreview@galls.com

E-mail

Bidder: Complete & Return this Form with Offer.

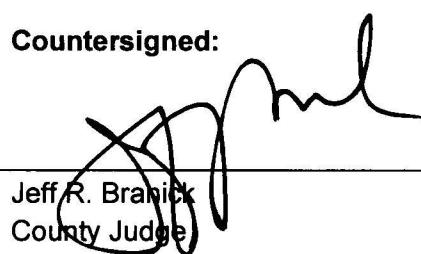
ACCEPTANCE OF OFFER

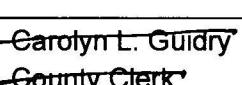
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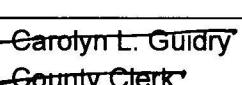
Countersigned:


Jeff R. Branick
County Judge


October 5, 2021

Date

Attest:


Carolyn L. Guidry
County Clerk

ATTEST.


Theresa Goodness
Interim County Clerk



Bidder: Complete & Return this Form with Offer.

ORIGINAL

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

TND WORKWEAR CO., LLC

For clarification of this offer, contact:

Company Name

5550 EASTEX FRWY STE L

TONY CERVANTES

Address

SILSBEE, TX 77656

Name

City

State

Zip

(409) 892-7836

(409) 892-7826


 Signature of Person Authorized to Sign

Phone

Fax

tony@tndworkwear.com

E-mail

TONY CERVANTES

Printed Name

PRESIDENT

Title

Bidder: Complete & Return this Form with Offer.

ORIGINAL

116

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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Countersigned:

Jeff R. Branick
County Judge

October 5, 2021

Date

30- 60 DAYS
MAY VARY DUE
TO COVID PANDEMIC

Attest:

Carolyn L. Guidry
County Clerk

ATTEST:

Theresa Goodness
Theresa Goodness
Interim County Clerk



Bidder: Complete & Return this Form with Offer.

IFB 21-046/YS, Term Contract Jefferson County Sheriff's Department Law Enforcement
and Corrections Equipment and Uniforms

Page 47 of 67

ZC

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("DebtBook") is pleased to provide Jefferson County, TX ("Customer") with the Services subject to the terms established in this Order Form. This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions (the "Terms & Conditions"), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Details

Effective Date: 10/01/2021
 Initial Term End Date: 10/01/2024
 Initial Pricing Tier: Tier 2
 Billing Frequency: Annually
 Payment Terms: Net 30

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a one-time Implementation Fee for its initial Implementation Services and (2) a recurring Subscription Fee for Customer's ongoing access to the Application Services and Support Services.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of debt and lease obligations outstanding at the time of determination. The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its total number and amount of debt and lease obligations currently outstanding and will not change during the Initial Term, regardless of (1) the actual number or amount of the Customer's debt and lease obligations implemented as part of the Implementation Services or (2) any changes during the Initial Term to Customer's debt and lease obligations.

Billing. Unless otherwise provided in the Customer Documents, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Initial Term is subject to renewal on the terms set forth in the Terms & Conditions. The pricing tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's debt and lease obligations outstanding at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by (1) this Order Form, (2) the Terms & Conditions, (3) the Incorporated Documents, and (4) any Customer Terms.

This Order Form, the Customer Documents, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority: Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

By: Tyler Traudt
 Name: Tyler Traudt
 Title: CEO

Notice Address

300 W. Summit Avenue, Suite 110
 Charlotte, NC 28203
 Attention: Chief Executive Officer
 tyler.traudt@debtbook.com

JEFFERSON COUNTY, TEXAS

By: Jeff Branick
 Name: Jeff Branick
 Title: County Judge

Notice Address

1149 Pearl Street, 7th Floor
 Beaumont, TX 77701
 Attention: Fran Lee, First Assistant County Auditor
flee@co.jefferson.tx.us

Billing Contact

1149 Pearl Street, 7th Floor
 Beaumont, TX 77701
 Attention: Fran Lee, First Assistant County Auditor
flee@co.jefferson.tx.us



ATTEST:

Theresa Goodness
 Theresa Goodness
 Interim County Clerk

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "Terms & Conditions") which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

"Aggregated Statistics" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"Agreement" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"Application Services" means DebtBook's debt and lease management software-as-a-service application.

"Appropriate Security Measures" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"Authorized User" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"Customer" means the person or entity purchasing the Services as identified in the Order Form.

"Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"Customer Terms" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"DebtBook" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"DebtBook IP" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"Documentation" means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

"Feedback" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions for new features, functionality, or changes to the DebtBook IP.

"Governing State" means, if Customer is a governmental entity, the state in which Customer is located. Otherwise, "Governing State" means the State of North Carolina.

"Implementation Services" means onboarding and implementation services, including entry of relevant data, as necessary to make the Application Services available to the Customer during the Initial Term.

"Incorporated Documents" means, collectively, the Privacy Policy, the Documentation, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated

Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

"Initial Term" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"Order Form" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term, including, in each case, any applicable Order Form Supplement.

"Order Form Supplement" means any Order Form Supplement expressly referenced and incorporated by reference into any Order Form.

"Privacy Policy" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"Renewal Term" means any renewal term established in accordance with the terms of the Agreement.

"Services" means, collectively, the Application Services, the Implementation Services, and the Support Services.

"SLA" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"Support Services" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Usage Policy" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) **Provision of Access.** Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) **Documentation License.** Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) **Customer Responsibilities.** Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) **Use Restrictions.** Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("Fees") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the Invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "Confidential Information"). For the avoidance of doubt, DebtBook's Confidential Information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential

Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party and make a reasonable effort to obtain a protective order; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property.

(a) **DebtBook IP.** As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) **Customer Data.** As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) **Effect of Termination.** Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

7. Limited Warranties.

(a) **Functionality & Service Levels.** During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) **Security.** DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) **Term.** Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) **Governing Law; Submission to Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) **Entire Agreement; Order of Precedence.** The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed, if to Customer, to the recipients and addresses set forth on the Order Form (or to such other address as Customer may designate from time to time in accordance with this Section). All Notices to DebtBook must be addressed to the recipients and addresses set forth at <https://www.debtbook.com/legal>. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) **Marketing.** Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) **Execution.** Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

kal.kadah@debtbook.com

DebtBook
300 West Summit Ave, Suite 110
Charlotte, NC 28203
United States



Proposal

COURTS AND JUSTICE SOLUTIONS

Presented to: **Jefferson County**
Beaumont, Texas

**eNotices, Financial Manager, and
Credit Card Payments**

Proposal Date: September 23, 2021

Submitted by: Stephen Stehling
TYLER TECHNOLOGIES, INC.
COURTS & JUSTICE SOLUTIONS
5101 Tennyson Pkwy
Plano, Texas 75093
(214) 454-1486
stephen.stehling@tylertech.com

Investment Summary

Jefferson County Proposal



Cost Breakdown

	Cost
Odyssey eNotices	
Annual SaaS Fee	\$10,000
Professional Services	Included
Total	\$10,000
Odyssey Financial Manager - Full	
Annual SaaS Fee	\$17,630
Professional Services	Included
Total	\$17,630
Tyler Credit Card Payments (Online and Over-the-Counter)	
Credit Card Convenience Fee (Per Transaction)	2.39%
Tyler Debit Key Injection (Per Device)	\$60
Chargeback Fee (Per Chargeback Transaction)	\$20
Professional Services	Included

JEFFERSON COUNTY, TEXAS

 Jeff Branick, County Judge



ATTEST:

 Theresa Good
 Interim County

function[®]

20/40 Agreement

Ship To:	
Jefferson County - Commissioner	
Name: Pct. 4	Account Number: _____
Contact Name: Natalie Roberts	Street Address: 1149 Pearl Street - 4th Floor
Phone Number: 409-835-8443	City: Beaumont State: TX Zip: 77701
Street Address: 1085 Pearl Street	
City: Beaumont	State: TX Zip: 77701

Tax Exemption No Yes (Certificate required) Tax Exemption Number: 1-74-6000291-2
 PO Required No Yes (Copy required) PO Number: 83601 PO Expiration Date: _____

Maintenance Plan

Billing Cycle: Monthly Quarterly Annually Effective Date: _____ Upon Delivery & Installation
 Contract Term (Months): 12 24 36 48 60 63

Product Covered Under Contract:

Item	Model/Description	Equipment ID	Serial Number	Device Type	Base Amount	Meter Reading
1	HP LaserJet Pro M428fdw	3A6174	CNDRP4K3DF	Mono	\$ 20.00	55
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

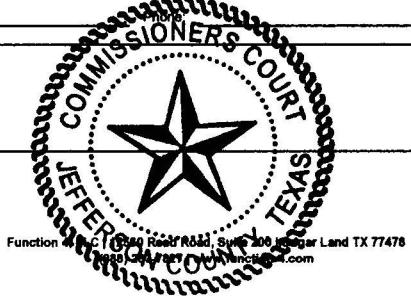
\$20.00 per month flat rate (billed quarterly). Unlimited copies/prints. No meter readings required.

Customer's Name: Jeff Brinkley Function 4 Representative: Mark McKee Date: 10/04/21 Printed Name: <i>Jeff Brinkley</i> Signature: <i>Jeff Brinkley</i> Date: <i>10/05/2021</i> Function 4 Manager: Paul Ryan Skinner Date: 10/04/21 Title: County Judge Signature: <i>Jeff Brinkley</i> Date: <i>10/05/2021</i> Function 4 Manager: Paul Ryan Skinner Date: 10/04/21 Title: County Judge Authentic Representative of Customer						
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ADDITIONAL CONTACT INFORMATION

Key Operator Contact:	Natalie Roberts	Phone: 409-835-8480	Email Address: nroberts@co.jefferson.tx.us
Meter Read Contact:		Phone: _____	Email Address: _____
Accounts Payable Contact:		Phone: _____	Email Address: _____

Special Instructions:



ATTEST:

Theresa Goodness
Theresa Goodness
Interim County Clerk

PAGES AGREEMENT TERMS AND CONDITIONS

1. **DEFINITION AND INCORPORATION.** The term "Pages Agreement" as used herein shall mean the Pages Agreement for service and maintenance of the Equipment that is the subject of a Pages Agreement, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and Function 4, LLC ("Function 4") agree that these Terms and Conditions are incorporated by reference into the Pages Agreement to which they are attached as well as all purchase orders and invoices between Customer and Function 4 concerning the Equipment which is the subject of a Pages Agreement.
2. **INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.
3. **PAGES SERVICES.** If Customer pays the applicable charge for the Pages Agreement, Function 4 will perform maintenance cleaning and make inspections, adjustments and repairs, and replace parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 7, below). Function 4 will furnish the following HP OEM supplies, to be delivered at accepted intervals in quantities as usage history dictates as determined by Function 4 and additional deliveries as required: Toner and Drums. Pages Agreements does not include paper, labels, staples or transparencies of any kind. Function 4 reserves the right to charge Customer for shipping and handling charges incurred by Function 4 for the delivery of any Consumable Supplies delivered to the Customer. Function 4 agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 13, Function 4 shall have the right under this Pages Agreement to increase the cost per page rate upon thirty (30) days written notice to Customer.
4. **FLAT FEE LIMITATIONS.** This agreement includes parts, service, labor, and toner for a flat-fee per mono device per month and a flat fee per color device per month. Toner cartridges ordered under this agreement are only to be used for the device(s) listed by serial number(s) under the Function 4 Pages Maintenance Agreement. Function 4 will request an initial meter read at the beginning of the agreement and reserves the right to request additional meter reads anytime, without notice, during the period of this agreement for any device listed as part of the agreement in order to verify the accuracy of the meter reads as compared to the yields on the toners ordered. Any violation of this agreement will render the agreement null and void.
5. **PAYMENT; SUSPENSION OF SERVICE.** Customer agrees to pay, by check made payable to Function 4 or by credit card, all invoices rendered for services performed on Equipment within 30 days from the date of the invoice. Function 4 does not accept cash payments. If any part of any payment due to Function 4 hereunder is more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover Function 4's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Function 4 shall have the right to discontinue service in the event Customer becomes delinquent in payment.
6. **CUSTOMER CHANGES.** Function 4 reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for Function 4 to provide service to Customer or the Equipment.
7. **BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during Function 4's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of Function 4 holidays and subject to change by Function 4. At Customer's request, Function 4 may render service outside of normal business hours, subject to availability of personnel and additional charges at established Function 4 rates then in effect.
8. **RETAINED TITLE.** Title to all supplies furnished in connection with the Pages Agreement, including consumable parts such as drums, remains in Function 4 until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Pages Agreement, all such supplies and consumable parts shall be returned to Function 4 on demand. Additionally, Function 4 reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to Function 4's standard formula for such proration.
9. **AVAILABILITY OF SUPPLIES.** Function 4 Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper). It is Customer's responsibility to order and have the necessary supplies available for Customer Service Engineer's use.
10. **RECONDITIONING.** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Function 4 will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, Function 4 may refuse to renew this Pages Agreement for such unit, and/or refuse to continue providing service to such unit under this Pages Agreement, furnishing service only on a "Per Call" basis.
11. **NETWORK INTEGRATION.** If Network Integration services are provided by Function 4, Customer warrants that the Function 4 Digital Needs Analysis ("DNA") has been accurately completed and Function 4 may rely on the information contained in the DNA in providing network integration services. Function 4 reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).
12. **SYSTEM MONITORING.** Function 4 will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with Function 4 product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in Function 4's DNA). Should Customer opt-out of utilizing System Monitoring, Function 4 reserves the right to assess an incremental invoicing fee on Customer not to exceed \$25 per invoice.
13. **AUTOMATIC RENEWAL.** This Pages Agreement shall be automatically renewed without any notice from Function 4 or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at Function 4's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 15% price increase over the prior term.
14. **CANCELLATION OF SERVICE.** Cancellation of the Pages Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Function 4 may cancel this Pages Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. Function 4 may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Pages Agreement be cancelled by Customer, Function 4 will not issue any refund for the unused portion.
15. **LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to Function 4 the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, Function 4 may cancel this agreement and collect damages according to the foregoing formula.
16. **NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by Function 4 does not constitute a waiver of such rights by Function 4, or in any way prevent Function 4 from enforcing such rights, or any other rights hereunder, at a later time.
17. **ENTIRE AGREEMENT.** The Pages Agreement and, if applicable, the Equipment Order, in the event Customer has elected to acquire the Equipment from Function 4, constitutes the entire agreement between Customer and Function 4 related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understandings and/or communications between the parties relating to this Pages Agreement are hereby superseded.
18. **NO INDUCEMENTS.** Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.
19. **NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of Function 4, and that this Pages Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.
20. **AUTHORITY.** Customer and Function 4 each represent and warrant that their respective signatures to the Pages Agreement have been duly authorized to enter into this Pages Agreement by them.
21. **LIMITATION ON LIABILITY.** Under no circumstances shall Function 4 be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Pages Agreement or services provided under this Pages Agreement. Function 4's liability in case of nonperformance or breach of this Pages Agreement shall not exceed the amount of money which Customer has paid to Function 4 pursuant to this Pages Agreement.
22. **DISCLAIMER; CUSTOMER TAKES THE EQUIPMENT "AS IS" AND FUNCTION 4 MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY.** Function 4 expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, causality, natural force or any other negligent act of Customer or Customers' agents and/or service performed by non-Function 4 personnel. Function 4 will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is any external electrical work covered under this agreement.
23. **Deleted in its entirety**
24. **Deleted in its entirety**
25. **CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Pages Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. This Pages Agreement is entered into and performable in the State of Texas. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Pages Agreement and any and all disputes with Function 4 shall lie with any state or federal court of competent jurisdiction in Jefferson County, Texas.
26. **WAIVER OF JURY TRIAL; CUSTOMER AND FUNCTION4 HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS PAGES AGREEMENT.**
27. **NOTICE.** Any notice or other communication given or required in connection with this Pages Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to Function 4, said notice shall be sent to the registered agent for Function 4 in the state in which the transaction arose, or to Function 4, Attention: William Patsouras, 12560 Reed Rd., Suite 200, Sugar Land, Texas 77478, or such other address as Function 4 may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to Function 4.
28. **FAIR NOTICE.** CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS PAGES AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 22, 23, 28, 28 AND THIS PROVISION ARE CONSPICUOUS, AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS PAGES AGREEMENT.
29. **AFFIRMATIVE ACTION.** Function 4 and all vendors and/or subcontractors are obligated to and do, to the best of Function 4's knowledge comply with the EEO clause at 41 CFR 60.1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.4(a).


 Initial

function⁴

20/40 Agreement

Sold To: (Legal Name)		Ship To:	
Jefferson County - District Name: Attorney's Office		Account Number: _____	
Contact Name: Leanne Winfrey		Name: Same as Sold To _____	
Phone Number: (409) 835-8550		Account Number: _____	
Street Address: 1001 Pearl St., #300		Street Address: _____	
City: Beaumont		State: TX	Zip: 77701
City: Beaumont		State: TX	Zip: 77701

Tax Exemption No Yes (Certificate required) **Tax Exemption Number:** 1-74-6000291-2
PO Required No Yes (Copy required) **PO Number:** _____ **PO Expiration Date:** _____

MAINTENANCE PLAN

Billing Cycle: Monthly Quarterly Annually **Effective Date:** _____
Contract Term (Months): 12 24 36 48 60 63

Product Covered Under Contract:

Item	Model/Description	Equipment ID	Serial Number	Device Type	Base Amount	Meter Reading
1	HP OfficeJet Pro 8720		CN79LC60TG		\$ 40.00	
2	HP LaserJet 400 M401n		PHGD58930		\$ 20.00	
3	HP LaserJet 1320 Series		CNHC5C31XV		\$ 20.00	
4	HP LaserJet P2055dn		CNBJ657949		\$ 20.00	
5	HP LaserJet M602		CNCCDCH1G8		\$ 20.00	
6	HP LaserJet M506		PHBBR04327		\$ 20.00	
7	HP LaserJet M506		PHBKQ09934		\$ 20.00	
8	HP LaserJet M506		PHBHQ18329		\$ 20.00	
9	HP LaserJet P3010		VNBCC3H321		\$ 20.00	
10	HP LaserJet P3010		VND3G38383		\$ 20.00	
11	HP LaserJet 1320		CNHC65T12R		\$ 20.00	
12	HP LaserJet 1320		CNHC5C31X0		\$ 20.00	
13	HP LaserJet M401n		PHGDC66371		\$ 20.00	
14	HP LaserJet M402		PHBHC07110		\$ 20.00	
15	HP LaserJet 1320		CNHC65T121		\$ 20.00	
16	HP LaserJet P2055dn		CNBJ569993		\$ 20.00	

Customer Name: _____

Each party can cancel this agreement with a 30-day written notice. This statement changes Section 14: "At the conclusion of the initial term" to anytime during the initial term.

Customer's Signature Below _____ **Function4 Representative's Signature Below** _____ **Customer's Name** _____ **Function4 Representative's Name** _____
 Overwriting or Falsifying will result in Disqualification.

Customer Name: Jeff Branick **Function4 Representative:** Mark McKee **Date:** 10/04/21

Signature: Jeff Branick **Function4 Manager:** Paul Ryan Skinner **Date:** 10/04/21

Title: County Judge **Function4 Manager:** Paul Ryan Skinner **Date:** 10/04/21

ADDITIONAL CONTACT INFORMATION

Key Operator Contact:	Phone:	Email Address:
Meter Read Contact:	Phone:	Email Address:
Accounts Payable Contact:	Phone:	Email Address:
Special Instructions:	ATTEST:	



[Signature]
 Theresa Goodness
 Interim County Clerk

Pages Agreement Addendum - Additional Equipment

ADDENDUM TO MAINTENANCE PLAN

Product Covered Under Contract:

Item	Model/Description	Equipment ID	Serial Number	Device Type	Base Amount (Monthly)	Meter Reading
17	HP LaserJet P2055x		VNB3R44685		\$ 20.00	
18	HP Color LaserJet M254		VNB3H15379		\$ 40.00	
19	HP LaserJet Color M451nw					0 Meter Reading
20	HP LaserJet 1320		CNHC5C31XH			0 Meter Reading
21	HP Color LaserJet Pro M252dw		VNB3F72479			0 Meter Reading
22	HP LaserJet M402dw		PHBVD40022		\$ 20.00	
23	HP LaserJet M454dn		VNB3k22778		\$ 20.00	
24	HP LaserJet M402dn		PHBQG18130		\$ 20.00	
25	HP Color LaserJet M254dw		VNB3N01929		\$ 40.00	
26	HP Color LaserJet Pro 400		CNDG144249		\$ 40.00	
27	HP Color LaserJet Pro M252dw		VNB3F72479		\$ 40.00	
28	HP LaserJet Pro 400		PHGDF60953		\$ 20.00	
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This page is a continuation of the Pages Agreement dated _____ between Function 4 and Customer.

Customer Name:	<u>Jeff Brangk</u>	Function 4 Representative:	<u>Mark McKee</u>	10/04/21
Signature:		Date:		Date:
Title:	<u>County Judge</u>	Function 4 Manager:	<u>Paul Ryan Skinner</u>	10/04/21
		Date:		Date:

PAGES AGREEMENT TERMS AND CONDITIONS

1. **DEFINITION AND INCORPORATION.** The term "Pages Agreement" as used herein shall mean the Pages Agreement for service and maintenance of the Equipment that is the subject of a Pages Agreement, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and Function 4, LLC ("Function 4") agree that these Terms and Conditions are incorporated by reference into the Pages Agreement to which they are attached as well as all purchase orders and invoices between Customer and Function 4 concerning the Equipment which is the subject of a Pages Agreement.
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6. **CUSTOMER CHANGES.** Function 4 reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for Function 4 to provide service to Customer or the Equipment.
7. **BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during Function 4's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of Function 4 holidays and subject to change by Function 4. At Customer's request, Function 4 may render service outside of normal business hours, subject to availability of personnel and additional charges at established Function 4 rates then in effect.
8. **RETAINED TITLE.** Title to all supplies furnished in connection with the Pages Agreement, including consumable parts such as drums, remains in Function 4 until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Pages Agreement, all such supplies and consumable parts shall be returned to Function 4 on demand. Additionally, Function 4 reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to Function 4's standard formula for such proration.
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10. **RECONDITIONING.** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Function 4 will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, Function 4 may refuse to renew this Pages Agreement for such unit, and/or refuse to continue providing service to such unit under this Pages Agreement, furnishing service only on a "Per Call" basis.
11. **NETWORK INTEGRATION.** If Network Integration services are provided by Function 4, Customer warrants that the Function 4 Digital Needs Analysis ("DNA") has been accurately completed and Function 4 may rely on the information contained in the DNA in providing network integration services. Function 4 reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).
12. **SYSTEM MONITORING.** Function 4 will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with Function 4 product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in Function 4's DNA). Should Customer opt-out of utilizing System Monitoring, Function 4 reserves the right to assess an incremental invoicing fee on Customer not to exceed \$25 per invoice.
13. **AUTOMATIC RENEWAL.** This Pages Agreement shall be automatically renewed without any notice from Function 4 or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at Function 4's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 15% price increase over the prior term.
14. **CANCELLATION OF SERVICE.** Cancellation of the Pages Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Function 4 may cancel this Pages Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. Function 4 may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Pages Agreement be cancelled by Customer, Function 4 will not issue any refund for the unused portion.
15. **LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to Function 4 the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, Function 4 may cancel this agreement and collect damages according to the foregoing formula.
16. **NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by Function 4 does not constitute a waiver of such rights by Function 4, or in any way prevent Function 4 from enforcing such rights, or any other rights hereunder, at a later time.
17. **ENTIRE AGREEMENT.** The Pages Agreement and, if applicable, the Equipment Order, in the event Customer has elected to acquire the Equipment from Function 4, constitutes the entire agreement between Customer and Function 4 related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understandings and/or communications between the parties relating to this Pages Agreement are hereby superseded.
18. **NO INDUCEMENTS.** Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.
19. **NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of Function 4, and that this Pages Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.
20. **AUTHORITY.** Customer and Function 4 each represent and warrant that their respective signatures to the Pages Agreement have been duly authorized to enter into this Pages Agreement by them.
21. **LIMITATION ON LIABILITY.** Under no circumstances shall Function 4 be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Pages Agreement or services provided under this Pages Agreement. Function 4's liability in case of nonperformance or breach of this Pages Agreement shall not exceed the amount of money which Customer has paid to Function 4 pursuant to this Pages Agreement.
22. **DISCLAIMER.** CUSTOMER TAKES THE EQUIPMENT "AS IS" AND FUNCTION 4 MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. Function 4 expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, causality, natural force or any other negligent act of Customer or Customers' agents and/or service performed by non-Function 4 personnel. Function 4 will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is any external electrical work covered under this agreement.
23. **Deleted in its entirety**
24. **Deleted in its entirety**
25. **CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Pages Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. This Pages Agreement is entered into and performable in the State of Texas. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Pages Agreement and any and all disputes with Function 4 shall lie with any state or federal court of competent jurisdiction in Jefferson County, Texas.
26. **WAIVER OF JURY TRIAL.** CUSTOMER AND FUNCTION4 HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS PAGES AGREEMENT.
27. **NOTICE.** Any notice or other communication given or required in connection with this Pages Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to Function 4, said notice shall be sent to the registered agent for Function 4 in the state in which the transaction arose, or to Function 4, Attention: William Petsouros, 12560 Reed Rd., Suite 200, Sugar Land, Texas 77478, or such other address as Function 4 may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to Function 4.
28. **FAIR NOTICE.** CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS PAGES AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 22, 23, 26, 28 AND THIS PROVISION ARE CONSPICUOUS, AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS PAGES AGREEMENT.
29. **AFFIRMATIVE ACTION.** Function 4 and all vendors and/or subcontractors are obligated to and do, to the best of Function 4's knowledge comply with the EEO clause at 41 CFR 60.1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.4(a).

Initial 

AGREEMENT



FEDERAL ID#: 1-74-6000291-2
AGREEMENT NO.:

CUSTOMER (YOU OR YOUR):

FULL LEGAL NAME: Jefferson, County of

ADDRESS: 1085 Pearl St., Beaumont, TX 77701-3545 (409) 835-8400

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

 SEE ATTACHED SCHEDULE

HP LaserJet Managed E52645dn

HP LaserJet Managed E52645dn

HP LaserJet Managed E60155dn

EQUIPMENT LOCATION: As Stated Above

(*PLUS TAX)

TERM IN MONTHS: 60MONTHLY PAYMENT AMOUNT: \$ 559.72PURCHASE OPTION: \$ 1.00SECURITY DEPOSIT: 0

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

CUSTOMER

SIGNATURE

Jeff Branick County Judge 10/05/2021

DATE

LESSOR (WE, OUR, OURS)

Function4

Paul Skinner

Paul Skinner

Director of Sales

10/04/21

LESSOR

SIGNATURE

PRINT NAME & TITLE

DATE

12560 Reed Rd Ste 200 Sugar Land, TX 77478-3380

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE:

INDIVIDUAL: NA

DATE:

SIGNATURE:

INDIVIDUAL: NA

DATE:

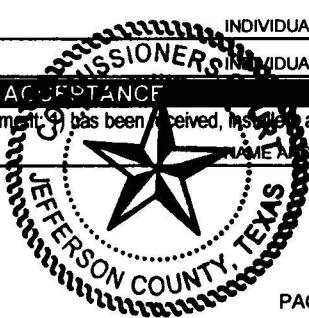
CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE:

NAME & TITLE:

DATE:



ATTEST:

Theresa Goodness
Interim County Clerk

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$89.50 (or \$99.50 if the total sum of payments exceeds \$75,000). If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

OWNERSHIP. You own the Equipment, including any software license rights granted to you, if any, by us or any third party supplier(s). You hereby grant us a security interest in the Equipment to secure your performance under this Agreement, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

TAXES. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. You agree to file any required personal property tax returns. Sales or use tax due upfront will be payable over the term with a finance charge.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

DESCRIPTION OF EQUIPMENT

AGREEMENT NO.:

TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES

SERIAL NO

HP LaserJet Managed E60155dn

HP Color LaserJet Managed E65160dn

VERIFICATION

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

Jefferson, County of

CUSTOMER

X

SIGNATURE

PRINT NAME & TITLE

DATE

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Function4 ("we", "us", "our") and Jefferson, County of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1705238 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE: 	NAME & TITLE: County Judge Jeff Branick	DATE: 10/05/2021
OUR SIGNATURE		
Function4	Paul Skinner	Director of Sales
	SIGNATURE	PRINT NAME & TITLE
		DATE

function⁴

20/40 Agreement

Bill To: (Legal Name) Jefferson County - County Clerk's	Ship To: (Legal Name) Jefferson County - County Clerk's Office
Name: <u>Office</u> Account Number: _____	Name: <u>Jefferson County - County Clerk's Office</u> Account Number: _____
Contact Name: <u>Theresa Goodness</u>	Street Address: <u>1085 Pearl Street</u>
Phone Number: <u>409-835-8480</u>	City: <u>Beaumont</u> State: <u>TX</u> Zip: <u>77701</u>
Street Address: <u>1085 Pearl Street</u>	
City: <u>Beaumont</u> State: <u>TX</u> Zip: <u>77701</u>	

Tax Exemption No Yes (Certificate required) **Tax Exemption Number:** 1-74-6000291-2

PO Required No Yes (Copy required) **PO Number:** _____ **PO Expiration Date:** _____

MAINTENANCE PLAN

Billing Cycle: Monthly Quarterly Annually **Effective Date:** _____ **Upon Delivery & Installation**

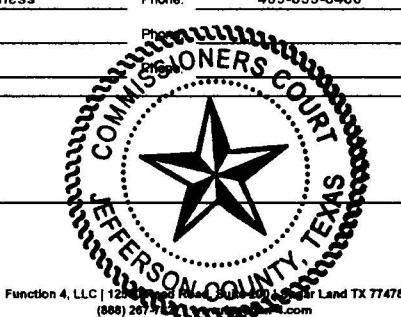
Contract Term (Months): 12 24 36 48 60 63

Product Covered Under Contract:

Item	Model/Description	Equipment ID	Serial Number	Device Type	Base Amount	Meter Reading
1	HP E52645dn			Mono	\$ 20.00	
2	HP E52645dn			Mono	\$ 20.00	
3	HP E60155dn			Mono	\$ 20.00	
4	HP E60155dn			Mono	\$ 20.00	
5	HP E60155dn			Mono	\$ 20.00	
6	HP E60155dn			Mono	\$ 20.00	
7	HP E60155dn			Mono	\$ 20.00	
8	HP E60155dn			Mono	\$ 20.00	
9	HP E60155dn			Mono	\$ 20.00	
10	HP E60155dn			Mono	\$ 20.00	
11	HP E60155dn			Mono	\$ 20.00	
12	HP E60155dn			Mono	\$ 20.00	
13	HP E60155dn			Mono	\$ 20.00	
14	HP E60155dn			Mono	\$ 20.00	
15	HP E60155dn			Mono	\$ 20.00	
16	HP E65160dn			Color	\$ 40.00	

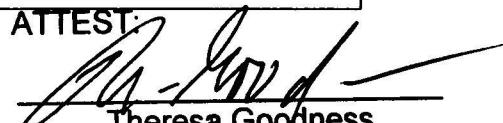
Customer Name: <u>Jeff Bratnick</u> <small>Please Print</small>	Function 4 Representative: <u>Mark McKee</u> <small>Date: 10/04/21</small>
Signature: <u>J. Bratnick</u> <small>Authorized Representative of Customer</small>	Function 4 Manager: <u>Paul Ryan Skinner</u> <small>Date: 10/04/21</small>
Title: <u>County Judge</u>	

ADDITIONAL CONTACT INFORMATION			
Key Operator Contact:	<u>Theresa Goodness</u>	Phone:	<u>409-835-8480</u>
Meter Read Contact:		Phone:	
Accounts Payable Contact:		Phone:	
Special Instructions:			



Function 4, LLC | 12800 Research Forest Drive, Suite 200, Sugar Land TX 77478
(888) 267-4444 | www.function4.com

ATTEST:


Theresa Goodness
Interim County Clerk

PAGES AGREEMENT TERMS AND CONDITIONS

1. **DEFINITION AND INCORPORATION.** The term "Pages Agreement" as used herein shall mean the Pages Agreement for service and maintenance of the Equipment that is the subject of a Pages Agreement, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and Function 4, LLC ("Function 4") agree that these Terms and Conditions are incorporated by reference into the Pages Agreement to which they are attached as well as all purchase orders and invoices between Customer and Function 4 concerning the Equipment which is the subject of a Pages Agreement.
2. **INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.
3. **PAGES SERVICES.** If Customer pays the applicable charge for the Pages Agreement, Function 4 will perform maintenance cleaning and make inspections, adjustments and repairs, and replace parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 7, below). Function 4 will furnish the following HP OEM supplies, to be delivered at accepted intervals in quantities as usage history dictates as determined by Function 4 and additional deliveries as required: Toner and Drums. Pages Agreements does not include paper, labels, staples or transparencies of any kind. Function 4 reserves the right to charge Customer for shipping and handling charges incurred by Function 4 for the delivery of any Consumable Supplies delivered to the Customer. Function 4 agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 13, Function 4 shall have the right under this Pages Agreement to increase the cost per page rate upon thirty (30) days written notice to Customer.
4. **FLAT FEE LIMITATIONS.** This agreement includes parts, service, labor, and toner for a flat-fee per mono device per month and a flat fee per color device per month. Toner cartridges ordered under this agreement are only to be used for the device(s) listed by serial number(s) under the Function 4 Pages Maintenance Agreement. Function 4 will request an initial meter read at the beginning of the agreement and reserves the right to request additional meter reads anytime, without notice, during the period of this agreement for any device listed as part of the agreement in order to verify the accuracy of the meter reads as compared to the yields on the toners ordered. Any violation of this agreement will render the agreement null and void.
5. **PAYMENT; SUSPENSION OF SERVICE.** Customer agrees to pay, by check made payable to Function 4 or by credit card, all invoices rendered for services performed on Equipment within 30 days from the date of the invoice. Function 4 does not accept cash payments. If any part of any payment due to Function 4 hereunder is more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover Function 4's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Function 4 shall have the right to discontinue service in the event Customer becomes delinquent in payment.
6. **CUSTOMER CHANGES.** Function 4 reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for Function 4 to provide service to Customer or the Equipment.
7. **BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during Function 4's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of Function 4 holidays and subject to change by Function 4. At Customer's request, Function 4 may render service outside of normal business hours, subject to availability of personnel and additional charges at established Function 4 rates then in effect.
8. **RETAINED TITLE.** Title to all supplies furnished in connection with the Pages Agreement, including consumable parts such as drums, remains in Function 4 until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Pages Agreement, all such supplies and consumable parts shall be returned to Function 4 on demand. Additionally, Function 4 reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to Function 4's standard formula for such proration.
9. **AVAILABILITY OF SUPPLIES.** Function 4 Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper). It is Customer's responsibility to order and have the necessary supplies available for Customer Service Engineer's use.
10. **RECONDITIONING.** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Function 4 will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, Function 4 may refuse to renew this Pages Agreement for such unit, and/or refuse to continue providing service to such unit under this Pages Agreement, furnishing service only on a "Per Call" basis.
11. **NETWORK INTEGRATION.** If Network Integration services are provided by Function 4, Customer warrants that the Function 4 Digital Needs Analysis ("DNA") has been accurately completed and Function 4 may rely on the information contained in the DNA in providing network integration services. Function 4 reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).
12. **SYSTEM MONITORING.** Function 4 will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with Function 4 product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in Function 4's DNA). Should Customer opt-out of utilizing System Monitoring, Function 4 reserves the right to assess an incremental invoicing fee on Customer not to exceed \$25 per invoice.
13. **AUTOMATIC RENEWAL.** This Pages Agreement shall be automatically renewed without any notice from Function 4 or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at Function 4's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 15% price increase over the prior term.
14. **CANCELLATION OF SERVICE.** Cancellation of the Pages Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Function 4 may cancel this Pages Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. Function 4 may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Pages Agreement be cancelled by Customer, Function 4 will not issue any refund for the unused portion.
15. **LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to Function 4 the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, Function 4 may cancel this agreement and collect damages according to the foregoing formula.
16. **NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by Function 4 does not constitute a waiver of such rights by Function 4, or in any way prevent Function 4 from enforcing such rights, or any other rights hereunder, at a later time.
17. **ENTIRE AGREEMENT.** The Pages Agreement and, if applicable, the Equipment Order, in the event Customer has elected to acquire the Equipment from Function 4, constitutes the entire agreement between Customer and Function 4 related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understandings and/or communications between the parties relating to this Pages Agreement are hereby superseded.
18. **NO INDUCEMENTS.** Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.
19. **NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of Function 4, and that this Pages Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.
20. **AUTHORITY.** Customer and Function 4 each represent and warrant that their respective signatures to the Pages Agreement have been duly authorized to enter into this Pages Agreement by them.
21. **LIMITATION ON LIABILITY.** Under no circumstances shall Function 4 be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Pages Agreement or services provided under this Pages Agreement. Function 4's liability in case of nonperformance or breach of this Pages Agreement shall not exceed the amount of money which Customer has paid to Function 4 pursuant to this Pages Agreement.
22. **DISCLAIMER.** CUSTOMER TAKES THE EQUIPMENT "AS IS" AND FUNCTION 4 MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. Function 4 expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, causality, natural force or any other negligent act of Customer or Customers' agents and/or service performed by non-Function 4 personnel. Function 4 will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is any external electrical work covered under this agreement.
23. **Deleted in its entirety**
24. **Deleted in its entirety**
25. **CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Pages Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. This Pages Agreement is entered into and performable in the State of Texas. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Pages Agreement and any and all disputes with Function 4 shall lie with any state or federal court of competent jurisdiction in Jefferson County, Texas.
26. **WAIVER OF JURY TRIAL.** CUSTOMER AND FUNCTION4 HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS PAGES AGREEMENT.
27. **NOTICE.** Any notice or other communication given or required in connection with this Pages Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to Function 4, said notice shall be sent to the registered agent for Function 4 in the state in which the transaction arose, or to Function 4, Attention: William Patsouras, 12560 Reed Rd., Suite 200, Sugar Land, Texas 77478, or such other address as Function 4 may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to Function 4.
28. **FAIR NOTICE.** CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS PAGES AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 22, 23, 26, 28 AND THIS PROVISION ARE CONSPICUOUS, AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS PAGES AGREEMENT.
29. **AFFIRMATIVE ACTION.** Function 4 and all vendors and/or subcontractors are obligated to and do, to the best of Function 4's knowledge comply with the EEO clause at 41 CFR 60.1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.4(a).

Initial





JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark *DC*
Purchasing Agent

Date: September 30, 2021

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

October 5, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CORRECTIONAL FACILITY	CHEST FREEZER		
CORRECTIONAL FACILITY	SMALL REFRIGERATOR		
CORRECTIONAL FACILITY	3 - FILE CABINETS		
CORRECTIONAL FACILITY	WASHING MACHINE	0902016147	33335
CORRECTIONAL FACILITY	TANKLESS WATER HEATER		
CORRECTIONAL FACILITY	4 X 6' METAL BURN BIN		
CORRECTIONAL FACILITY	10 DRAWERS FROM BUNKS		
CORRECTIONAL FACILITY	TIN FROM 2 HORSE BARNs		
CORRECTIONAL FACILITY	SCRAP METAL 3,000 LBS		
CORRECTIONAL FACILITY	20 - TV MOUNTS		
CORRECTIONAL FACILITY	WASHING MACHINE	0711001347	
CORRECTIONAL FACILITY	WASHING MACHINE	0711003949	32541
CORRECTIONAL FACILITY	DRYER	9607003464	
CORRECTIONAL FACILITY	DRYER	0710026501	32546
CORRECTIONAL FACILITY	6 - COTS		
<i>contact person: Mistey Reeves</i>			

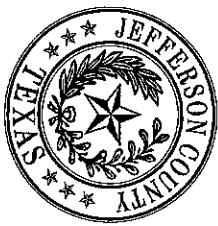


JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY Scrap Metal

Date: 9-15-21
 Department: Correctional Facility
 Contact Person: Mistey Reeves
 Phone: 726-2520
 Fax: 720-4031
 Department Head Approval: ✓
 Approved in Com. Court: ✓

Description of Property	Serial No.	Asset No.	Condition of Property
Chest Freezer	N/A	N/A	Broken
Small Refrigerator	N/A	N/A	Broken
3 File Cabinets	N/A	N/A	Broken
Washing Machine	0902016147	N/A	Broken
Tankless Water Heater	N/A	N/A	Broken
4' x 6' Metal Burn Bin	N/A	N/A	Broken
10 Drawers from Bunks	N/A	N/A	Broken
Tin from 2 Horse Barns	N/A	N/A	Broken



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY *Scrap Metal*

Date: 9-15-21
 Department: Correctional Facility
 Contact Person: Mistey Reeves
 Phone: 726-2520
 Fax: 720-4031
 Department Head Approval: JM
 Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
Scrap Metal 3,000 lbs	N/A	N/A	Broken
20 TV Mounts	N/A	N/A	Broken
Washing Machine	0711001347	N/A	Broken
Washing Machine	0711003949	N/A	Broken
Dryer	9607003464	N/A	Broken
Dryer	0710026501	N/A	Broken
6 cots	N/A	N/A	Broken



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark *dc*
Purchasing Agent

Date: September 30, 2021

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

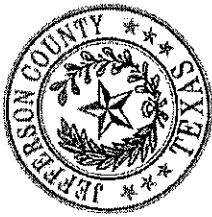
JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

October 5, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CONSTABLE PCT. 6 <i>contact person: Samantha Redeaux</i>	BROWN CHAIR		
CORRECTIONAL FACILITY <i>contact person: Misty Reeves</i>	(8) 19" BOX TELEVISION		
CRIME LAB <i>contact person: Emily Esquivel</i>	OFFICE CHAIR	35290	
CRIME LAB	OFFICE CHAIR	16787	
CRIME LAB	OFFICE CHAIR	16795	
CRIME LAB	OFFICE CHAIR	16771	
CRIME LAB	OFFICE CHAIR	22261	
CRIME LAB	RECEPTION CHAIR	35288	
CRIME LAB	RECEPTION CHAIR	35291	
CRIME LAB	RECEPTION CHAIR	35289	
J.P. PCT. 1, PL. 1 <i>contact person: Diana Ramirez</i>	CHAIR	10754	
J.P. PCT. 1, PL. 1	TYPEWRITER	180470708707	
MOSQUITO CONTROL <i>contact person: Denise Wheeler</i>	OFFICE DESK	17360	
SHERIFF - P.A. WARRANTS <i>contact person: Kelly Fountain</i>	HP DESKJET 300 PRINTER	CN1AB32PRP	
SHERIFF - P.A. WARRANTS	SHARP EL-1197G CALCULATOR	18185158	3066
SHERIFF - P.A. WARRANTS	SAMSUNG VCR	6RACB10705	4463

Approved by Commissioners' Court: _____



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date:	09/08/2021
Department:	Constable Pct. 6
Contact Person:	Samantha Redeaux
Phone:	(409) 839-2339
Fax:	(409) 839-2390
Department Head Approval:	Joe "QB" Stevenson <i>J.S.</i>
Approved in Com. Court:	



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date:	9-15-21
Department:	<u>Correctional Facility</u>
Contact Person:	<u>Mistey Reeves</u>
Phone:	<u>726-2520</u>
Fax:	<u>720-4031</u>
Department Head Approval:	<u>Dick Minn</u>
Approved in Com. Court:	



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 9/20/21

Department: Regional Crime Laboratory

Contact Person: Emily Esquivel

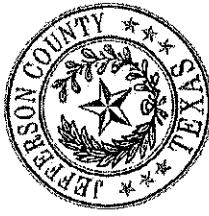
Phone: 726-2577

Fax: 726-2576

Department Head Approval: _____

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
Office Chair		35290	broken
Office Chair		16787	broken
Office Chair		16795	broken
Office Chair		16771	broken
Office Chair		22261	broken
Reception chair		35288	poor
Reception chair		35291	poor
Reception chair		35289	poor



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 09/15/2021

Department: JUSTICE OF THE PEACE PCT 1 PL 1

Contact Person: DIANA RAMIREZ

Phone: 409-835-8522

Fax: 409-835-8523

Department Head Approval: DRS

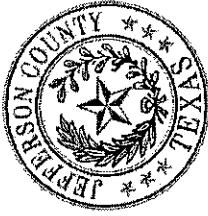
Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
BROKEN CHAIR	N/A	10754	BROKEN/DIRTY
TYPEWRITER	180470708707	N/A	DOES NOT WORK

RECEIVED SEP 29 2021

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY



Date:	9/27/2021
Department:	Mosquito Control
Contact Person:	Denise Wheeler
Phone:	409 719 5940
Fax:	409 727 4476
Department Head Approval:	<u>Denise Wheeler</u> Approved in Com. Court



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: September 23, 2021

Department: Sheriff's Office - Pt Arthur Warrants

Contact Person: Kelley Fountain / Capt. Reginald Boykin Sr.

Phone: 409-983-8350

Fax: 409-983-8352

Department Head Approval: Capt R Boykin Sr.

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
HP Deskjet 300 printer	CN1AB32PRP	No Asset Tag	Does not work
Sharp EL-1197G Calculator	18185158	59PA	#3066 Does not work
Samsung VCR	6RACB10705	59MC	#4463 Unknown

Jefferson County
MAINTENANCE DEPT.
PCT.3

**525 Lakeshore Dr.
Port Arthur TX.
77640**

09/28/21

Jefferson County Port Arthur Maintenance requesting funds from contingency account 120-6084-416-6014 Fy22 in the amount of \$46,342.40 for repairs for Sub-courthouse elevator.

Please contact Maintenance with any question ext. 8323 or 8307

Kenneth Shepherd

Maintenance Superintendent

Shenita Keyes

Port Arthur Maintenance Sec.

Thanks Maintenance



Made to move you

DATE: 09/23/2021

TO:
JEFFERSON COUNTY COURTHOUSE NO
 1149 Pearl, 7th Floor
 Beaumont, TX 777013635

FROM:
Otis Elevator Company
 8745 Eastex Frwy
 Beaumont, TX 77708

EQUIPMENT LOCATION:
JEFF CTY SUBCOURTHOUSE
 525 Lakeshore
 Port Arthur, TX 77640

Bryan Hebert
 Phone: (281) 541-3389
 Fax: (860) 660-1502

PROPOSAL NUMBER: ZCA210922152026

MACHINE NUMBER(S) : Z77312

CUSTOMER DESIGNATION(S) : ONLY ELV, 8399

Remove old cylinder and replace with new.

Cylinder Replacement

New Cylinder with Sealed PVC Protection

The cylinder shall be of a double bottom design constructed of steel pipe of sufficient thickness and suitable for the operating pressure as prescribed by the latest revision of the ASME A17.1 or CAN3-B44 codes. The top of the cylinder shall be equipped with a new cylinder head with a drip ring to collect any oil seepage as well as an internal guide ring and self-adjusting packing. The cylinder exterior shall be covered with a protective coating. Sealed PVC Protection helps protect the cylinder from corrosion, permits monitoring and evacuation of liquids to make sure the cylinder does not come in contact with water, and helps contain oil should the cylinder leak. The sealed PVC Protection can help protect your property against possible environmental contamination and clean-up costs.

New Plunger

The plunger shall be constructed of selected steel tubing or pipe of proper diameter machined true and smooth with a fine polished finish. The plunger shall be provided with a stop ring electrically welded to it to prevent the plunger from leaving the cylinder.

Installation

The plunger and new cylinder shall be installed plumb and shall operate freely with minimum friction.

Cylinder Head Support Removal - Otis

Otis will remove the existing cylinder-head support for cylinder replacement. After installation of the new cylinder and sealed PVC Protection System is complete, Otis will provide a new cylinder-head support.

Otis Service and Repair Order

Removal of Equipment and Hole Preparation

This proposal includes removing the existing cylinder from the original well hole. Drilling work is not included in this proposal. If any physical obstruction, hindrance, ground water, or cave-in is encountered below the ground, we shall be provided with written authorization to proceed with the excavation utilizing any additional special hoisting or excavating equipment required. Otis Elevator Company shall be reimbursed for all additional costs incurred subsequent to encountering the physical obstruction or hindrance, including the costs of the special equipment, at our regular billing rates. In addition, due to possible unforeseen conditions, we may experience problems in pulling the cylinder from the ground. We have estimated a maximum of three days to set up and pull the cylinder. If additional time is required, this time will be billed at the rates negotiated under our new agreement.

Removal of Excavation Spoils

All excavation spoils removed by Otis and its agents or (sub)contractors during the performance of this work will be placed in 55 gallon drums at the site. It shall remain the owner's responsibility to properly label and dispose of the excavation spoils and existing cylinders according to regulatory requirements.

WORK NOT INCLUDED IN THE ELEVATOR CONTRACT

When needed, we will provide protection for floors, walls and elevator entrances for normal activities associated with this work. If special drilling or excavation of contaminant material equipment is required, the owner will be responsible for all building protection and alterations needed to bring this equipment in, use and take off of the premises. To complete this installation, the following items must be performed or furnished by the owners or their agent according to governing codes.

The price and installation schedule of the elevator contractor is based on the following conditions prevailing at the beginning and during installation of the elevator equipment and includes the following:

- Provide electric power for light, tools, hoists, welding, drilling rig (if necessary), etc. required for the duration of this project.
- Owner will provide full access to the work area for the contractors works and their agents at all times during the agreed upon work hours for the duration of the project.
- The owner will provide on site storage space adequate to store cylinder, PVC, oil, tools, etc. during the project. The storage space should be close proximity to the work area.
- It shall remain the owner's responsibility that the well hole is free of contaminants and clear of any obstructions.
- The owner will provide all necessary permits for welding, gas burning and cutting in the elevator hoistway.
- The owner is responsible for deactivating and reactivating all fire, smoke and/or combustion sensors in the work area that may be activated by the effects of the operations required to complete this work.

NOTES:

Not included if required:

In addition, due to possible unforeseen conditions, we may experience problems in pulling the cylinder from the ground. We have estimated a maximum of three days to set up and pull the cylinder. If additional time is required, this time will be billed at the rates negotiated under our new agreement.

- Any required environmental drilling and clean-up will be extra
- If required, piping will be extra
- Hiring of pump truck to clean cylinder hole

NOTE:

Customer is responsible for the evacuation of the hole and discarding of oily material.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Otis Service and Repair Order

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

PRICE: \$ 46,342.40
Forty-six thousand three hundred forty-two dollars and forty cents

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 46,342.40.

PAYMENT TERMS:

- The base proposal price is contingent upon receiving a pre-payment of 100% of the base contract amount.
- The pre-payment amount is due in full prior to ordering material and/or mobilizing.
- If you choose the alternative down-payment amount listed below, the corresponding Add shall be applied to the base contract amount.

Down Payment Amount	Price Adjustment Percentage	Authorization (Initial)
50%	+10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Bryan Hebert
 Title: Manager, Sales
 E-mail: Bryan.Hebert@Otis.com

Accepted in Duplicate

CUSTOMER
 Approved by Authorized Representative

Date: _____ Date: _____

Signed: _____ Signed: _____

Print Name: _____ Print Name: Meagan Milford

Title: _____ Title: General Manager

E-mail: _____

Name of Company: _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
 (Name of Principal or Owner)

Otis Service and Repair Order

TERMS AND CONDITIONS

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.
2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. This quotation is subject to change or withdrawal by us prior to acceptance.
4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the EMS Panorama 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.
5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.
6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.
7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.
8. Payments shall be made as follows: A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainerage and the aggregate of previous payments. The retainerage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
9. Any material removed by us in the performance of the work shall become our property.
10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.
11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or acts, or act of God; provided, however, that, should loss or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.
14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.
15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us, and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment if it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.
16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.
19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.
20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: SEPTEMBER 29, 2021

The following FY 2022 budget amendment for Constable Pct 2 is necessary for replacement of vehicle.

120-3066-425-6007	Capital - Automobiles	\$36,186
120-9999-415-9999	Contingency	\$36,186



Purchasing Program of the Education Service Center Region 2

PRODUCT PRICING SUMMARY

GOODBUY 17-17 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: JEFFERSON COUNTY

Prepared by: KEN DURBIN

Contact: JOE ZURITA MO # 960-1380

Phone: MO # 409-284-1009

Email: JZURITA@CO.JEFFERSON.TX.US

Email: KDURBIN.SILSBEEFLEET@GMAIL.COM

Product Description 2022 CHEV TAHOE PPV

Date: April 21, 2021

A. Bid Item: 4

A. Base Price: \$ 31,992.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
1	TAHOE PPV 2WD	\$ -		BLACK EXT / GRAY INT	
	5.3L V-8 W-AUTOMATIC	\$ -			
	POWER GROUP / WINDOWS & LOCKS	\$ -		CUSTOMER PICK UP	
	REAR VIEW CAMERA	\$ -			
	CRUISE CONTROL	\$ -			
	RUNNING BOARDS	\$ -	1	HEADLIGHT & TAILIGHT PREP PKG	\$ 125.00
	KEYLESS ENTRY				
	TRAILER TOW PKG / CLASS # 3 HITCH				
1	LEFT SPOTLIGHT	\$ 645.00			

Total of B. Published Options: \$ 770.00

Published Option Discount (5%) \$ (38.50)

C. Additional Options [not to exceed 25%]

\$= 0.4 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG	\$ 125.00		\$ -
2022 MODEL UPGRADE PKG.	\$ -		

Total of C. Unpublished Options: \$ 125.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 111.75

F. Contract Price Adjustment:

\$ 445.75

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 33,406.00

I. Quantity Ordered 2 x K =

\$ 66,812.00

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 67,112.00

/2

=



1211 Highway 96 North.
SILSBEE, TEXAS 77656
(409) 895-3800

PARTS INVOICE

INVOICE NO. 007383	CUSTOMER NO. JEFF11	RO	P.O. #	CUSTOMER NAME JEFFERSON COUNTY	DATE 05/07/21
THANK YOU FOR YOUR BUSINESS		1149 PEARL ST BEAUMONT TX 77701			
JOE Z. CONSTABLE PCT.2		B: (409) 727-2173 C: (409) 722-1916			

Customer Quote

F57	(3)	2	W.ISFL54Z	21 TAH INNER	758.36	758.36	1516.72
SPO	(3)	4	SO.EMPS2SMS4J	MPOWER 4" SCREW	196.00	95.65	382.60
	(3)	4	W.PSJ02FCR	STRIP LITE+ DUO	172.00	110.80	443.20
	(3)	4	W.PSEKT90	STRIP LITE BRAC	23.50	15.14	60.56
F52	(3)	2	LI.CONSOLE21TAH	21 TAH CONSOLE	1304.48	1304.48	2608.96
	(3)	2	C3.3492I6S	XCEL SIREN	499.00	327.57	655.14
	(3)	2	W.RPLS54	RR PILLAR LEDS	1075.31	1075.31	2150.62

Counterman 57 Quoted: 05/07/2021 15:28:13

DISCLAIMER OF WARRANTIES		TERMS
Any warranties on the product sold hereby are those made by the manufacturer. The seller, Silsbee Ford, Inc., hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Silsbee Ford, Inc., neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.		No returns on electrical or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.
<input checked="" type="checkbox"/> CUSTOMER SIGNATURE		
007383		Customer Quote

Parts 7817.80
State Tax .00

Quote Total 7817.80



Pursuit Safety, Inc.

4947 State Hwy 276, Royse City, TX 75189
 Phone: 972-772-4747
 Fax 972-722-1624
 Info Email to Sales@pursuitsafety.com



161

RO#: 38186
 Estimate

Page: 1

Sold To:
 JEFFERSON CO CONSTAB.
 CHRISTOPHER BATES
 525 LAKESHORE DR.
 2ND FLOOR
 Port Arthur, TX 77640
 Pn: (409) 983-8335

Bill To:
 JEFFERSON CO CONSTAB.
 CHRISTOPHER BATES
 525 LAKESHORE DR.
 2ND FLOOR
 Port Arthur, TX 77640
 Pn: (409) 983-8335

Vehicle:
 Eng: Tran:
 VIN:
 Mileage In: Out:
 P Date: Clr:
 Cab Config:
 Lic: St:

Repair Order:

Service Writer, Timothy

PO Number:

Date In: 05/25/2021

Date Out:

Driver:

Quotes are good for 30 days

Graphics

WORK DESC.: PRODUCE AND INSTALL 2 BLACK STEALTH KITS ON 2022 CHEVY TAHOES.

Labor:	Description	Extended
	INSTALL GRAPHICS (\$200 EACH VEHICLE)	400.00
		Labor Sub Total: 400.00
Parts:	Description	List Ea. Price Ea. Qty Extended
	CUT BLACK REFLECTIVE GHOST KIT 2022 CHEVY TAHOE BLACK	521.46 2.00 1042.92
		Parts Sub Total: 1042.92
		Job Sub Total: 1442.92

PLEASE SIGN AND RETURN WITH A HARD COPY PURCHASE ORDER AND TAX EXEMPT CERTIFICATE TO AUTHORIZE WORK

This quote is an estimate for the described materials & services you have requested. It is believed to be accurate based on the information we received. There may be additional charges for shipping that will be added to the invoice. Other charges for items may include: items missing from a unit we strip that doesn't have all the correct parts. Parts that need replacing due to body style changes from the factory and miscellaneous brackets needed for the install that may not have been quoted. We will advise you of any additional parts needed for the completion of the job and the cost of the items. You will be required to sign and return the change order so we may complete the job. Quotes are good for 30 days.

Parts: 1042.92
 Labor: 400.00
 Sublets: 0.00
 Misc: 0.00
 Subtotal: 1442.92
 Sales Tax: 0.00
 TOTAL: 1442.92
 Balance: 1442.92 /

Customer Signature

Date

Budget for Title IV-E
County Child Welfare Services Contract

CWIVE Summary

Please select your County and Budget Effective Date from drop down boxes below.

County: JEFFERSON COUNTYContract Number: HHS000285000032Budget Effective Date: 10/1/2021-9/30/2022

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$0.00	\$0.00	\$0.00
A.2. Direct Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$1,500.00	\$215.34	\$1,284.66
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00
A.6. Direct Other Costs	\$6,800.00	\$976.21	\$5,823.79
Total Administration:	\$8,300.00	\$1,191.55	\$7,108.45
B. Training			
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training:	\$0.00	\$0.00	\$0.00
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM:	\$183,000.00	\$52,542.96	\$130,457.04
D. Indirect Costs (if applicable)			
Total Indirect Costs:	\$0.00	\$0.00	\$0.00
Grand Total:	\$191,300.00	\$53,734.51	\$137,565.49

*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

28.71%

**Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year. Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to the county.

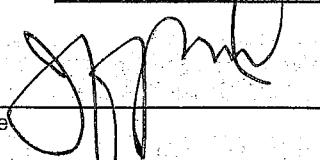
67.00%

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):

0.00%

Contractor Certification

Signature



9-28-21

Date

JEFF R. BRANICK, COUNTY JUDGE

Printed Name & Title

Budget for Title IV-E County Child Welfare Services Contract

Administration

A.1. Direct Personnel Salaries

County: JEFFERSON COUNTY

Contract Number: HHS000285000032

Budget Effective Date: 10/1/2021-9/30/2022

Budget for Title IV-E County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated July 2021

Administration

A.2. Direct Personnel Fringe Benefits

County: JEFFERSON COUNT
Contract Number: HHS00028500032
Budget Effective Date: 10/1/2021-9/30/2022

Texas Dept. of Family
and Protective Services

Budget for Title IV-E County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated July 2021

Administration

A.3. Direct Personnel Travel

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2021-9/30/2022

Texas Dept. of Family
and Protective Services

Budget for Title IV-E County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated July 2021

Administration

A.4. Direct Materials and Supplies

County: JEFFERSON COUNT
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2021-9/30/2022

Materials and Supplies (description)	Estimated Total Expense*
Recruitment materials and supplies	\$500.00
Overhead expenses	\$500.00
General office supplies	\$500.00

Texas Dept. of Family
and Protective Services

Budget for Title IV-E County Child Welfare Services Contract

Form 2030CWIVE
Last Updated July 2021

Administration

A.5. Direct Equipment

County: JEFFERSON COUNTY
Contract Number: HHS00028500032
Budget Effective Date: 10/1/2021-9/30/2022

Texas Dept. of Family
and Protective Services

Budget for Title IV-E County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated July 2021

Administration A.6. Direct Other Costs

County: JEFFERSON COUNTY
Contract Number: HHS00028500032
Budget Effective Date: 10/1/2021-9/30/2022

Other Costs (description)	Estimated Total Expense*
Storage room rental	\$4,800.00
Citations	\$500.00
Birth certificates	\$500.00
Resources books and publications	\$500.00
Film & Photo Processing & Related Costs	\$500.00

Budget for Title IV-E County Child Welfare Services Contract

Training

B.1. Title IV-E Training (75%)

County: JEFFERSON COUNTY

Contract Number: HHS000285000032

Budget Effective Date: 10/1/2021-9/30/2022

* estimated amount allocable to Title IV-E

NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.

**Budget for Title IV-E
County Child Welfare Services Contract**

Training

B.2. Title IV-E Fostering Connections Training (75%)

County: JEFFERSON COUNTY

Contract Number: HHS00028500032

Budget Effective Date: 10/1/2021-9/30/2022

**Budget for Title IV-E
County Child Welfare Services Contract**

Training

B.3. Non-Title IV-E Training (50%)

County: JEFFERSON COUNTY

Contract Number: HHS000285000032

Budget Effective Date: 10/1/2021-9/30/2022

Texas Dept. of Family
and Protective Services

**Budget for Title IV-E
County Child Welfare Services Contract**

Form 2030 CWIVE
Last Updated July 2021

Supplemental Foster Care Maintenance (SFCM)

County: JEFFERSON COUNT
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2021-9/30/2022

Supplemental FC Maintenance (description)	Estimated Total Expense*
Clothing	\$150,000.00
Daycare	\$1,000.00
Gifts	\$25,000.00
Graduation Expenses	\$1,500.00
Personal Items	\$3,500.00
School Supplies	\$1,000.00
Reasonable Child Specific Travel	\$1,000.00
Total SFCM Costs:	\$183,000.00

**Budget for Title IV-E
County Child Welfare Services Contract**

Budget Narrative

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2021-9/30/2022

characters, you will have to either manually insert a return at the end of each line (Alt-Enter) or go to the next row/cell below to type the remaining text.

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.

http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.asp

A. Administration

A.1. Direct Personnel Salaries

A.2. Direct Personnel Fringe Benefits

A.3. Direct Personnel Travel

A.4. Direct Materials and Supplies

Includes supplies for recruitment of foster home; public/community awareness expenses related to recruitment of foster homes; office supplies for record keeping and DFPS files; and overhead expenses including, but not limited to, stationery, postage, and banking

A.5. Direct Equipment

A.6. Direct Other Costs

**Budget for Title IV-E
County Child Welfare Services Contract**

Form 2030 CWIVE
Last Updated November 2020

Includes citation by publication, costs of documentation to establish identity (birth certificates); resource books and publications for DFPS eligibility and guidelines; film for documentation and records of DFPS cases; and storage room rental to store supplies for Title IV-E events

B. Training

B.1. Title IV-E Training (75%)

B.2. Title IV-E Fostering Connections Training (75%)

B.3. Non-Title IV-E Training (50%)

C. Supplemental Foster Care Maintenance (SFCM)

Includes clothing, daycare, gifts, graduation expenses, personal items, school supplies, and reasonable travel provided for the child to visit parents, siblings, relatives, or other caretakers at home or other appropriate location.

D. Indirect Costs (if applicable)

Budget for Title IV-E
County Legal Services Contract

CLIVE Summary

Please select your County and Budget Effective Date from drop down boxes below.

County: JEFFERSON COUNTY
 Contract Number: HHS000285100022
 Budget Effective Date: 10/1/2021-9/30/2022

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$334,684.21	\$48,047.27	\$286,636.95
A.2. Direct Personnel Fringe Benefits	\$160,906.46	\$23,099.73	\$137,806.73
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$5,050.00	\$724.98	\$4,325.02
A.5. Direct Equipment	\$16,400.00	\$2,354.38	\$14,045.62
A.6. Direct Other Costs	\$15,650.00	\$2,246.71	\$13,403.29
Total Administration	\$532,690.67	\$76,473.07	\$456,217.60
B. Training			
B.1. Title IV-E Training (75%)	\$20,050.00	\$4,317.57	\$15,732.43
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training	\$20,050.00	\$4,317.57	\$15,732.43
C. Indirect Costs (if applicable)			
Total Indirect Costs	\$0.00	\$0.00	\$0.00
D. Other Administration Independent Legal Representation			
D.1. Other Admin Independent Legal Representation Personnel Salaries	\$0.00	\$0.00	\$0.00
D.2. Other Admin Independent Legal Representation Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00
D.3. Other Admin Independent Legal Representation Personnel Travel	\$0.00	\$0.00	\$0.00
D.4. Other Admin Independent Legal Representation Materials and Supplies	\$0.00	\$0.00	\$0.00
D.5. Other Admin Independent Legal Representation Equipment	\$0.00	\$0.00	\$0.00
D.6. Other Admin Independent Legal Representation Other Costs	\$400,000.00	\$57,424.00	\$342,576.00
Other Administration Independent Legal Representation	\$400,000.00	\$57,424.00	\$342,576.00
Grand Total	\$952,740.67	\$138,214.64	\$814,526.03

*Estimated Federal Reimbursement for expenses based on
Eligible Population Rate (EPR) during 2nd quarter of the
preceding fiscal year. Actual reimbursement will be based on
EPR in effect for the county during the month in which
expenses were incurred.

28.71%

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):

0.00%

Contractor Certification

Signature

Date

Printed Name & Title

Budget for Title IV-E County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Texas Dept. of Family
and Protective Services

**Budget for Title IV-E
County Legal Services Contract**

Form 2030 CLIVE PR
Last Updated November 2020

A.2 Direct Personnel Fringe Benefits

County: JEFFERSON COUNTY

Contract Number: HHS000285100022

Budget Effective Date: 10/1/2021-9/30/2022

Type of Fringe Benefits	Estimated Total Expense*
Retirement	\$67,572.75
FICA	\$20,750.42
Medicare	\$4,852.91
Health Insurance	\$66,134.12
Life Insurance	\$556.68
Dental Insurance	\$1,039.58
Total Direct Personnel Fringe Benefits:	\$160,906.46

*estimated total cost for Title IV-E related activities

Refer to Title IV-E Financial Handbook for additional information:

Texas Dept. of Family
and Protective Services

Budget for Title IV-E County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Administration

A.3. Direct Personnel Travel

County: JEFFERSON COUNT
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2021-9/30/2022

Texas Dept. of Family
and Protective Services

Budget for Title IV-E County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Administration

A 4. Direct Materials and Supplies

County: JEFFERSON COUN
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2021-9/30/2022

Materials and Supplies (description)	Estimated Total Expense*
General Office Supplies	\$5,050.00
Total Direct Materials and Supplies:	\$5,050.00

Texas Dept. of Family
and Protective Services

Budget for Title IV-E County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Administration

A.5. Direct Equipment

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2021-9/30/2022

Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*
Computer Laser Jet Printer	Purchase	\$4,800.00
Computer Monitor	Purchase	\$1,600.00
Computer & Laptop Computer and Accessories with Software	Purchase	\$10,000.00

Texas Dept. of Family
and Protective Services

**Budget for Title IV-E
County Legal Services Contract**

Form 2030 CLIVE PR
Last Updated November 2020

Administration
A.6. Direct Other Costs

County: JEFFERSON COUNT

Contract Number: HHS000285100022

Budget Effective Date: 10/1/2021-9/30/2022

Other Costs (description)	Estimated Total Expense*
Postage	\$15,000.00
Software licenses	\$650.00
Total Other Costs:	\$15,650.00

Budget for Title IV-E County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Budget for Title IV-E County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

B.2. Title IV-E Fostering Connections Training (75%)

County: JEFFERSON COUNTY

Contract Number: HHS000285100022

Budget Effective Date: 10/1/2021-9/30/2022

Budget for Title IV-E County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Budget for Title IV-E County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Texas Dept. of Family
and Protective Services

Budget for Title IV-E County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Other Administration - Independent Legal Representation D.2. Fringe Benefits

County: JEFFERSON COUN
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2021-9/30/2022

Texas Dept. of Family
and Protective Services

**Budget for Title IV-E
County Legal Services Contract**

Form 2030 CLIVE PR
Last Updated November 2020

**Other Administration - Independent Legal
D.3. Travel**

County: JEFFERSON COUN
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2021-9/30/2022

Type of Travel Expense Note: only include travel <u>NOT</u> related to personnel training	Estimated Total Expense*
Total PR Personnel Travel:	\$0.00

Texas Dept. of Family
and Protective Services

**Budget for Title IV-E
County Legal Services Contract**

Form 2030 CLIVE PR
Last Updated November 2020

Other Administration - Independent Legal Representation
D.4. Materials and Supplies

County: JEFFERSON COUN
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2021-9/30/2022

Materials and Supplies (description)	Estimated Total Expense*
Total PR Materials and Supplies:	\$0.00

Texas Dept. of Family
and Protective Services

Budget for Title IV-E County Legal Services Contract

Form 2030CLIVE
Last Updated November 2020

Other Administration - Independent Legal Representation

D.5. Equipment

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2021-9/30/2022

Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*
Total PR Equipment:		\$0.00

Texas Dept. of Family
and Protective Services

**Budget for Title IV-E
County Legal Services Contract**

Form 2030 CLIVE PR
Last Updated November 2020

**Other Administration - Independent Legal Representation
D.6. Other Costs**

County: JEFFERSON COUN
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2021-9/30/2022

Other Costs (description)	Estimated Total Expense*
Court-appointed independent legal representation of parents and children	\$400,000.00
Total PR Other Costs:	\$400,000.00

**Budget for Title IV-E
County Legal Services Contract**

Budget Narrative

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2021-9/30/2022

Note: Each cell is limited to 1024 characters in order for word wrap to function properly. If you need to type more than 1024 characters, you will have to either manually insert a return at the end of each line (Alt-Enter) or go to the next row/cell below to type

Clearly describe each expense to be incurred and billed to this contract, including justification for expense.

Refer to Title IV-E Financial Handbook for additional information:
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp

A. Administration

A.1. Direct Personnel Salaries

**Budget for Title IV-E
County Legal Services Contract**

Chief Assistant District Attorney, Randi King: Ms. King is the chief prosecutor in the family law division. She represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. King provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee. She will certify CPS related time on a monthly basis.

Assistant District Attorney, John Nelson: Mr. Nelson represents the Texas Department of Family and protective services in cases filed in Jefferson County. Mr. Nelson provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 100% of his time is allocable to CPS/Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.

Assistant District Attorney, Michelle Brister: Ms. Brister represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. Brister provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Beth Jones: Ms. Jones provides clerical assistance to Randi King and Michelle Brister, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that approximately 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Johanna Harrison: Ms. Harrison provides clerical assistance to Ms. King, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Brittany Albanese: Ms. Albanese provides clerical assistance to Randi King and Michelle Brister, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, A.2. Direct Personnel Fringe Benefits

**Budget for Title IV-E
County Legal Services Contract**

Fringe benefits consist of all non-salary items that are paid on behalf of employees by the county. Fringe costs are allocated to each employee in accordance with the percentage of time that each employee is allocated to Title IV-E allowable activities.

These benefits are paid at the rates adopted by the Commissioners' Court of the County and consist of:

- ◆ FICA at 6.20% of gross salary per month (all employees)
- ◆ Medicare at 1.45% of gross salary per month (all employees)
- ◆ Retirement at 20.08% of gross salary per month (all employees)
- ◆ Health insurance (per *pay period):
 - R. King, B. Jones – Family Coverage at \$710.99
 - J. Nelson – Single Coverage at \$348.65
 - J. Harrison, B. Albanese, M. Brister – Employee & Child Coverage at \$575.56
- ◆ Dental insurance at \$9.52 per person per *pay period (all employees)
- ◆ Life insurance (varies according to age and gross salary) per *pay period:
 - B. Jones – estimated \$3.62
 - J. Harrison – estimated \$3.62
 - J. Nelson – estimated \$7.39
 - R. King – estimated \$7.39
 - B. Albanese – estimated \$3.32
 - M. Brister – estimated \$5.98

If, in any event, staff work less than the estimated percentage of time, actual time worked will be billed to the Title IV-E contract. No other direct or indirect expenditures are contained in this budget.

A.3. Direct Personnel Travel

None anticipated at this time.

A.4. Direct Materials and Supplies

**Budget for Title IV-E
County Legal Services Contract**

♦ General Offices Supplies (as detailed below).

- ♦ Ink toner used for printing of CPS case documents and communications.
- ♦ Folders used to store and file documentation related to CPS cases.
- ♦ White envelopes used to send and receive documentation related to CPS cases.
- ♦ Sharpie Marks-a-Lot pens for case file paperwork and labeling case files.
- ♦ Post-It Tabs for separating documents in case files maintained.
- ♦ Scotch tape.
- ♦ Pens.
- ♦ Manilla File Folders used for filing CPS case documents.
- ♦ Staples.
- ♦

**Budget for Title IV-E
County Legal Services Contract**

A.5. Direct Equipment

- ◆ Monitor to replace obsolete equipment.
- ◆ Printer to replace obsolete equipment.
- ◆ Computer and Laptop Computer with Software and Accessories to replace obsolete equipment. Used to prepare documents and send communications regarding CPS cases.

A.6. Direct Other Costs

- ◆ Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of \$1,250 per month.
- ◆ Software licensing for computer software used to prepare legal documentation for CPS cases.
- ◆ Software licensing for computer anti-virus software used to protect all CPS computers.

B. Training

B.1. Title IV-E Training (75%)

Two employees to attend Crimes Against Children conference. Two employees to attend the Texas District and County Attorneys Association Conference (TDCAA) update. One employee to attend the Texas Advanced Family Law Conference. Conference workshops are related to Title IV-E activities and pre-approval is requested from Federal Funds prior to attendance. Travel reimbursement will be made at current rates approved by Commissioner's Court for travel, per diem, and actual cost for lodging, not to exceed current Texas Comptroller rate plus taxes.

B.2. Title IV-E Fostering Connections Training (75%)

None anticipated at this time.

B.3. Non-Title IV-E Training (50%)

None anticipated at this time.

C. Indirect Costs (if applicable)

None anticipated at this time.

D. Other Administration - Independent Legal Representation

**Budget for Title IV-E
County Legal Services Contract**

D.1. Independent Legal Representation - Salaries

None anticipated at this time.

**Budget for Title IV-E
County Legal Services Contract**

D.2. Independent Legal Representation - Fringe Benefits

None anticipated at this time.

D.3. Independent Legal Representation - Travel

None anticipated at this time.

D.4. Independent Legal Representation - Materials and Supplies

None anticipated at this time.

D.5. Independent Legal Representation - Equipment

None anticipated at this time.

D.6. Independent Legal Representation - Other Costs

Attorney fees for court-appointed independent legal representation of parents and children in CPS cases.

NAME

AMOUNT CHECK NO. TOTAL

JURY FUND

CASH ADVANCE ACCOUNT	1,069.08	487416
DAWN DONUTS	52.50	487555
		1,121.58**

ROAD & BRIDGE PCT.#1

BEAUMONT TRACTOR COMPANY	10,525.90	487384
M&D SUPPLY	72.03	487420
OFFICE DEPOT	201.48	487431
SMART'S TRUCK & TRAILER, INC.	74.99	487444
AT&T	70.38	487446
VERIZON WIRELESS	76.06	487482
PATHMARK TRAFFIC PRODUCTS OF TEXAS	1,194.55	487493
PETROLEUM SOLUTIONS, INC.	1,975.48	487497
INTERSTATE ALL BATTERY CENTER - BMT	96.00	487516
SILSbee FORD INC	1,194.10	487546
P SQUARED EMULSION PLANTS, LLC	76,205.01	487579
		91,493.98**

ROAD & BRIDGE PCT.#2

CERTIFIED LABORATORIES	773.03	487390
ENTERGY	179.96	487410
MOTION INDUSTRIES, INC.	69.36	487425
MUNRO'S	20.00	487426
OFFICE DEPOT	163.92	487431
SETZER HARDWARE, INC.	162.03	487442
TIME WARNER COMMUNICATIONS	126.88	487456
TRI-CITY FASTENER & SUPPLY	184.80	487460
PATHMARK TRAFFIC PRODUCTS OF TEXAS	3,016.35	487493
ACT PIPE AND SUPPLY	3,289.86	487514
B-GREENER INDUSTRIAL CLEANERS LLC	1,488.50	487522
SILSbee FORD INC	126,067.61	487546
MARTIN MARIETTA MATERIALS	635.12	487554
ELKINS TRACTOR AND HAULING SVC, LLC	580.00	487576
CY-FAIR TIRE	623.00	487582
GULF COAST	1,421.10	487583
		137,555.52**

ROAD & BRIDGE PCT. # 3

COASTAL WELDING SUPPLY	203.10	487394
EASTEX RUBBER & GASKET	27.35	487398
GULF COAST AUTOMOTIVE, INC.	143.46	487409
MUNRO'S	66.30	487426
AT&T	79.32	487446
TIME WARNER COMMUNICATIONS	123.35	487449
VERIZON WIRELESS	37.99	487482
NORTHERN TOOL AND EQUIPMENT	749.99	487528
C & I OIL OF BEAUMONT LP	3,411.76	487585
		4,842.62**

ROAD & BRIDGE PCT.#4

SPIDLE & SPIDLE	3,651.76	487379
CITY OF BEAUMONT - LANDFILL	44.00	487383
CITY OF BEAUMONT - WATER DEPT.	20.54	487391
RB EVERETT & COMPANY, INC.	3,900.00	487399
ENTERGY	1,200.02	487410
M&D SUPPLY	366.31	487420
MUNRO'S	87.89	487426
SANITARY SUPPLY, INC.	447.74	487439
MARTIN PRODUCT SALES LLC	15,094.00	487503
ATTABOY TERMITES & PEST CONTROL	20.00	487517
ON TIME TIRE	445.90	487533
WALLER COUNTY ASPHALT	725.00	487560
FUNCTION 4 LLC	637.00	487561
O'REILLY AUTO PARTS	1,478.83	487572
		28,118.99**

ENGINEERING FUND

OFFICE DEPOT	162.17	487431
CDW COMPUTER CENTERS, INC.	53.95	487471
SHI GOVERNMENT SOLUTIONS, INC.	263.58	487488
MICHELLE FALGOUT	90.00	487598
		569.70**

PARKS & RECREATION

NAME	AMOUNT	CHECK NO.	TOTAL
RB EVERETT & COMPANY, INC.	292.45	487399	
ENTERGY	329.26	487410	
NORTHERN TOOL AND EQUIPMENT	859.95	487528	
US FLAG AND FLAGPOLE SUPPLY	496.24	487570	
GENERAL FUND			1,977.90**
TAX OFFICE			
UNITED STATES POSTAL SERVICE	567.40	487486	
US POSTAL SERVICE	30,000.00	487489	30,567.40*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	3.23	487486	3.23*
AUDITOR'S OFFICE			
OFFICE DEPOT	85.76	487431	
UNITED STATES POSTAL SERVICE	1.98	487486	83.78*
COUNTY CLERK			
OFFICE DEPOT	790.36	487431	
CDW COMPUTER CENTERS, INC.	82.12	487471	
UNITED STATES POSTAL SERVICE	232.98	487486	
SIERRA SPRING WATER CO. - BT	67.85	487487	
SOUTHWEST SOLUTIONS GROUP INC	580.00	487567	
COUNTY JUDGE			1,753.31*
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	487421	
LINDA F PATTERSON	1,260.00	487432	
KEVIN PAULA SEKALY PC	500.00	487441	
UNITED STATES POSTAL SERVICE	1.36	487486	
HARVEY L WARREN III	500.00	487520	
RISK MANAGEMENT			2,761.36*
UNITED STATES POSTAL SERVICE	15.01	487486	15.01*
COUNTY TREASURER			
OFFICE DEPOT	323.09	487431	
UNITED STATES POSTAL SERVICE	148.03	487486	471.12*
PRINTING DEPARTMENT			
TRIANGLE BLUE PRINT CO., INC.	15.00	487458	
LINDENMEYR MUNROE	719.10	487591	
BOSWORTH PAPERS	2,902.86	487592	
PURCHASING DEPARTMENT			3,636.96*
OFFICE DEPOT	66.02	487431	
UNITED STATES POSTAL SERVICE	2.28	487486	68.30*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	25.00	487416	
SPINDLETOP MHMR	34,666.91	487418	
TIME WARNER COMMUNICATIONS	636.72	487450	
ADVANCED STAFFING	97.50	487469	
FIBERLIGHT LLC	1,998.75	487589	
DATA PROCESSING			37,424.88*
VERIZON WIRELESS	75.98	487482	75.98*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	236.46	487486	236.46*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	149.06	487431	
SIERRA SPRING WATER CO. - BT	8.99	487487	
MASCOT METROPOLITAN INC	211.00	487506	
DISTRICT ATTORNEY			369.05*
ALISA RAUMAKER, CSR	176.70	487381	
MOTOROLA SOLUTIONS INC	313.17	487470	
UNITED STATES POSTAL SERVICE	204.24	487486	
KEN OWEN & ASSOCIATES LP	805.20	487512	
THOMSON REUTERS-WEST	828.00	487541	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	189.51	487547	
DISTRICT CLERK			2,516.82*
UNITED STATES POSTAL SERVICE	343.39	487486	
TAYLOR PRINT & VISUAL IMPRESSIONS	445.74	487595	
CRIMINAL DISTRICT COURT			789.13*
WILBARGER COUNTY, TEXAS - COUNTY	720.00	487377	
THOMAS J. BURBANK PC	1,143.75	487386	
EDWARD B. GRIPON, M.D., P.A.	2,380.00	487408	
MARSHA NORMAND	445.00	487427	
OFFICE DEPOT	66.57	487431	
WENDELL RADFORD	900.00	487435	
NATHAN REYNOLDS, JR.	1,900.00	487436	
RENE MULHOLLAND	605.10	487462	
JOHN D WEST	2,500.00	487475	
UNITED STATES POSTAL SERVICE	8.32	487486	
LANGSTON ADAMS	900.00	487491	
JOEL WEBB VAZQUEZ	1,700.00	487498	
ANTOINE FREEMAN	900.00	487509	
MONTGOMERY COUNTY CLERK	475.00	487535	
LAW OFFICE OF CHARLES MCINTOSH	900.00	487586	
136TH DISTRICT COURT			15,543.74*
OFFICE DEPOT	66.67	487431	
UNITED STATES POSTAL SERVICE	23.22	487486	
SWEET SOUTHERN SOUND	238.47	487544	
252ND DISTRICT COURT			328.36*
EDWARD B. GRIPON, M.D., P.A.	1,190.00	487408	
OFFICE DEPOT	207.61	487431	
BRUCE N. SMITH	900.00	487445	
UNITED STATES POSTAL SERVICE	97.70	487486	
279TH DISTRICT COURT			2,395.31*
JACK LAWRENCE	1,050.00	487380	
PHILLIP DOWDEN	660.00	487382	
OFFICE DEPOT	109.81	487431	
ANITA F. PROVO	330.00	487434	
NATHAN REYNOLDS, JR.	330.00	487436	
CHARLES ROJAS	110.00	487472	
JOEL WEBB VAZQUEZ	110.00	487498	
JONATHAN L. STOVALL	220.00	487526	
WILLIAM FORD DISHMAN	715.00	487545	
MATUSKA LAW FIRM	440.00	487549	
317TH DISTRICT COURT			4,074.81*
ANITA F. PROVO	500.00	487434	
JUSTICE COURT-PCT 1 PL 1			500.00*
OFFICE DEPOT	50.52	487431	
UNITED STATES POSTAL SERVICE	22.41	487486	
INSIGHT PUBLIC SECTOR INC	700.52	487550	
JUSTICE COURT-PCT 1 PL 2			773.45*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.88	487486	.88*
JUSTICE COURT-PCT 6			
OFFICE DEPOT CDW COMPUTER CENTERS, INC.	133.81	487431	
UNITED STATES POSTAL SERVICE	174.15	487471	
	12.73	487486	
JUSTICE COURT-PCT 7			320.69*
AT&T	35.19	487446	
COUNTY COURT AT LAW NO.1			35.19*
UNITED STATES POSTAL SERVICE	3.69	487486	
COUNTY COURT AT LAW NO. 2			3.69*
BRUCE W. COBB UNITED STATES POSTAL SERVICE LANGSTON ADAMS LAURIE PEROZZO WILLIAM MARCUS WILKERSON MATUSKA LAW FIRM THOMAS WILLIAM KELLEY CARRIER & ALLISON LAW GROUP PC	500.00 7.45 400.00 300.00 300.00 250.00 250.00 250.00	487395 487486 487491 487518 487537 487549 487578 487590	
COUNTY COURT AT LAW NO. 3			2,257.45*
THOMAS J. BURBANK PC NATHAN REYNOLDS, JR. UNITED STATES POSTAL SERVICE LAURIE PEROZZO THE SAMUEL FIRM, PLLC LAW OFFICE OF CHARLES MCINTOSH	500.00 250.00 9.68 250.00 800.00 250.00	487386 487436 487486 487518 487581 487586	
COURT MASTER			2,059.68*
OFFICE DEPOT BUDDIE J HAHN	468.95 940.47	487431 487584	
MEDIATION CENTER			1,409.42*
UNITED STATES POSTAL SERVICE	2.77	487486	
SHERIFF'S DEPARTMENT			2.77*
FED EX GT DISTRIBUTORS, INC. HERNANDEZ OFFICE SUPPLY, INC. OFFICE DEPOT SAM'S WESTERN WEAR, INC. AT&T UNITED STATES POSTAL SERVICE JEFFERSON COUNTY CREDIT CARDS RITA HURT GALLS LLC SOUTHEAST TEXAS OCCUPATIONAL MEDICI THE MONOGRAM SHOP	46.97 743.85 2,737.67 842.15 27.98 328.10 2,325.43 339.90 275.00 877.82 203.00 213.00	487401 487404 487412 487431 487438 487446 487486 487524 487531 487553 487557 487563	
CRIME LABORATORY			8,960.87*
CRISTY SMITH FED EX FISHER SCIENTIFIC W.W. GRAINGER, INC. OFFICE DEPOT HENRY SCHEIN, INC. ULINE SHIPPING SUPPLY SPECIALI VERIZON WIRELESS LOWE'S HOME CENTERS, INC. MATERA PAPER COMPANY INC JULIE HANNON	120.00 25.08 461.87 52.32 874.69 413.96 340.15 37.99 81.53 161.56 20.55	487387 487402 487403 487407 487431 487440 487461 487483 487490 487540 487542	

NAME	AMOUNT	CHECK NO.	TOTAL
AIRGAS USA, LLC	1,624.58	487573	4,214.28*
JAIL - NO. 2			
FAST SIGNS, INC.	25.22	487400	
JACK BROOKS REGIONAL AIRPORT	1,154.26	487415	
MCNEILL INSURANCE AGENCY	71.00	487424	
OFFICE DEPOT	1,331.13	487431	
AT&T	1,050.39	487446	
SPORTY'S PILOT SHOP	1,119.97	487447	
SERVICE GRAPHICS	32.00	487468	
CDW COMPUTER CENTERS, INC.	74.68	487471	
LOWE'S HOME CENTERS, INC.	42.45	487490	
WORLD FUEL SERVICES	1,403.40	487519	
NOVA HEALTHCARE	34.67	487529	
EMERGENCY POWER SERVICE	2,204.60	487532	
INDUSTRIAL & COMMERCIAL MECHANICAL	488.63	487534	
SAM'S CLUB DIRECT	220.20	487536	
SAFETY SOURCE APPAREL	105.00	487538	
GALLS LLC	180.00	487553	
JUVENILE PROBATION DEPT.			9,537.60*
VERIZON WIRELESS	53.83	487482	
UNITED STATES POSTAL SERVICE	5.83	487486	
JUVENILE DETENTION HOME			59.66*
SANITARY SUPPLY, INC.	841.46	487439	
BEN E KEITH FOODS	341.27	487495	
CONSTABLE PCT 1			1,182.73*
OFFICE DEPOT	64.67	487431	
VERIZON WIRELESS	227.94	487482	
UNITED STATES POSTAL SERVICE	45.99	487486	
SILSBEE FORD INC	6,345.77	487546	
TND WORKWEAR CO LLC	427.75	487562	
CONSTABLE-PCT 2			7,112.12*
CASH ADVANCE ACCOUNT	994.14	487416	
VERIZON WIRELESS	113.97	487482	
LOWE'S HOME CENTERS, INC.	59.38	487490	
CONSTABLE-PCT 4			1,167.49*
OFFICE DEPOT	49.83	487431	
VERIZON WIRELESS	113.97	487482	
SILSBEE FORD INC	3,632.61	487546	
CONSTABLE-PCT 6			3,796.41*
VERIZON WIRELESS	113.97	487482	
UNITED STATES POSTAL SERVICE	4.61	487486	
WATCH GUARD VIDEO	380.00	487507	
SILSBEE FORD INC	3,187.13	487546	
INFOUSA MARKETING INC	1,125.00	487588	
CONSTABLE PCT. 7			4,810.71*
VERIZON WIRELESS	113.97	487482	
CONSTABLE PCT. 8			113.97*
VERIZON WIRELESS	113.97	487482	
AGRICULTURE EXTENSION SVC			113.97*
M&D SUPPLY	382.53	487420	
MID COUNTY FARM & FEED SUPPLY	343.47	487515	
DAVID OATES	54.88	487556	
IMAGE 360 BEAUMONT	56.83	487569	

NAME	AMOUNT	CHECK NO.	
TYLER FITZGERALD	76.94	487575	914.65*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	487385	
CALVARY MORTUARY	300.00	487388	
CLAYBAR HAVEN OF REST	1,160.00	487484	
UNITED STATES POSTAL SERVICE	111.72	487486	
EZEA D EDE MD	312.50	487587	
HEALTH AND WELFARE NO. 2			3,384.22*
CLAYBAR FUNERAL HOME, INC.	4,160.00	487393	
GABRIEL FUNERAL HOME, INC.	3,000.00	487405	
ENTERGY	70.00	487411	
AT&T	35.19	487446	
TIME WARNER COMMUNICATIONS	147.93	487452	
CLEAN HARBORS ENVIROMENTAL SERVICES	86.44	487492	
JADA BROUSSARD	25.00	487510	
CARLETTIE SULLIVAN	25.00	487511	
EZEA D EDE MD	312.50	487587	
ENVIRONMENTAL CONTROL			7,862.06*
AT&T	35.19	487446	35.19*
INDIGENT MEDICAL SERVICES			
VERIZON WIRELESS	40.25	487482	
TDS OPERATING INC	478.62	487566	
CORLISS R RANDLE	1,200.00	487577	
MAINTENANCE-BEAUMONT			1,718.87*
CERTIFIED LABORATORIES	2,264.40	487390	
CITY OF BEAUMONT - WATER DEPT.	16,303.26	487391	
COBURN SUPPLY COMPANY INC	3,874.79	487396	
ECOLAB	209.95	487397	
ENTERGY	6,626.47	487410	
HYDRO-CLEAN SERVICES, INC.	477.50	487413	
M&D SUPPLY	634.16	487420	
OFFICE DEPOT	357.89	487431	
RALPH'S INDUSTRIAL ELECTRONICS	211.03	487437	
SANITARY SUPPLY, INC.	2,483.10	487439	
ACE IMAGEWEAR	224.45	487443	
AT&T	246.50	487446	
TIME WARNER COMMUNICATIONS	137.95	487455	
WARREN EQUIPMENT CO.	73.26	487464	
BAKER DISTRIBUTING COMPANY	990.09	487494	
BELT SOURCE	332.88	487502	
SOUTHEAST TEXAS STARTER	5,580.00	487508	
ATTABOY TERMITES & PEST CONTROL	316.78	487517	
LANDSCAPER'S WHOLESALE MARKET	229.50	487527	
A1 FILTER SERVICE COMPANY	732.70	487530	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	1,226.18	487552	
REXEL USA INC	4,185.34	487565	
L&W SUPPLY CORPORATION	448.00	487568	
MAINTENANCE-PORT ARTHUR			48,166.18*
CITY OF PORT ARTHUR - WATER DEPT.	551.82	487392	
AT&T	1,463.93	487446	
TIME WARNER COMMUNICATIONS	101.76	487451	
MAINTENANCE-MID COUNTY			2,117.51*
ENTERGY	427.04	487410	
SETZER HARDWARE, INC.	133.07	487442	
BUBBA'S AIR CONDITIONING	285.00	487466	
US FLAG AND FLAGPOLE SUPPLY	498.84	487570	
SERVICE CENTER			1,343.95*

NAME	AMOUNT	CHECK NO.	TOTAL
SPIDLE & SPIDLE	14,494.08	487379	
J.K. CHEVROLET CO.	1,341.61	487414	
PHILPOTT MOTORS, INC.	673.54	487433	
CDW COMPUTER CENTERS, INC.	90.16	487471	
JEFFERSON CTY. TAX OFFICE	7.50	487476	
JEFFERSON CTY. TAX OFFICE	7.50	487477	
JEFFERSON CTY. TAX OFFICE	7.50	487478	
JEFFERSON CTY. TAX OFFICE	7.50	487479	
JEFFERSON CTY. TAX OFFICE	7.50	487480	
JEFFERSON CTY. TAX OFFICE	7.50	487481	
PETROLEUM SOLUTIONS, INC.	1,545.29	487497	
BUMPER TO BUMPER	558.53	487501	
AMERICAN TIRE DISTRIBUTORS	167.77	487513	
ADVANCE AUTO PARTS	21.10	487539	
DENNIS LOWE	59.95	487559	
THE GOODYEAR TIRE & RUBBER COMPANY	612.60	487571	
THIS GUYS TOOLS, LLC	69.75	487580	
VETERANS SERVICE			19,679.38*
UNITED STATES POSTAL SERVICE	11.41	487486	
MOSQUITO CONTROL FUND			11.41*
CERTIFIED LABORATORIES	301.50	487390	
JACK BROOKS REGIONAL AIRPORT	1,201.15	487415	
MOTION INDUSTRIES, INC.	25.80	487425	
MUNRO'S	91.44	487426	
SANITARY SUPPLY, INC.	42.86	487439	
TRIANGLE ENGINE DIST.	2,613.98	487459	
AMERICAN TIRE DISTRIBUTORS	414.24	487513	
PARKER LUMBER	9.29	487523	
RELADYNE	695.75	487543	
REXEL USA INC	518.84	487565	
O'REILLY AUTO PARTS	279.04	487572	
CY-FAIR TIRE	24.50	487582	
PREFERRED FACILITIES GROUP-USA, LLC	2,158.70	487594	
J.C. FAMILY TREATMENT			8,377.09**
EVELYN'S HOUSE	200.00	487597	
LAW LIBRARY FUND			200.00**
THOMSON REUTERS-WEST	343.01	487541	
EMPG GRANT			343.01**
TIME WARNER COMMUNICATIONS	112.57	487454	
JUVENILE PROB & DET. FUND			112.57**
VERIZON WIRELESS	70.88	487482	
COMMUNITY SUPERVISION FND			70.88**
TIME WARNER COMMUNICATIONS	147.93	487453	
INTERFACE EAP	1,980.00	487467	
VERIZON WIRELESS	32.90	487482	
UNITED STATES POSTAL SERVICE	65.17	487486	
HIGGINBOTHAM INSURANCE AGENCY INC	500.00	487551	
JEFF. CO. WOMEN'S CENTER			2,726.00**
CITY OF BEAUMONT - WATER DEPT.	1,000.50	487391	
MARKET BASKET	49.29	487422	
KIM MCKINNEY, LPC, LMFT	225.00	487423	
SYSSCO FOOD SERVICES, INC.	985.28	487448	
TEXAS ASSN. OF COUNTIES - RISK	894.00	487457	
BURT WALKER PARTNERS, LTD	4,500.00	487463	
PETTY CASH - RESTITUTION I	110.20	487465	
VERIZON WIRELESS	16.43	487482	

NAME	AMOUNT	CHECK NO.	TOTAL
BEN E KEITH FOODS	2,160.83	487496	
REDWOOD TOXICOLOGY LABORATORY	76.50	487505	
ROCHESTER ARMORED CAR CO INC	125.83	487525	
SAM'S CLUB DIRECT	112.07	487536	
MATERA PAPER COMPANY INC	486.05	487540	
CINTAS CORPORATION	61.90	487558	
FAMILY PROTECTION FEE FND			10,803.88**
CASA	4,500.00	487389	
GARTH HOUSE	4,500.00	487406	
JEFFERSON CTY. VICTIM'S ASSISTANCE	4,500.00	487499	
J.P. COURTROOM TECH. FUND			13,500.00**
VERIZON WIRELESS	227.94	487482	
HOTEL OCCUPANCY TAX FUND			227.94**
MUNRO'S	79.69	487426	
DIRECT ENTERTAINMENT	150.00	487504	
CINTAS CORPORATION	111.33	487558	
KIMBERLY BROWN	2,500.00	487596	
CRIME LAB FUNDING CJD			2,841.02**
CAYMAN CHEMICAL COMPANY	308.00	487521	
C O SERIES 2019 PROJECTS			308.00**
JOHNSON CONTROLS, INC.	11,399.00	487417	
AIRPORT FUND			11,399.00**
COASTAL WELDING SUPPLY	319.09	487394	
LOUIS' YAZOO SALES & SERVICE, LLC	699.70	487419	
MUNRO'S	2,509.57	487426	
OFFICE DEPOT	95.50	487431	
BUBBA'S AIR CONDITIONING	1,131.25	487466	
TOTAL SAFETY, INC.	60.00	487473	
AVIATION LABORATORIES	785.00	487474	
VERIZON WIRELESS	37.99	487482	
INTERSTATE ALL BATTERY CENTER - BMT	179.88	487516	
ADVANCE AUTO PARTS	18.08	487539	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	196.73	487548	
TITAN AVIATION FUELS	18,471.44	487574	
CY-FAIR TIRE	2,901.96	487582	
SE TX EMP. BENEFIT POOL			27,406.19**
EXPRESS SCRIPTS INC	135,362.86	487564	
SHERIFF'S FORFEITURE FUND			135,362.86**
CDW COMPUTER CENTERS, INC.	189.12	487471	
BOLTON DODGE CHRYSLER JEEP RAM FIAT	145.00	487593	
PAYROLL FUND			334.12**
JEFFERSON CTY. - FLEXIBLE SPENDING	13,009.00	487357	
CLEAT	306.00	487358	
JEFFERSON CTY. TREASURER	13,239.69	487359	
RON STADTMUELLER - CHAPTER 13	182.31	487360	
INTERNAL REVENUE SERVICE	208.00	487361	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,080.00	487362	
JEFFERSON CTY. COMMUNITY SUP.	8,856.98	487363	
JEFFERSON CTY. TREASURER - HEALTH	526,695.79	487364	
JEFFERSON CTY. TREASURER - PAYROLL	1,906,688.16	487365	
JEFFERSON CTY. TREASURER - PAYROLL	665,939.79	487366	
MONY LIFE INSURANCE OF AMERICA	72.54	487367	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,801.28	487368	
JEFFERSON CTY. TREASURER - TCDRS	752,419.85	487369	
JEFFERSON COUNTY TREASURER	2,894.24	487370	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY - TREASURER -	7,549.92	487371	
NECHES FEDERAL CREDIT UNION	34,973.16	487372	
JEFFERSON COUNTY - NATIONWIDE	58,920.79	487373	
JOHN TALTON	600.00	487374	
INVESCO INVESTMENT SERVICES, INC	1,094.99	487375	
NORTH CAROLINA DEPT OF REVENUE	150.29	487376	
			3,999,682.78**
ARRC CORONAVIRUS RECOVERY			
ELECTRICAL SPECIALTIES, INC.	45.00	487378	
S&S SPRINKLER CO, L.L.C.	405.00	487500	
J C ASSISTANCE DISTRICT 4			450.00**
ENTERGY	8.86	487410	
CNTY & DIST COURT TECH FD			8.86**
VERIZON WIRELESS	227.94	487482	
MARINE DIVISION			227.94**
GALLS LLC	540.00	487553	
SHERIFF-SPINDLETOP GRANT			540.00**
GALLS LLC	92.98	487553	
			92.98**
			4,717,309.31***



2022 County Holidays

January 17 (Monday)
Martin Luther King, Jr., Day

February 21 (Monday)
President's Day

April 15 (Friday)
Good Friday

May 30 (Monday)
Memorial Day

July 4 (Monday)
Independence Day

September 5 (Monday)
Labor Day

November 11 (Friday)
Veteran's Day

November 24 & 25 (Thursday & Friday)
Thanksgiving

December 23 & 26 (Friday & Monday)
Christmas

January 2, 2023 (Monday)
New Year's

Fall 2021Grant Applicants with Totals:

	<u>Requested:</u>	<u>Awarded:</u>
1. Top Dog Softball Club Non-Bid Fee Tournament – 31 st Annual Top Dog Softball Classic	<u>\$500/\$500</u>	<u>\$500/\$500</u>
2. Southern Black Softball Association Bid Fee Tournament – SBSA Softball All World Series	<u>\$7,500</u>	<u>\$6,000</u>
3. Southern Black Softball Association Bid Fee Tournament – SBSA Softball Black World Series	<u>\$7,500</u>	<u>\$6,000</u>
4. Hey Lollies Square Dance Club Pre-promotion of 'Hey Lollies Weekend' annual convention	<u>\$220.38</u>	<u>\$220.38</u>
5. Southeast Texas Arts Council Printing of 'Off Ramp' Publication	<u>\$8,000</u>	<u>\$5,000</u>
6. Southeast Texas Baseball Academy Bid Fee Tournaments	<u>\$24,205</u>	<u>\$24,205</u>
7. Golden Triangle Audubon Society Beach/Park on Waterway App. – Supply & installation of Oak trees	<u>\$6,000</u>	<u>\$4,500</u>
8. Streetz Dance Pre-promotion for Convention	<u>\$5,000</u>	<u>\$5,000</u>
9. Art Museum of Southeast Texas Spring/Summer 2022 Exhibition	<u>\$9,233</u>	<u>\$7,203</u>
10. Port Neches Chamber of Commerce Pre-promotion for Port Neches 'Riverfest'	<u>\$47,408.81</u>	<u>\$14,327</u>
11. Spindletop Gladys City Boomtown Museum Pre-promotion of 3 events with Authentic Texas	<u>\$3,000</u>	<u>\$3,000</u>
12. Port Arthur & Beaumont CVBs Co-op trade shows showcasing Jefferson County Tourism	<u>\$10,321</u>	<u>\$10,321</u>
13. Jefferson County Convention & Visitor Bureaus Port Arthur CVB as liaison Re-printing of the 2021-2022 County Visitor Guide	<u>\$28,750</u>	<u>\$28,750</u>
14. Jefferson County Convention & Visitor Bureaus Port Arthur CVB as liaison Publication and printing of the 2022-2023 County Visitor Guide	<u>\$73,500</u>	<u>\$73,500</u>

		<u>Requested:</u>	<u>Awarded:</u>
15. Diocese of Beaumont Pre-promotion for 'Mission Possible' 5k Run		<u>\$5,000</u>	<u>\$1,000</u>
16. Lion Hearted Boxing Academy Promotion of Sanctioned Amateur Boxing Event		<u>\$400</u>	<u>\$400</u>
17. Stars Over TX Non-Bid Fee Tournament – TX/LA Fall Kick Off		<u>\$500/\$500</u>	<u>\$500/\$500</u>
18. Stars Over TX Non-Bid Fee Tournament – USFA TX/LA Spooktacular		<u>\$500/\$500</u>	<u>\$500/\$500</u>
19. Stars Over TX Non-Bid Fee Tournament – USFA TX/LA Fall State		<u>\$500/\$500</u>	<u>\$500/\$500</u>
20. Stars Over TX Non-Bid Fee Tournament – USFA TX/LA Border Clash		<u>\$500/\$500</u>	<u>\$500/\$500</u>
21. Stars Over TX Non-Bid Fee Tournament – USFA TX/LA Christmas in Beaumont		<u>\$500/\$500</u>	<u>\$500/\$500</u>
22. Lamar University Non-Bid Fee Tournament – 2022 WAC Men/Women's Tennis Championships		<u>\$500/\$500</u>	<u>\$500/\$500</u>
23. City of Port Arthur Beach/Park on Waterway App. – ADA Ramp & Sidewalk		<u>\$65,350</u>	<u>\$10,000</u>
24. Port Arthur Historical Society (DBA) Museum of the Gulf Coast Promotion of museum via billboard		<u>\$8,150</u>	<u>\$7,500</u>
25. Beaumont Council of Garden Clubs Beach/Park on Waterway App.– Maintain & Renovate Garden		<u>\$7,500</u>	<u>\$6,000</u>
26. Beaumont Children's Museum Pre-Promotion of the Museum		<u>\$1,854.50</u>	<u>\$1,690.50</u>
27. Beaumont Children's Museum On behalf of Beaumont's Museum Collective Pre-Promotion for 'Museum Madness Weekend'		<u>\$4,136</u>	<u>\$2,224</u>
Totals:		<u>\$326,528.69</u>	<u>\$220,340.88</u>

Form #2201 Rev. 09/2017

Submit to:

SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Doug Saunders, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Commissioner to the JCESD NO.3

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 9-27-21

Doug Saal
 Signature of Officer

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, Doug Saunders, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Commissioner to the JCESD NO 3 of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

A handwritten signature in blue ink that reads "Doug Saunders".

Signature of Officer

Certification of Person Authorized to Administer Oath

State of TEXASCounty of JEFFERSONSworn to and subscribed before me on this 27th day of September, 2021.

(Affix Notary Seal,
 only if oath
 administered by a
 notary.)

A handwritten signature in blue ink that appears to be a notary seal or a signature of a person authorized to administer oaths.

Signature of Notary Public or
 Signature of Other Person Authorized to Administer An
 Oath

A handwritten signature in blue ink that reads "JEFF BRANICK".

Printed or Typed Name



PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 5th day of October, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Proclamation was adopted:

2021 NATIONAL 4-H WEEK

WHEREAS, the Jefferson County Commissioner's Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 114 years of providing experience-based education to youngsters throughout the Lone Star State; and

WHEREAS, this admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

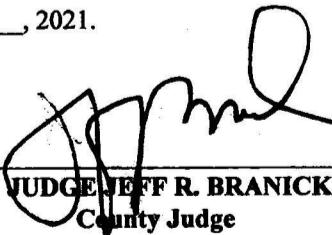
WHEREAS, it's more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

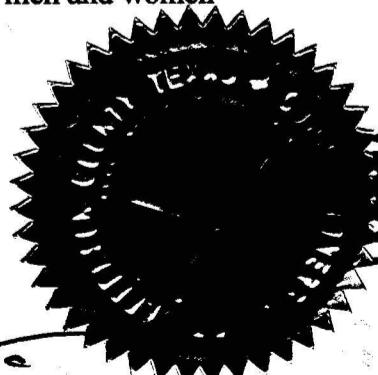
WHEREAS, the program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it,

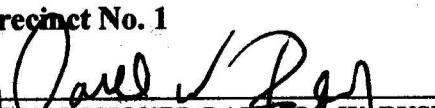
THEREFORE, BE IT RESOLVED, that the Jefferson County Commissioner's Court does hereby designate October 3-9, 2021 as National 4-H Week in Jefferson County and we commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

SIGNED this 5th day of October, 2021.


JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER VERNON PIERCE
Precinct No. 1


COMMISSIONER DARRELL W. BUSH
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****October 05, 2021**

Receive and file executed Amended Agreement for professional services between Tim Richardson and Jefferson County for the period of October 1, 2021- September 30, 2022.

**AGENDA ITEM****September 28, 2021**

Consider, possibly approve and authorize the County Judge to execute an Amended Agreement for professional services between Tim Richardson and Jefferson County for the period of October 1, 2021 – September 30, 2022.

AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

II. RESPONSIBILITIES OF THE PARTIES

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds, GOMESA funds and Congressional Supplemental bills (hurricanes and any others) will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Evaluate and pursue government and private foundation grant funding opportunities consistent with County approved objectives;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin October 1, 2021 and expire on September 30, 2022 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in its or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

A. During the term of this Agreement the County shall pay Consultant \$108,000 annually at \$9,000 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

Jeff Branick, Judge, Jefferson County; jbranick@co.jefferson.tx.us ; office: 409-835-8466.

Tim Richardson, consultant, trpr51@gmail.com, office/mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

a) If to the County, to:

Honorable Jeff Branick
Jefferson County
County Court House
1149 Pearl Street
Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson
6707 Old Stage Road
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. AGENCY

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVI. EQUAL OPPORTUNITY

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel

advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By _____

Name: Jeff Branick

Title: Judge

EIN _____

Date

09/28/2021

Tim Richardson, Consultant

By _____

Name: Tim Richardson

EIN 370-60-3504

Date _____

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

Signature of Consultant

Date

advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By _____
Name: Jeff Branick
Title: Judge
EIN _____

Date _____

Tim Richardson, Consultant

By Tim Richardson
Name: Tim Richardson
EIN 370-60-3504

Date 9-29-21

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

Tim Richardson
Signature of Consultant

9-29-21

Date

**STATE OF TEXAS
COUNTY OF JEFFERSON**

INTERLOCAL COOPERATION CONTRACT

AMENDMENT #2

To Extend Term

WHEREAS, on the 28th day of July 2018, the County of Jefferson and Spindletop Center entered into an agreement to fund **Mental Health Liaison** positions for the Mental Health Liaison Program. Reference to which is made for any and all purposes and the same is incorporated herein by reference. The original term was July 28, 2018 to August 31, 2018. Amendment #1 renewed the contract for a 2nd term of September 1, 2018 to August 31, 2019. The contract automatically renewed for a 3rd term of September 1, 2019 to August 31, 2020 and a 4th term of September 1, 2020 to August 31, 2021.

Edits to the Agreement are underlined for emphasis. It is mutually understood and agreed by and between the undersigned partnering parties to amend said executed Interlocal Cooperation Contract effective September 1, 2022 as follows:

I. **TERM OF AGREEMENT** – The initial term of this Agreement shall be for one (1) year from September 1, 2021 to August 31, 2022, and shall automatically renew on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated. To exercise the option to the extend the term, Center will notify Contractor.

All other sections of the Contract remain the same.

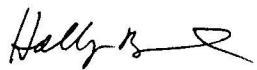
(Signature page to follow)

EXECUTION

The Jefferson County Sheriff signs this Agreement to evidence her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed this 5th day of October, 2021.

SPINDLETOP CENTER



Digitally signed by Holly Borel
Date: 2021.09.27 16:24:19
-05'00'

Holly Borel Date
Chief Executive Officer

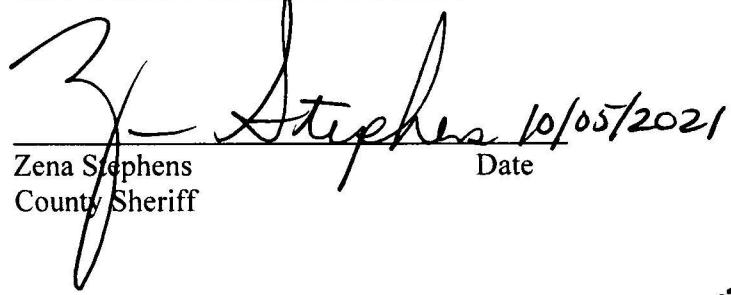
COUNTY OF JEFFERSON



Jeff Branick
County Judge

10/05/2021 Date

JEFFERSON COUNTY SHERIFF



Zena Stephens
County Sheriff

Date

Attest: 
Theresa Goodness
Interim County Clerk



Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT

AMENDMENT #1

To Extend Term

This Amendment is made to the **Interlocal Cooperation Contract** previously executed by and between Spindletop Center ("Center") and Jefferson County ("County") with the original contract period of 07/01/2018 – 08/31/2018 with automatic renewal on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated.

It is mutually understood and agreed by and between the undersigned contracting parties to amend said previously executed Contract effective September 1, 2018 as follows:

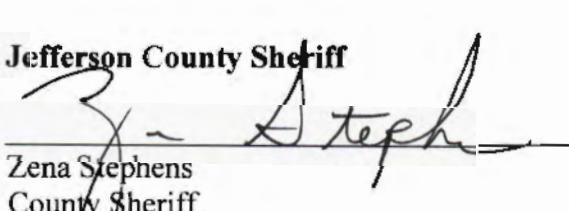
Both parties acknowledge and agree to the automatic renewal of the Contract at the same amount in effect at the time of the initial term.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

Spindletop Center

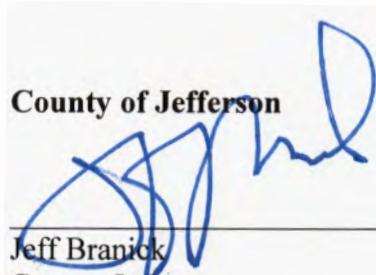
 8/13/18
Holly Borel
Chief Executive Officer

Jefferson County Sheriff

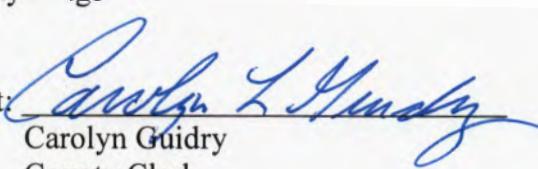
 Zena Stephens
County Sheriff

Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

County of Jefferson

 10/11/18
Jeff Branick
County Judge

Attest:

 Carolyn Guidry
County Clerk



STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT

This **Agreement** is made and entered into by and between Spindletop Center, a unit of local government whose principal office is in Beaumont, Jefferson County, Texas, "Center" and the **County of Jefferson**, a political subdivision of the State of Texas, "County". The purpose of this **Agreement** is to fund **Mental Health Liaison** positions for the **Mental Health Liaison Program** and is authorized pursuant to Chapter 791, Texas Government Code.

Spindletop Center, a community center and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this **Agreement**.

In consideration of the mutual **Agreements** contained herein, the parties agree as follows:

I.
TERM OF AGREEMENT

The initial term of this **Agreement** shall begin on **July 1, 2018** and shall automatically renew on **September 1** of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the **Agreement** is executed by both parties or this **Agreement** is terminated.

II.
SERVICES

Center is designated as a mental health and intellectual and developmental disability local authority by the Health and Human Services Commission (HHSC). Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of Jefferson, Orange, Chambers, and Hardin Counties, Texas. These activities sometimes involve coordination of activities with the judicial system. Center requests County to provide Sheriff's deputies as **Mental Health Liaisons** to assist in fulfilling the Center's mission.

Responsibilities of the County:

The **County**, by and through the Jefferson County Sheriff Department, agrees to provide **Mental Health Liaison** deputies as agreed upon, ("Liaisons") for the **Mental Health Liaison Program**. The **Liaisons** will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code. Both the **County** and the **Center** will agree upon the personnel designated as **Liaisons**.

- The **Liaison's** primary responsibilities will include:

1. Be available for and assist the **Center** Continuity of Care team with County Jail and hospital follow-ups;
2. Be available for and assist the **Center** Mobile Crisis team when they respond to crisis calls in the community;
3. Be available for and assist the **Center** PATH and CSS teams when they respond to calls in the community;
4. Be available for and assist **Center** clinical staff when working with aggressive or difficult clients;
5. Provide required number of contacts as designated by the **Center**;
6. Serve as a **Liaison** between the **Center**, law enforcement, hospitals, and judicial entities
7. Collaborate with the **Center** on any additional training pertinent; and
8. Provide training to **Center**, law enforcement, hospitals, judicial entities, and the community as directed by the **Center**.

In the performance of these duties, the **County** shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the **Liaisons** with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training any additional training required by the Texas Commission on Law Enforcement (TCOLE);
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement "Uniforms, safety, and equipment"; and

The **Liaisons** and other **County** personnel who provide services pursuant to this **Agreement** are **Employees** of the **County**, and the **County Sheriff** shall maintain supervisory control and command over such **Employees**.

Responsibilities of the Center:

The **Center** agrees to fund clinicians for the **Mental Health Liaison Program**. This staff's primary responsibilities will include:

- Responding to calls with the **Liaison** to perform crisis assessments;
- Responding to calls with the **Liaison** to provide crisis intervention services;
- Responding to calls with the **Liaison** to provide crisis follow-up services;
- Coordinating referrals with the **Liaison** to various **Center** and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a **Liaison** with the **Liaison** for law enforcement entities (such as police departments, local justices of the peace, and county judges) to the local community mental health system;
- Providing secure and adequate office space with designated locking file space to the **Liaison** to carry out his/her duties and permit access to all necessary facilities;

- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the **Liaison's** assignments or performance as soon as possible to the Jefferson County Sheriff, or his/her designee.

III. TERMINATION

This **Agreement** may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This **Agreement** is contingent upon the availability and receipt of local, state or federal funds that **Center** has allocated to this **Agreement**. If such funds become unavailable during any budget period, this **Agreement** may be immediately terminated or reduced at the discretion of **Center**. **Center** will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since **Center** is responsible for partial funding as required for the **Liaison** positions, if **County** fails to receive such funding for any reason when it is due, **Liaison** will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with **Liaison**.

IV. DOCUMENTATION

Liaison shall complete such reports of work-related activities as may be required by **Center**. The documentation of all reports will be in the manner and on forms prescribed by the **Center**. **Center** will provide the **Sheriff** with a copy of any reports or written documents prepared by the **Liaison** for the **Center** upon request.

V. CONFIDENTIALITY

County must maintain the confidentiality of information received during the performance of this **Agreement**, including information that discloses confidential personal information or identifies any person served by **Center**, in accordance with applicable federal and state laws and **Center** rules.

VI.
PAYMENT

For the services provided, the **Center** agrees to pay the **County** based on the Sheriff's compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Association.

The **Center** will pay one hundred percent (100%) of the cost to the **County** for supplying two (2) liaisons (deputies) to provide the law enforcement services; including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the **Agreement**. This payment will not exceed the total budgeted amount of One Hundred Thousand dollars (\$100,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the **Center** to the **County**.

The **County** will be responsible for one hundred percent (100%) of the cost for one (1) liaison (deputy) to provide the law enforcement services; including salaries, benefits, deferred liabilities, Texas Commission on Law Enforcement (TCOLE) training, the **County** may incur in providing the services of the Mental Health liaison (deputy) for the term of the **Agreement**.

In addition, the **Center** also agrees to compensate **County** for hours worked on behalf of **Center** in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay for deputies funded by **Center**.

Center agrees to reimburse **County** for all supplies and equipment utilized by Mental Health deputy for deputies funded by **Center**.

Center expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this **Agreement** may be terminated by **County** without further notice. Further, failure to make demand for payment due shall not be a waiver of **Center**'s obligation to make timely payments.

Center agrees to restrict as part of the **Center**'s fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual and other post-employment benefits related to the Mental Health deputy. This amount will be estimated by the **County** Auditor's Office on an annual basis,

County, acting through the **County Auditor's Department**, will submit a quarterly billing statement (invoice) to the Spindletop **Center**, 655 S. 8th Street, Beaumont, Texas, 77701. **Center** will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by **Center** until this **Agreement** has been signed and returned to **Center**.

VII.
BOOKS AND RECORDS

All books, records and other methods of documentation related to this **Agreement** are and will be open to audit by HHSC during normal business hours.

VIII.
CENTER CONTRACT REQUIREMENTS

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Exhibit "A" is a copy of the provisions. The parties agree that the majority of the provisions do not apply to **County**; however, those that are applicable shall apply.

An executed Business Associate Agreement (Exhibit "B") must be on file, in addition to, this **Agreement** pursuant to which **Center** may provide **County** with access to health information that is protected by state and/or federal law.

IX.
VENUE

Venue and/or jurisdiction for this **Agreement** shall be in **Jefferson County, Texas**.

X.
NOTICES

All notices to be given under this **Agreement** shall be sent by certified mail, return receipt requested, at the address shown below.

XI.
EXECUTION BY SHERIFF

The **Jefferson County Sheriff** signs this **Agreement** to evidence his/her willingness to abide by all terms and conditions imposed upon the **Sheriff's Office**.

Executed this 14th day of May, 2018.

SPINDLETOP CENTER

By: Lisa Gibbs

Printed Name: Lisa Gibbs
Chief Executive Officer

Address: 655 South 8th St.
Beaumont, TX 77701

COUNTY OF JEFFERSON

By: John L. Gandy

Printed Name:
County Judge

JEFFERSON COUNTY SHERIFF'S OFFICE

By: John L. Gandy

Printed Name:
County Sheriff

Attest: John L. Gandy
Printed Name:
County Clerk

Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701



I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES
OF SPINDLETOP CENTER IN OPEN MEETING ON THE 25 DAY OF June, 2018.

By: Billy Pruitt
Printed Name: Billy Pruitt
Secretary to the Board of Trustees

EXHIBIT "A"
TAC §412.57

Texas Administrative Code

<u>TITLE 25</u>	HEALTH SERVICES
<u>PART 1</u>	DEPARTMENT OF STATE HEALTH SERVICES
<u>CHAPTER 412</u>	LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES
<u>SUBCHAPTER B</u>	CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES
RULE §412.57	Provisions for Community Services Contracts

- (a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(c).
- (b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:
 - (1) the contract term;
 - (2) the community service(s) to be purchased;
 - (3) the identification of all parties;
 - (4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;
 - (5) the method of payment;
 - (6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:
 - (A) Title VI of the Civil Rights Act of 1964;
 - (B) Section 504 of the Rehabilitation Act of 1973;
 - (C) the Americans with Disabilities Act of 1990 (ADA); and
 - (D) the Age Discrimination in Employment Act of 1967;
 - (7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;
 - (8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws;
 - (9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;
 - (10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);
 - (11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;
 - (12) a dispute resolution process;

- (13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;
- (14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;
- (15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;
- (16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;
- (17) that services will be provided in accordance with consumers' treatment plans;
- (18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;
- (19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and
- (20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

- (1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, employees, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and
- (2) that if an applicant, employee, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, employee, or volunteer, including terminating or removing the employee or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

Source Note: The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845

EXHIBIT "B"

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA"), is hereby entered into between Spindletop Center, ("Covered Entity"), and Jefferson County, Texas, ("Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into an agreement to provide _____ pursuant to which Covered Entity may provide Business Associate with access to health information that is protected by state and/ or federal law;

WHEREAS, Business Associate and Covered Entity desire that Business Associate obtain access to such information in accordance with the terms specified herein; and

NOW THEREFORE, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Definitions**. Unless otherwise specified in this BAA, all capitalized terms not otherwise defined shall have the meanings established in Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time, and/or in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. For purposes of clarification, the following terms shall have the definitions set forth below:
 - 1.1 "Privacy Rule" shall mean the standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
 - 1.2 "Security Rule" shall mean the standards of security requirements of the HIPAA regulations at 45. C.F.R. §§302 through 164.31.
2. **Business Associate Obligations**. Business Associate may receive from Covered Entity health information that is protected under applicable state and/ or federal law, including without limitation, Protected Health Information ("PHI"). Business Associate agrees not to Use or Disclose (or permit the Use or Disclosure of) PHI in a manner that would violate the requirements of the Privacy Rule or the Security Rule under HIPAA or HITECH, if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA. Business Associate agrees to not directly or indirectly receive payment in exchange for any PHI, unless Covered Entity obtained from the individual, who is the subject of the PHI, a signed written authorization specifically stating that the PHI can be exchanged for payment, or otherwise permitted by the limited exceptions as provided in HITECH §13405(d). Business Associate agrees to mitigate, to the extent reasonably possible, any harmful

effect that is known to Business Associate from any use or disclosure of PHI by Business Associate that is not authorized by this Agreement. Business Associate further agrees to mitigate, to the extent reasonably possible, any harmful effect that is known to Business Associate from any Security Incident or, after a reasonable investigation, would be known to Business Associate.

3. **Use of PHI.** Business Associate may use PHI as necessary (i) for performing services set out in the Underlying Agreement, or (ii) for carrying out its legal responsibilities, provided in each case that such Uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
4. **Disclosure of PHI.** Business Associate may Disclose PHI as necessary (i) to perform services under the Underlying Agreement, or (ii) to carry out its legal responsibilities, provided that either (a) the Disclosure is Required by Law or (b) the Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and such person agrees to immediately notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
5. **Reports.** Business Associate agrees to report to Covered Entity:
 - 5.1 Any Use or Disclosure of PHI not authorized by this BAA within five (5) days of the Business Associate becoming aware of such unauthorized Use or Disclosure;
 - 5.2 Any Security Incident within five (5) days of the Business Associate becoming aware of the Security Incident; and,
 - 5.3 Any Breach of Unsecured PHI Discovered by Business Associate, to the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, Uses or Discloses Unsecured PHI, unless delayed for law enforcement purposes, without delay and in no case later than five (5) calendar days after Discovery of the Breach, and shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or Disclosed during such Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) or as soon thereafter as information becomes available.

6. **Agents and Subcontractors.** If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing in accordance with 45 C.F.R. § 164.504(e)(1)(i) that the Recipient will appropriately safeguard the information by imposing, at minimum, the same restrictions and conditions that apply to the Business Associate under this BAA.

7. **Individual Rights to Access and Amendment.**

7.1 **Access.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall permit an Individual to inspect or copy PHI contained in that set about the Individual in accordance with the Privacy Rule set forth in 45 C.F.R. § 164.524, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.524, as determined by the Covered Entity. In the event a Business Associate uses or maintains an Electronic Health Record on behalf of Covered Entity, then, as of the date required by HITECH, an Individual's right of access under 45 C.F.R. § 164.524 shall include the right to obtain a copy of the PHI in an electronic format and, if the Individual chooses in a clear, conspicuous and specific manner, to direct the Business Associate to transmit such copy to any person designated by the Individual. Business Associate shall respond to any request from Covered Entity for access by an Individual within five (5) days of such request unless otherwise agreed to by Covered Entity. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost based fee may be charged for copying PHI or providing a summary of PHI in accordance with 45 C.F.R. § 164.524(c)(4), provided that any such fee relating to a copy or summary of PHI provided in an electronic form may not be greater than the labor costs incurred in response to the request for the copy or summary.

7.2 **Amendment.** Business Associate shall accommodate an Individual's right to amend PHI or a record about the Individual in a Designated Record Set in accordance with the Privacy Rule set forth at 45 C.F.R. § 164.526, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.526, as determined by the Covered Entity. Covered Entity shall determine whether a denial to an amendment request is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for amendment by an Individual and shall make any amendment requested by Covered Entity within ten (10) days of such request. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

8. **Accounting of Disclosures.**

8.1 **General Accounting Provisions.** Business Associate shall make available to Covered Entity in response to a request from an Individual, information required for an accounting of Disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time,

unless an exception to such Accounting exists under 45 C.F.R. § 164.528. Such Accounting is limited to Disclosures that were made in the six (6) years prior to the request and shall not include any Disclosures that were made prior to the compliance date of the Privacy Rule. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Covered Entity's request.

8.2 Special Provisions for Disclosures made through an Electronic Health Record. As of the date required by HITECH, if Covered Entity uses or maintains an Electronic Health Record with respect to PHI and if Business Associate makes Disclosures of PHI for Treatment, Payment or Health Care Operations purposes through such Electronic Health Record, Business Associate will provide an accounting of Disclosures that Covered Entity has determined were for Covered Entity's Treatment, Payment and/or Health Care Operations purposes to Individuals who request an accounting directly from Business Associate. Any accounting made pursuant to this Section 8.2 shall be limited to Disclosures made in the three (3) years prior to the Individual's request for the accounting. The content of the accounting shall be in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time.

8.3 Fees for an Accounting. Any accounting provided under Section 8.1 or Section 8.2 must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request.

9. **Withdrawal of Consent or Authorization.** If the use or disclosure of PHI in this BAA is based upon an Individual's specific consent or authorization for the use of his or her PHI, and (i) the Individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the Use and Disclosure of any such Individual's PHI except to the extent it has relied on such Use or Disclosure, or where an exception under the Privacy Rule expressly applies.
10. **Records and Audit.** Business Associate shall make available to Covered Entity and to the Secretary of Health and Human Services ("Secretary") or her agents, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Privacy Rule and the Security Rule or any other health oversight agency, in a timely manner designated by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests served upon Business Associate by or on behalf of any and all government authorities relating to PHI received from, or created or received by, Business Associate on behalf of Covered Entity.

11. **Notice of Privacy Practices.** Covered Entity shall provide to Business Associate its Notice of Privacy Practices ("Notice"), including any amendments to the Notice. Business Associate agrees that it will abide by any limitations set forth in the Notice, as it may be amended from time to time, of which it has knowledge. An amended Notice shall not affect permitted Uses and Disclosures on which Business Associate has relied prior to receipt of such Notice.
12. **Security.** Business Associate will (i) implement Administrative, Physical and Technical Safeguards that reasonably and appropriate protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under the Security Rule; and (ii) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information as required under the Security Rule. Further, as of the date required by HITECH, Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 with respect to such Administrative, Physical and Technical Safeguards.
13. **Term and Termination.**
 - 13.1 This BAA shall commence on the effective date of the Agreement and shall remain in effect until terminated in accordance with the terms of this Section 13, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this BAA prior to the effective date of termination, all of which shall continue in accordance with their terms.
 - 13.2 Covered Entity shall have the right to terminate this BAA for any reason upon thirty (30) days written notice to Business Associate.
 - 13.3 Covered Entity, at its sole discretion, may immediately terminate this BAA and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:
 - i) Business associate shall fail to observe or perform any material covenant or agreement contained in this BAA for ten (10) days after written notice thereof has been given to Business Associate by Covered Entity; or
 - ii) A violation by Business Associate of any provision of the Privacy Rule, Security Rule, or other applicable federal or state privacy law.
 - 13.4 Upon the termination of negotiations for a possible business relationship with Covered Entity, this BAA shall terminate simultaneously without additional notice.
 - 13.5 Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise created through the performance of the Agreement Services for

Covered Entity that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy", Business Associate shall continue to comply with the covenants in this BAA with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this BAA shall be cause for Covered Entity to terminate the Agreement.

14. Miscellaneous.

14.1 *Notice.* All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below.

Business Associate:

Attention: _____

Covered Entity:

Spindletop Center
655 S. 8th St.
Beaumont, TX 77701
Attention: CEO

14.2 *Waiver.* No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

14.3 *Assignment.* Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this BAA without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

14.4 *Compliance with HITECH; Agreement to Amend BAA.* The parties agree that it is their intention (i) to comply with the privacy and security provisions contained in HITECH and (ii) to incorporate those provisions into this BAA to the extent required by HITECH. The parties further agree to amend this BAA to the extent necessary to comply with state and federal laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HITECH, and any regulations promulgated or other guidance issued pursuant to HIPAA and HITECH.

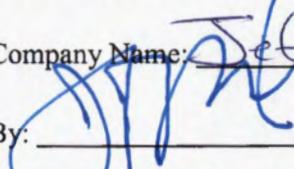
14.5 *Entire Agreement.* This BAA constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of any such later agreement(s), the terms of this BAA shall control unless the terms of such later agreement comply with the Privacy Rule and the Security Rule. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. This BAA is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this BAA, nor shall any third party have any rights as a result of this BAA.

14.6 *Governing Law.* This BAA shall be governed by and interpreted in accordance with the laws of the State where Covered Entity is located.

14.7 *Counterparts.* This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this BAA, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this BAA is sought.

AGREED AND ACKNOWLEDGED:

BUSINESS ASSOCIATE:

Company Name: Jefferson County, Texas
By: 
Name: Jeff Bewick
Title: County Judge
Date: 10/1/18

COVERED ENTITY:

Spindletop Center
By: 
Name: Holly Borel
Title: Chief Executive Officer
Date: 9/13/18



JEFFERSON COUNTY

Theresa Goodness
Chair

Jen Trenbeath
Secretary

Historical Commission

Linda McMahan
Coordinator/Treasurer

Bruce A. Hamilton
1st Vice-Chair

Donald Smart
2nd Vice-Chair

September 29, 2021

Honorable Jeff Branick
County Judge
Delivered via Email
jbranick@co.jefferson.tx.us

Dear Judge Branick:

Please place the following items on the Court's agenda for October 5, 2021:

- a. Consider and possibly approve accepting a donation from Raymond L. Beets, FAIA, of a number of original pencil hand drawings of the ornamental exterior and interior stone and metalwork, as well as original floor plans and building elevations of the historic 1931 courthouse and the Sub-Courthouse made by Fred Stone and his architectural firm. The donation also includes miscellaneous specification documents for furnishings placed in these historic buildings.

Thank you for your kind consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Theresa Goodness".

Theresa Goodness
Chair and Historic Preservation Officer

Raymond L. Beets, FAIA

588 Moss Rose Lane, Driftwood, Texas 78619 | 713-542-2369 | ray.beets@gmail.com

September 23, 2021

Theresa Goodness
Chair and Historical Preservation Officer
Jefferson County Historical Commission
1149 Pearl Street, Third Floor
Beaumont, Texas 77701

Dear Ms. Goodness,

The architectural firm Budd Beets Harden Kolflat (B2HK) was the last in a natural succession of orderly evolution of the firm that Fred Stone founded in Beaumont in 1929...becoming Stone and Pitts in 1934, and the architect of the Jefferson County Courthouse in Beaumont, circa 1930, as well as the Jefferson County Office Building in Port Arthur, circa 1935. When B2HK was acquired by Perkins+Will in 2003, I came into possession of a good number of original pencil hand drawings on tracing paper with full scale detailing of the ornamental exterior and interior stone and metal work, as well as original floor plans and building elevations on sepia paper, and miscellaneous specification documents. I am delighted that the Jefferson County Historical Commission recognizes the historical importance of preserving these documents. I have enclosed the inventory of documents previously provided to you annotated to note that I have decided to keep Sheet No. 149A as a keepsake from my own career.

Thank you.

Sincerely,



September 1, 2021

INVENTORY OF DOCUMENTS

Jefferson County Courthouse - Beaumont, Texas

Fred C. Stone - Architect

A. Basin - Associate Architect

Drawings:

Sheet No. 7 First Floor Plan - 7/14/30

Sheet No. 1 Sections, Building Perspective - 7/14/30

Sheet No. 2 Pearl Street Elevation - 7/14/30

Sheet No. 168 F.S. Detail of Urn - 6/16/31

Sheet No. 193 Details of Metal Ceiling Over Main Entrance - 7/30/31

Sheet No. 191 F.S. Details of Flag Pole Bases - 7/29/31

Sheet No. 139 Sill Details - 4/10/31

Sheet No. 144 F.S.D of 1/4 Ceiling Medallion 1st. Floor Public Lobby - 4/16/31

Sheet No.138 F.S. Detail of Ornament "P"

Sheet No.149.E F.S.D. Orn. Plaster Motif "W", Ct. Room 233 - 6/25/31

Drawing No. 166 3rd-4th-5th Floor Corridor Door Frames - 6/18/31

Drawing 165 Special 1st Floor Door Frames, Courts Lobby #135, Lobby #183 - 5/15/31

Sheet No. 137 F.S. Half Elevation Ornament "S" - 4/9/31

Drawing No. 149C F.S.D. Orn. Plaster Soffit Motif "Y" Ct. Rm #233 - 6/3/31

Sheet No. 134 F.S. Elevation of Panel "N" - 4/2/41

Sheet No. 199F F.S. Detail of Floor Plaque First Fl Lobby - 8/25/31

Sheet No. 128 Detail of Panel "K" - 3/20/31

Sheet No. 149D F.S.D. Of Plaster Soffit Motif "Z" Crim. Ct. Rm. #233 - 6/23/31

Sheet No. 149F F.S.D. Orn. Plas. Soffit Motif "W" for BMS. Rm #233 - 6/25/31

Sheet No. 148 F.S. Details of Beam Soffits & Rosettes for 2nd Fl. Lobbies - 5/4/31

Sheet No. 146 F.S.D. Plaster Orna. & Run Work in Rooms No. 209-221-225-229-236-237-273-
& 279 - 4/29/31

Drawing No. 149C. F.S.D. of Portion of Soffit Motif "Y" in Ct. Room #233 - 6/3/31

Sheet No. 149B F.S.D. Orn. Plaster Motif "X" in Soffit of Ct. Room #233 - 6/1/31

Sheet No. 181A Detail of Door 32 - 7/27/31

* ~~Sheet No. 149A F.S.D. of Plaster Frieze Ct. Room #233 - 5/28/31~~ retained

Sheet No. 187 F.S. Detail Exterior Window Grilles for W 3 - 7/23/31

Sheet 186 F.S. Detail Exterior Window Grilles for Areaways #61 #64 #69 - 7/23/31

Sheet 188 Full Size 1/4 Elev Ext Window Grille Front Entrance Window 8 - 7/24/31

Sheet No. 192 F.S.D. Door and Frame Details Doors D-23 Second Floor - 7/29/31

Sheet No. 133 F.S. Half Elevation Panel "O" - 4/1/31

Sheet No. 131 F.S. Partial Elev. of Window Heads Under Panel "M", Section Z-Z- 3/31/31

Sheet No. 132 F.S. Sect. Sill #7, Elev. of Sill #7, F.S. Sect. Sill #18 - 3/31/31

Sheet No. 142 F.S.D. Plaster Cornice & Orna. Mental Frieze - Public Lobby #182- 4/4/31

Sheet No. 141 F.S.D Ornamental Plas. Inserts and Cornice Profile for Public Lobby #182 & Ct. Lobby # 135
-4/13/31

Sheet No. 175 F.S.D. Of 1/2 Window Panel in Rms #242 & 267 - 7/27/31
 Sheet No. 190 F.S.D. Marble Brackets in First Fl. Lobby at 4 Op'g's - 7/28/31
 Sheet No. 185 Partial F.S. Elevation, Details, Section AA Basement Doors D-1 - 7/27/31
 Sheet No. 129 F.S. Detail of Ornament "L" - 3/21/31
 Sheet No. 172 F.S.D. Of Plaster Cornice in Court Rooms B-32 & B-41 - 6/26/31
 Sheet No. 135 F.S. Sections and Details of Ornamentation 4/3/31
 Sheet No. F.S.D - Special Fire Hose Cabinet Details and Elevations - 7/10/31
 Sheet No. 145 F.S.D. of Plas. Ornament & Run Plaster - Cornices for Rm. #134 - 4/18/31
 Sheet No. 140 F.S.D. of Ornamental Plaster Ceiling for Room #155 - 4/9/31
 Sheet No. 149 F.S. Plaster Details Criminal Ct. #233 - 5/20/31
 Sheet No. 173 F.S.D. of 1/2 of Window Panels in Room #233 - 7/27/31
 Sheet No. 180 F.S. Half Elevation Details of Metal Gate for Room #343 - 6/26/31
 Sheet No. 136 F.S.D. of T.C. Overflow at 12th Floor - 3/4/31
 Sheet No. 130 F.S. Detail of Panel "M" - 3/26/31
 Sheet No. 178 F.S. Half Elevation, Details of Metal Gates for Comm. Ct. #507 - 6/25/31
 Sheet No. 143 F.S.D Plas. Bracket - Bm. Soffit & Facia & Run Plas. Ceiling - 1st. Fl. Pub. Lobby - 4/15/31
 Sheet No. 182 F.S. Section "A-A" Appellate Ct. Ceiling, Elevation Frieze Panel - no date
 Sheet No. 177 F.S. Half Elevation Gate "A", Details of Metal Gates for Civil Ct. Rms. #242 & 267 - 6/24/31
 Sheet No. 181 Details & Sections of Doors 22, Elevation Lobbies #119 & #221 - 6/30/31
 Sheet No. 189 F.S.D. Marble Trim in Criminal Ct. #233 - 7/24/31
 Sheet No. 171 F.S.D. Plas. Soffit Ct. Rms. #242 & #267 - 7/6/31
 Sheet No. 176 F.S. Half Elev., Details for Gates for Criminal Court Room #233 - 2/24/31
 Sheet No. 184 Details of Ceiling for Courts Lobby #415 - 7/18/31
 Sheet No. 183 F.S. Section D'-D' and Elevation of Typical Plaster Cap. - 7/16/31
 Sheet No. 179 F.S. Half Elev., Details of Metal Gates for Appell. Ct. Rm. #409 - 6/26/31
 Sheet No. 147 F.S.D. Orn. Plaster Frieze in 2nd Floor Lobbies #243-#266 & 275 - 5/1/31

Furnishings Specifications

Jefferson County Courthouse - 93 pages (page 83 missing), 10/31/30

Jail Equipment Specifications

Jefferson County Courthouse - 39 pages. Bulletin #1 – 7 pages, 10/31, 1930

Jefferson County Office Building, Port Arthur, Texas

Stone & Pitts Architects

Drawings

Sheet No. 12 Half of Model # 5 - no date
 Sheet No. 4 Project Sign - no date
 Sheet No. _ Model # 3 - no date
 Sheet No. 8 Corner Stone - no date
 Sheet No. 13 Model # 6 - no date
 Sheet No. 14 Model # 7 - no date
 Sheet No. 10 Model # 2 - no date
 Sheet No. 11 Model # 4 - no date

Sheet No. F.1 Counter Screen Details - 3/13/36
Sheet No. P-1 Reflected Ceiling Plan Main Lobby # 110 - no date
Sheet No. P-2 Ceiling Mould Details Main Lobby # 110 - no date
Sheet No. P-4 Run Cornice Details - no date
Sheet No. 4 Profile Thru Stone Pilaster and Cap - no date
Sheet No. P-3 Plaster Model Details - no date

Roy Wignall, Port Arthur/ Fred C. Stone, Beaumont, Associated Architects

Drawings

Drawing No. 4 Second Floor Plan - 2/15/34, Rev. 2/20/35
Drawing No. 2 Building Elevations and Cross Sections - 2/15/34, Rev. 2/20/35
Drawing No. S5 First Floor Plan/Structural
Drawing No. S4 Second Floor Plan Structural - 2/15/34, Rev. 2/20/35
Drawing No. S1 Structural Piling Layout Plan - 2/15/34, Rev. 2/20/35
Drawing No. S2 Structural Foundation Plan - 2/15/34, Rev. 2/20/35
Drawing No. E1 Electrical Second Floor and Riser Diagram - 2/15/34, Rev. 2/20/35
Drawing No. 11 Door Details and Schedule - 2/15/34, Rev. 2/20/35
Drawing No. 10 Plan and Elevations of J.P. Court Rm. 209 - 2/15/34, Rev. 2/20/35
Drawing No. 8 Typical Window Details - 2/15/34, Rev. 2/20/35
Drawing No. 7 Typical Detail of Entrances in East Elevation - 2/15/34, Rev. 2/20/35
Drawing No. 9 Stair Sections, Elevations, Ceiling Plans - 2/15/34, Rev. 2/20/35
Drawing No. 6 Attic, Roof and Penthouse Plans - 2/15/34, Rev. 2/20/35
Drawing No. J-1 Jail Plan and Equipment - 2/15/35, Rev. 2/20/35
Drawing No. S5 Jail Floor Plan Structural - 2/15/34, Rev. 2/20/35
Drawing No. S6 Attic, Penthouse and Roof Plan Structural - 2/15/34, Rev. 2/20/35
Drawing #5 F.S. Sections, Elevation - No date
Drawing #2 F.S. Section Thru Jail Window Head - No date
Sheet No. 6 F.S. Sill Detail - No date
Sheet No. 1 Interior Elevations, Details, Profile of Fluting in Plas Spandrels - 10/21/36
Drawing No. 3 First Floor Plan - 2/15/34, Rev. 2/20/35
Drawing No. 5 Jail Floor Plan - 2/15/34, Rev 2/20/35
Drawing F-5 Furniture Items - 2/15/34
Drawing F-6 Furniture Items - 2/15/34
Drawing F-3 Furniture Items - 2/15/34
Drawing F-4 Furniture Items - 2/15/34
Drawing F-2 Second Floor Furniture Plan - 2/15/35
Drawing F-1 First Floor Furniture Plan - 2/15/34
Drawing PH1 Plumbing and Heating Plans and Riser Diagram - 2/15/34
Graphic "Erected A.D. 1935"- no date
Drawing Typical. Marble Stools - no date
Sheet No. 3 Cornice Details - no date
Sheet titled Half Full Size Model #1 - no date

Specifications

For An Insane Ward, Contract Set #14 (64 pages)

Form of Bid (6 pages) 6/24/36

Standard Form of Agreement Between Contractor and Owner (5 pages) 6/24/36

Stone & Pitts Architects



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Donta Miller
Chief of Law Enforcement
dmiller@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

MEMORANDUM

DATE: September 29, 2021

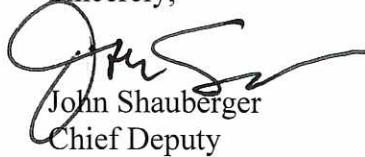
TO: Honorable Judge Jeff Branick
Commissioner Vernon Pierce
Commissioner Darrell Bush
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief Deputy John Shauberger

RE: Out of State Travel

Please consider and approve out of state travel for Captain Bruce Minter to attend the 40th National Peace Officers' Memorial Service honoring fallen Officer Dudley Champ in Washington DC October 13-17, 2021. He will be serving as the Jefferson County Escort Officer in the National Peace Officers' Memorial Service

Sincerely,



John Shauberger
Chief Deputy

**Compliance with
OUT OF STATE TRAVEL POLICY**

Event: 40th National Peace Officers' Memorial Service
Washington, D.C.
October 13, 2021 through October 17, 2021

- 1. Is the trip budgeted?** No
a. **If not, how is the trip to be funded?** Forfeiture Account
- 2. Is the training mandatory, or does the training directly impact the employee's assigned job duties?** This trip is to honor fallen Officer Dudley Champ.
- 3. Does the benefit appear to be worth the cost?** Yes, Bruce Minter will be representing Jefferson County in the Memorial Service recognizing our fallen officer.
- 4. Is the training available locally or within the state of Texas?** No, this Memorial Service is being held in Washington, D.C.



National Peace Officers' Memorial Service Committee

September 10, 2021

Sheriff Zena Stephens
 Jefferson County Sheriff's Office
 1001 Pearl Street #103
 Beaumont, TX 77701

Dear Sheriff Stephens,

Correctional Officer Dudley Champ will be honored during the 40th National Peace Officers' Memorial Service on Saturday, October 16, 2021 in Washington D.C. The Grand Lodge Fraternal Order of Police and Auxiliary would like to take this opportunity to offer our condolences to your agency on the loss of your officer.

Due to the amount of information that needs to be disseminated over the next few weeks, we respectfully request that your agency review the enclosed information and supply the National Peace Officers' Memorial Service Committee with the requested information as soon as possible.

1). Memorial Service Escort Officer – Your agency may send as many officers as it wishes to National Police Week 2021, however, one representative should be assigned to serve as the official **MEMORIAL SERVICE ESCORT OFFICER** whose responsibility will be to participate with the family in the National Peace Officers' Memorial Service on October 16th. We strongly recommend that you or your agency representative contact the family to ascertain if they would like to request the participation of a specific officer.

The **one** officer per agency who has been assigned to serve as the official **MEMORIAL SERVICE ESCORT OFFICER** for the surviving family at the October 16th service and the **Head of your Agency** can secure rooms through Concerns of Police Survivors (COPS). Hotel information and questions should be directed to COPS by calling 573-346-4911 or the website at www.concernsofpolicesurvivors.org.

ANY OTHER OFFICERS TRAVELING TO WASHINGTON DC FOR NATIONAL POLICE WEEK are asked to contact Kevin Elder at Planit Meetings, LLC, www.planitmeetings.com or (919) 387-0057 who can assist you in securing rooms.

2. **Honor / Color Guards** – Honor Guard and Color Guard Teams willing to participate in the Memorial Service should contact Ken Roske by emailing roskek@outlook.com. As a friendly reminder, all honor guard rifles must be inert.

3. **Agency VIP Attendance** – Invites to the Memorial Service extend to Chief of Police, Sheriffs Mayors, etc., to attend the National Peace Officers' Memorial Service. Special seating is available at the Memorial Service for these VIPs if requested by October 1, 2021.

Enclosed is additional information for the Fraternal Order of Police Memorial service which consist of:

1. Schedule of Events
2. Memorial Service Escort Officer Instructions
3. Forms
 - a. Memorial Service Escort Officer Form
Completed form should be returned pursuant to instructions on form
 - b. VIP Seating Information
Completed form should be returned pursuant to instructions on form
4. National Memorial Committee Contact Information
5. Auxiliary Roll Call T-Shirt and Memorial Coin Forms

PLEASE NOTE-The honoring of a fallen officer at the National Peace Officers' Memorial Service in no way impacts decisions made by the Public Service Officer's Benefit (PSOB), operated by the United States Department of Justice, regarding any claims or benefits awarded.

Should you have any questions regarding the enclosed information or any questions regarding the National Peace Officers' Memorial Service, please leave a message on the National Police Week Hotline at (202) 547-1651 and a committee member will return your call as soon as possible.

Sincerely,

Julie Black

National Peace Officers' Memorial Service Committee
Fraternal Order of Police

Enclosures



FRATERNAL ORDER OF POLICE



MEMORIAL ESCORT OFFICER INSTRUCTION

***TO BE GIVEN TO THE OFFICIAL
MEMORIAL SERVICE ESCORT OFFICER***

It is the request of the National Police Officer Memorial Service Committee that each police agency along with the family of your Fallen Officer choose **ONE** officer to represent the family and department at the Fraternal Order of Police Memorial Service on October 16th in Washington D.C. Please respect the family's wishes when selecting the Escort Officer.

The memorial service escort officer **must**:

- 1) Register at the **ESCORT OFFICER REGISTRATION** located at the DoubleTree in Crystal City. (Escort hotel for Police Week End). Hours of registration will be:

October 12th from 9:00 a.m. - 3:00 p.m.
October 13th from 9:00 a.m. - 3:00 p.m.
October 14th from 9:00 a.m. - 12:00 p.m.
- 2) Attend the **ESCORT OFFICER BRIEFING*** At the DoubleTree *on October 15th*, at 8:30 a.m.
 There will be a brief registration period after the Escort meeting.
- 3) Report to the Escort Check-in table near the Ballroom at 6:30 a.m. on the morning of October 16th. This is in the lower level of the Hilton Mark Center.

Escort officers participating in the National Peace Officers' Memorial Service, are required to wear "Class A" uniform with weapon and official law enforcement photo identification on your person. Plainclothes officers are requested to wear business attire. All officers carrying a handgun must have two (2) forms of identification including the official law enforcement photo identification on your person.

The FOP will ensure that all families have an escort. Any memorial service escort officer NOT registering at the ESCORT table during registration will be replaced.

Please know that all departmental law officers are invited to attend the Police Week activities as well as the Memorial Service, but only the selected Escort Officer will participate with the family of the Fallen Officer. All other officers from your agency will join the ranks of officers outside the inner-perimeter.

**NATIONAL PEACE OFFICERS' MEMORIAL SERVICE COMMITTEE
FRATERNAL ORDER OF POLICE
2021**

FOP

Matt Hagen, Co-Chair
1486 Woods Creek Drive
Delano, MN 55328
Cell: 763-286-5311
E-Mail: mhagen@fop.net

Andy Maybo, Co-Chair
27 Christopher Way
Stafford, VA 22554
Cell: 202-438-1495
E-Mail: Andymaybo@gmail.com

AUXILIARY

Julie Black, Chair
6840 Emerald Bay Lane
Indianapolis, IN 46237
Cell: 317-833-3462
E-Mail: Julie.black@indv.gov

Linda Hennie, Survivor Relations
4101 Honeybrook Avenue
Dayton, OH 45415
Cell: 937-750-3322
E-Mail: Lshennie@aol.com

Amy Hatch, Escorts
8550 Fenton Tower
Indianapolis, IN 46259
Cell: 317-710-9516
E-Mail: amy.hatch@indv.gov

Denise Benavidez, VIP, Volunteers
10401 Bitter Creek NW
Albuquerque, NM 87114
Cell: 505-350-2258
E-Mail: superd73@gmail.com

Connie Barnes, Survivor Registration
2577 West 1125 North
Layton, UT 84041
Cell: 801-866-6527
E-Mail: conniebarnes02@yahoo.com

Bonnie Stinson, Invitations
3861 Strawhill Road
Richmond, VA 23231
Cell: 804-370-7438
E-Mail: vafopgal@aol.com

Police Week Hotline:
202-547-1651

FOP Auxiliary Email:
fopmemorialservice@fop.net

updated: 2021

Special, October 05, 2021

There being no further business to come before the Court at this time,
same is now here adjourned on this date, October 05, 2021