

THE STATE OF TEXAS

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THE COUNTY OF JEFFERSON

PROFESSIONAL SERVICES AGREEMENT (“Agreement”)

Between

JEFFERSON COUNTY, TEXAS (“County”)

and

GRIFFITH, MOSELEY, JOHNSON & ASSOCIATES, INC. (“GMJ”)

1. PARTIES

Jefferson County, Texas (“County”) is a political subdivision of the State of Texas that acts by and through the County Commissioners Court (“Commissioners Court”).

Griffith, Moseley, Johnson & Associates, Inc. (“GMJ”) is a Texas for-profit corporation with its principal place of business located at 2901 Turtle Creek Drive, Suite 445, Port Arthur, Texas 77642.

2. PURPOSE:

This Professional Services Agreement (“Agreement”) is being executed so that GMJ can provide County with the professional services described in the “Scope of Services” section in this Agreement.

3. STATUTORY AUTHORITY:

The statutory authority for this Agreement is Chapter 262, Texas Local Government Code, the County Purchasing Act, as well as 2 CFR Sections 200.318-326 regarding procurement of services under a Federal award.

4. TERM:

The term of this Agreement shall commence on the date of execution of this Agreement (hereafter “Effective Date”), following which the Parties will mutually agree to a Project Start Date (hereafter “Project Start Date”), the date on which GMJ will commence work and will continue until such time as the performance period allowed by the granting entity expires or the project is completed and successfully closed out.

5. GJMA’S SCOPE OF PROFESSIONAL SERVICES:

GMJ will provide hazard mitigation assistance services to the County as the need for these services arises in response to Hurricane Harvey, including hazard mitigation assistance, grant application, development, administration and project management. The precise scope of services will be determined by the award of

grant funding for specific projects and the grant and project management requirements as dictated by program guidelines. The County's RFQ and GMJ's proposal are incorporated by reference for all purposes.

6. TERMS AND CONDITIONS OF PAYMENT FOR PROFESSIONAL SERVICES:

- 6.1.** County agrees to compensate GMJ for the professional services described in the "Scope of Services" as per the scale provided in GMJ's proposal (Attachment "A") subject to grant guidelines and limitations promulgated by the Federal Emergency Management Agency and/or the Texas Division of Emergency Management.
- 6.2.** County will review GMJ's invoices and will issue payments to GMJ within thirty calendar days after the day that the Jefferson County Auditor receives any given GMJ invoice, provided that the Jefferson County Auditor determines that GMJ should be paid pursuant to this Agreement, the laws of the State of Texas, and the laws of the United States. If the Jefferson County Auditor disputes any portion of any given GMJ invoice, County will notify GMJ within seven business days of the basis for the dispute. County will issue payments for any undisputed portions of any GMJ invoices within thirty calendar days after the Jefferson County Auditor receives the disputed GMJ invoice(s).

7. REPORTING AND ACCOUNTABILITY:

- 7.1. Reporting.** GMJ agrees to submit all required documentation and reports in accordance with the time frames required by the granting entity's guidelines. Additionally, GMJ agrees to keep the County Judge, Emergency Management Coordinator, County Auditor, Purchasing Agent and other officials as designated by any of the above, apprised as to all matters relating to all projects.
- 7.2. Access to Records.** GMJ agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of GMJ that are pertinent to this Agreement. This right also includes timely and reasonable access to GMJ's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to this Agreement.
- 7.3. Ownership.** GMJ expressly agrees that all information, data, and supporting documentation related in any way to the professional services that GMJ provides to County pursuant to this Agreement are solely County property.
- 7.4. Maintenance of Records.** GMJ must keep and maintain GMJ's records, books, and other documents reasonably related to this Agreement in forms that the Jefferson County Auditor determines are compliant with generally accepted accounting practices.
- 7.5. Audit.** The Jefferson County Auditor, its assigns, or any other governmental entity approved by County has the unrestricted right to audit the originals of any and all data, records, books, or documents related in any way to this Agreement. Upon written request by County to GMJ, GMJ will make the

originals of such data, records, books, and documents available for auditing in Jefferson County, Texas within a reasonable time, but in no event later than seven calendar days after County notifies GMJ of a request to perform an audit. GMJ must provide any and all electronic data in current Microsoft Word format or current Microsoft Excel format. GMJ will have no responsibility to bear expense for converting electronic data to other formats. Conversion of searchable text to any unsearchable format for any audit will constitute a material breach of this Agreement.

- 7.6. Retention of Records.** All records, books, and documents reasonably related to this Agreement must be maintained and kept by GMJ for a minimum of four years after the termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before this four year period, then GMJ must keep the records, books, and documents for not less than four years **after** all litigation, claims, or audit findings are resolved. **GMJ is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement before the aforesaid time period for maintaining all of the records, books, or other documents has past.**

8. CONFIDENTIALITY:

- 8.1.** GMJ will not disclose privileged or confidential communications or information acquired in the course of the performance of the professional services under this Agreement, unless required by law. GMJ agrees to adhere to all confidentiality requirements, as applicable, for all of the professional services performed by GMJ for County under this Agreement.
- 8.2. Texas Public Information Act.** GMJ acknowledges and agrees that GMJ's performance of professional services for County under this Agreement is subject to and subservient to the Texas Public Information Act in Chapter 552 of the Texas Government Code. Notwithstanding any other provision, including exemptions or exceptions to the Texas Public Information Act, GMJ agrees that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Texas Public Information Act, such provision will be of no force or effect. Furthermore, GMJ expressly acknowledges and agrees that County, the Commissioners Court, the County Judge, County Officials, County Department Heads, and County Employees ("County Requestors") may request advice, decisions and opinions of the Texas Attorney General about the application of the Texas Public Information Act to any information in County's or GMJ's possession. GMJ acknowledges and agrees that County Requestors have the right to rely on the advice, decisions, and opinions of the Texas Attorney General about the application of the Texas Public Information Act. GMJ hereby releases all County Requestors from any and all liability for any disclosure of any information about GMJ that is determined by County or

the Texas Attorney General to be public information under the Texas Public Information Act.

- 8.3.** Notwithstanding the foregoing, County and GMJ agree, to the extent permitted by the Texas Public Information Act or any other lawful privilege, to keep confidential, and store in a secure area with limited access, any information related to this Agreement.

9. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information or documents GMJ uses in the performance of the professional services provided under this Agreement that GMJ considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or as otherwise required by law.

10. INDEMNIFICATION OF COUNTY BY GMJ:

10.1. To the fullest extent authorized by law, GMJ, including its assigns, subcontractors, officers, directors, employees (collectively, "GMJ") will forever waive, release, indemnify and hold harmless County, its Commissioners Court, elected and appointed officials and employees (collectively, "County") from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses of any kind or nature arising out of GMJ's performance of its obligations pursuant to this Agreement.

10.2. Approval and acceptance of GMJ's services by County will not constitute nor be deemed a release of the responsibility and liability of GMJ for the accuracy and competency of their services; nor will such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by GMJ in this regard. GMJ will defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

10.3. NO INDEMNIFICATION BY COUNTY OF GMJ. GMJ acknowledges and agrees that Jefferson County does not have the authority under Article XI, Section 7 of the Texas Constitution to indemnify GMJ or any other third party for damages arising under this Agreement.

10.4. SURVIVAL. These indemnification provisions will survive completion, suspension, termination, expiration or cancellation of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

11. INSURANCE:

11.1. Within ten calendar days of the Effective Date of this Agreement, GMJ must furnish to the Jefferson County Purchasing Agent proof that GMJ has the following minimum insurance coverage in force. GMJ's insurance coverage must be provided by insurance companies that, in County's sole discretion, are acceptable to County. All of GMJ's insurance must be provided by insurance companies that are authorized by the Texas Department of Insurance to do business in the State of Texas. GMJ must maintain all of the insurance coverage required by this Agreement during the whole term of this Agreement.

11.2. Texas Workers' Compensation Insurance.

GMJ must maintain Texas Workers' Compensation Insurance required by Subtitle A of Title 5 of the Texas Labor Code for all of GMJ's employees that provide professional services under this Agreement. If GMJ is self-insured, GMJ must provide the Jefferson County Purchasing Agent with evidence of a certificate issued by the Texas Workers' Compensation Committee (hereafter "TWCC") approving GMJ's self-insurance. GMJ expressly represents to County that GMJ's Texas Worker's Compensation Insurance coverage or approved self-insurance will be based on GMJ's proper reporting of classification codes and payroll amounts to the TWCC, and that all of GMJ's insurance coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the TWCC.

11.3. Commercial General Liability Insurance, including Contractual Liability Insurance.

GMJ must maintain commercial general liability insurance coverage, including contractual liability insurance coverage, in a minimum amount of \$1,000,000.00 for bodily injury and property damage per occurrence with a general aggregate coverage \$2,000,000.00.

GMJ's general liability insurance, including contractual liability insurance, must have a Waiver of Subrogation Endorsement that effectively waives any right that GMJ's insurance carrier(s) might have to recover any money from County through subrogation or any other legal remedy.

11.4. Professional Liability: Errors or Omissions Insurance.

GMJ will indemnify County for damages resulting from the failure to use due care and professional skill in rendering professional services to County. GMJ expressly asserts to County that GMJ's professional liability errors or omissions insurance will insure County against any defects, errors, or omissions, and will secure, pay for, and maintain in full force and effect during the term of this Agreement and any subsequent extensions hereto and thereafter for an additional five years from the effective date of cancellation, termination, or expiration of this Agreement or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of \$1,000,000.00.

11.5. GMJ agrees that, with respect to all of the above referenced insurance coverage requirements, all insurance contracts or policies must contain the

following required provisions:

- 11.5.1. Name County as additional insured as to all applicable coverage.
- 11.5.2. This insurance will not be canceled, limited in scope or coverage or non-renewed until after thirty calendar days' prior written notice to County, or ten calendar days' notice to County for non-payment of premium, has been given by the insurance company to County.
- 11.5.3. Provide for an endorsement that any "other insurance" clause will not apply to County where County is an additional insured on the policy.
- 11.5.4. Provide for notice to County to the person and at the address shown below by certified mail, return receipt requested, and full postage paid, sent to the **Jefferson County Purchasing Agent, 1149 Pearl Street, Beaumont, Texas 77701.**
- 11.5.5. GMJ agrees to waive subrogation, and each applicable policy of insurance will state a waiver of subrogation, against County, including its elected officials, officers, employees, volunteers, agents and representatives, for injuries, including death, property damage, or any other loss.
- 11.5.6. GMJ will be solely responsible for all cost of any insurance as required here, any and all deductible amount or self-insured amount, which in no event will exceed ten percent of the amount insured and in the event that an insurance company should deny coverage.
- 11.5.7. All insurance policies or duly executed certificates for the same required to be carried by GMJ under this Agreement, together with satisfactory evidence of the payment of the premium thereof, must be delivered to the **Jefferson County Purchasing Agent, 1149 Pearl, Beaumont, Texas 77701** within ten calendar days of the Effective Date of this Agreement and upon material changes of such insurance policies, but not less than fifteen calendar days prior to the expiration of the term of such insurance coverage, or such non-delivery will constitute a material breach of this Agreement subject to immediate termination at County's sole discretion.
- 11.5.8. All insurance coverage required to be carried by GMJ or subcontractors under this Agreement must be acceptable to County in form and content, in County's sole discretion. All insurance policies must be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County will not relieve or decrease the liability of GMJ.

12. NONPERFORMANCE:

Except for suspension of work by GMJ due to County's failure to authorize payment for services, GMJ's non-performance of the specifications of this Agreement or non-

compliance with the terms of this Agreement will be a basis for termination of the Agreement by County. At County's sole discretion and with written notice by County, GMJ will be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement.

13. SUSPENSION:

Should County desire to suspend the work but not terminate the Agreement, County will issue a written order to stop work. The written order will set out the terms of the suspension. GMJ must stop all work and will cease to incur costs to County during the term of the suspension. GMJ must resume work when notified to do so by County in a written authorization to proceed. If a change in the Terms and Conditions of Payment for Professional Services section of this Agreement is necessary because of a suspension, a mutually agreed contract amendment must be executed in accordance with this Agreement.

14. TERMINATION:

Either party may, at its option, terminate this Agreement, in whole or part, by giving ten (10) calendar days prior written notice thereof to the other party with the understanding that all professional services being performed under this Agreement will cease upon the date specified in such notice. County will compensate GMJ in accordance with the terms of this Agreement for the professional services performed prior to the date specified in such notice. Upon receipt of such notice, GMJ will not incur any new obligations or perform any additional professional services and will cancel any outstanding obligations or professional services to be provided. Upon termination of this Agreement as herein above provided, all County data, documents and information in GMJ's possession must be returned to County within fifteen calendar days of the date of termination.

14.1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County or GMJ upon ten (10) calendar days prior written notice to the non-terminating party.

14.2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

14.2.1. Lack of, or reduction in, funding or resources;

14.2.2. Non-performance by GMJ or GMJ's failure or inability to perform or substantially perform, for whatever reason, the professional services required under this Agreement;

14.2.3. GMJ's failure to comply with the terms and provisions of this Agreement or GMJ's material breach of this Agreement;

14.2.4. GMJ's failure to comply with applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;

14.2.5. GMJ's failure at any time to have an active corporate existence in good standing with the Texas Secretary of State;

- 14.2.6.** GMJ's failure at any time to be in good standing with the Texas Comptroller of Public Accounts or to be authorized to do business in the State of Texas by the Texas Comptroller of Public Accounts;
- 14.2.7.** If GMJ becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; or

15. NOTICE:

Any notice to be given under this Agreement will be deemed to have been given if reduced to writing and delivered in person, or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request will be deemed to have been given three business days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Jeff Branick
County Judge
Jefferson County, Texas
1149 Pearl, 4th Floor
Beaumont, Texas 77701

TO GMJ:

Carl R. Griffith, Jr.
President
Griffith, Moseley, Johnson & Associates, Inc.
2901 Turtle Creek Drive, Suite 445
Port Arthur, Texas 77642

16. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. COMPLIANCE WITH LAWS:

In providing professional services required by this Agreement, GMJ must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. GMJ will be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, will be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be

invalid, void, voidable or unenforceable, the remaining provisions will nevertheless continue in full force and effect. This Agreement is performable and enforceable in Jefferson County, Texas where the principal office of County is located and the state courts of Jefferson County will be the sole and exclusive venue and jurisdiction for any litigation, special proceeding, or other proceeding between County and GMJ that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law.

20. THIRD PARTIES:

The obligations of each party to this Agreement will inure solely to the benefit of County and GMJ, and no other person or entity will be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. NO ASSIGNMENT PERMITTED:

GMJ does not have the right to assign its rights and duties under this Agreement to any individual or entity.

22. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement and contract between County and GMJ. This Agreement supersedes any other agreement or contract, whether oral or written, between County and GMJ. Notwithstanding any other provision of this Agreement or any other contract or agreement between County and GMJ, this Agreement can only be modified by a subsequent written agreement or contract executed by and between County and GMJ.

23. PREVENTION OF FRAUD AND ABUSE:

GMJ must establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving GMJ's employees or agents must be reported immediately to County by GMJ. Moreover, GMJ warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. GMJ and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

24. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender. Any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

25. INDEPENDENT CONTRACTOR:

GMJ, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of professional services covered under this Agreement, and will be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with this Agreement's requirements. There will be no contractual relationship between any subcontractor, agent, employee or supplier of GMJ and County by virtue of this Agreement. This provision of this Agreement will not be for the benefit of any other party other than County and GMJ.

26. ASSURANCES:

- 26.1.** In providing the professional services described in the two "Scope of Services" sections of this Agreement, GMJ agrees to observe and comply with all licenses, legal certifications, or inspections required for the professional services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. GMJ's failure to comply with this assurance will constitute a material breach of this Agreement.
- 26.2.** GMJ is expressly prohibited from transferring or assigning its interest in this Agreement.
- 26.3.** GMJ, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the professional services hereunder are duly licensed or qualified to perform the required professional services. GMJ further agrees and ensures that all program or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.
- 26.4.** GMJ assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. GMJ agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20

U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.

- 26.5.** GMJ agrees to adhere to confidentiality requirements, as applicable, for the professional services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the professional services being providing hereunder.
- 26.6.** GMJ assures that it will not use any information, documents, or data provided to GMJ by County for any proprietary purposes and will not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- 26.7.** GMJ agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 26.8.** GMJ must comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, GMJ must furnish County satisfactory proof of compliance therewith.
- 26.9.** GMJ certifies that it is not aware of any conflicts of interest involving any Jefferson County official or employee related to this Agreement or the professional services provided under this Agreement.
- 26.10.** GMJ certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Jefferson County.
- 26.11.** GMJ will develop and implement an agency-wide drug free work place policy. GMJ will also require that all contracts between itself and subcontractors also comply with said requirements.
- 26.12.** GMJ understands that reimbursement for costs under this Agreement must

be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.

- 26.13.** Under Section 231.006, Texas Family Code, GMJ certifies to County that GMJ is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. GMJ hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 26.14.** GMJ certifies to County that GMJ is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- 26.15.** GMJ certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- 26.16.** Failure by GMJ to comply with any of these assurances or any other requirements specified within this Agreement will constitute a material breach of this Agreement and may result, at the sole discretion of County, in the rejection of GMJ invoices or the offset of funds billed in GMJ invoices or previously paid to GMJ.

27. SIGNATORY WARRANTY:

The person signing and executing this Agreement on behalf of GMJ, hereby warrants and guarantees that he is duly authorized by GMJ to execute this Agreement on behalf of GMJ and to validly and legally bind GMJ to all the terms of this Agreement. **ACCEPTANCES:**

By their signatures below, the duly authorized representatives of Jefferson County, Texas and Griffith, Moseley, Johnson & Associates, Inc. accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2018.

JEFFERSON COUNTY, TEXAS:

GRIFFITH, MOSELEY, JOHNSON & ASSOCIATES, INC.:

BY: Jeff Branick
County Judge
Jefferson County, Texas

BY: John Johnson
Vice-President & General Counsel
Griffith, Moseley, Johnson & Associates, Inc.

APPROVED AS TO FORM:

BOB WORTHAM
JEFFERSON COUNTY CRIMINAL DISTRICT ATTORNEY

By: _____
Assistant Criminal District Attorney