

**FEE AGREEMENT FOR PROFESSIONAL SERVICES
SABINE COUNTY, TEXAS
MPTX ASSOCIATES, INC.**

**ABANDONED STRUCTURES
IDENTIFICATION AND INVENTORY STUDY**

This Agreement, between MPTX Associates, Inc. (hereafter referred to as "FIRM") and the County of Sabine, Texas (hereafter referred to as "CLIENT") sets forth the terms and conditions under which the FIRM agrees to provide professional planning services to the CLIENT.

CLIENT INFORMATION

Name: County of Sabine, Texas

Address: 201 Main Street
PO Box 715
Hemphill, TX 75948

Phone: (409) 787-3543
Email: daryl.melton@co.sabine.tx.us

Client's Business Entity: ☐ Corp ☐ LLC ☐ Partnership
☐ Sole Proprietor ☒ **Local Government**

FIRM INFORMATION

Name: MPTX Associates, Inc.

Address: 4501 Magnolia Cove Drive, #201
PO Box 6357
Kingwood, TX 77345

Phone: (512) 820-8134
Email: greg@mptx-inc.com

Firm's Business Entity: ☒ **Corp** ☐ LLC ☐ Partnership
☐ Sole Proprietor ☐ Other:

BACKGROUND / SCOPE OF WORK

A countywide wildfire risk assessment for Sabine County resulted in strong consensus on the hazard-risk associated with vacant, abandoned structures. These structures are a potential ignition point for large conflagrations due to the density of fuels which surround the buildings, as well as potential hazards of faulty electrical wiring, gas lines, and unauthorized use by trespassers. Due to hazard posed to surrounding neighborhoods and forests, local fire officials, emergency management, and county executive staff place a high priority on proactive mitigation measures.

The key initial step will involve systematically locating, mapping, and researching these vacant, abandoned structures, which will be the purpose of this report. Final report will include a detailed catalog of vacant structures with owner records, street view photos, latitude and longitude coordinates, aerial map, and mitigation options.

Project scope of work will include the following:

- Physical data collection from subdivision roadway network east of Hwy 87, north of FM 3315, and south of FM 276. Coordinates of abandoned or otherwise vacant and unkept structure locations will collected, and photos taken from nearest ROW.
- Research of property ownership records to determine property owner contact information. Abandoned structure address and legal description will also be researched and cataloged.
- Research of public records from appraisal district databases for abandoned properties to determine tax payment status.
- Use of publicly available data to collect images abandoned properties from aerial view.
- Creation of digital maps showing the location and distribution of abandoned properties.
- Creation of a comprehensive report which condenses and summarizes all collected information on abandoned structures. Report will also include a list of options and measures for potential mitigation purposes.

AGREEMENT PERIOD

Period of agreement will begin November 1, 2019, and shall be completed by no later than May 1, 2020 or sooner to the satisfaction of CLIENT.

TERMS OF PAYMENT

Fees billed by FIRM will not exceed \$20,000. Payment will be made in four (4) equal payments of \$5,000 with the intent to withhold the fourth (4th) payment until the final report receives endorsement and approval by Sabine County Commissioners' Court. The initial invoice will be submitted following execution of contract for project mobilization. Subsequent invoices will be submitted on or approximately the first business day of each month following work provided.

Invoice format will be .pdf unless otherwise specified. Method of invoice submittal will be email to County Treasurer with cc. to County Judge unless otherwise specified. Invoice payment is due within 30 days of invoice receipt by CLIENT unless prior alternative arrangements are made.

DISPUTES / JURISDICTION, VENUE AND GOVERNING LAW

In the event of any dispute regarding any provision of this Agreement, or the performance or non-performance of either Party to its obligations under this Agreement, the Parties agree to make diligent and reasonable attempts to resolve through negotiations all such disputes or disagreements. If the Parties are unable to resolve the dispute through negotiations within twenty (20) business days, the dispute will be finally settled in accordance with Texas Law, and the Parties agree that Texas courts shall have jurisdiction over subject matter of this Agreement and venue shall be in Sabine County, Texas.

ENTIRE AGREEMENT

This Agreement signed by both Parties is the final and entire Agreement between the parties and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein. The Parties, further warrant that the person whose name appears below is specifically and duly authorized to bind the entity they represent.

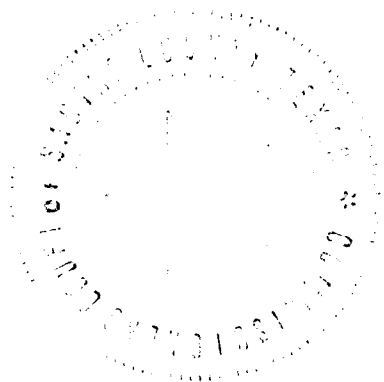
COUNTY OF SABINE, TEXAS

By: _____

Daryl Melton, County Judge

Date: _____

2019



MPTX ASSOCIATES, INC.

By: _____

Greg J. Wobbe, CFM, Principal

Date: _____

2019

Vol 3R Page 303