



August 4, 2022

Jeff Saitas  
Saitas and Seales, Inc.  
6100 Carry Back Lane  
Austin, Texas 78746

Re: Agreement for Environmental Consulting Services with the Port of Houston Authority

Dear Mr. Saitas:

This letter sets forth the agreement (the "Agreement") by Saitas and Seales, Inc. (the "Consultant") to provide environmental consulting services to the Port of Houston Authority of Harris County, Texas (the "Port Authority").

1. The Consultant is hereby retained by the Port Authority to provide environmental consulting services and expertise on jurisdiction matters relating to the Texas Commission on Environmental Quality (the "TCEQ") and the United States Environmental Protection Agency (the "EPA"), including, but not limited to, air and water quality matters, grant funding, enforcement, water supply, and waste management issues with regard to Port Authority development and operations, as may be referred to the Consultant from time to time (collectively, the "Services"). The Consultant's client is the Port Authority, which is a governmental entity created and existing under Texas law, and includes the Port Commission of the Port Authority (the "Port Commission"). The Port Commission is the governing body of the Port Authority, which meets no more than once a month per year.
2. The term of this Agreement (the "Contract Term") shall commence as of the date this letter is fully executed, and shall end upon termination as provided in Sections 8 and 9 below, and shall be applicable to invoices received during the Contract Term.
3. Although the Consultant may work with various representatives of the Port Authority in the course of its execution of the Services, the Consultant's primary point of contact is the Environmental Affairs Department (the "EAD") of the Port Authority. All Services should be coordinated through the Director of the EAD, which should be kept informed of the Consultant's work.
4. The Consultant shall provide reasonably detailed monthly fee statements showing: (a) the date of the Services performed, (b) the identity of each person performing Services, (c) the nature of the Services performed, (d) the time expended, and (e) the hourly rate of each person performing the Services. The Consultant shall keep accurate records of the time it devotes to the Port Authority's Services in increments of quarters of an hour. If the EAD has questions about bills, the Consultant shall promptly answer them.
5. Consultant's cumulative rate is **\$300 per hour**. It is expressly understood that the hourly rates payable to the Consultant compensate the Consultant for all overhead costs and expenses and include, but are not to be limited to, all costs for administrative work, including overtime, computer time, meals, clerical filing, and proofreading. The Consultant may charge for customary out-of-pocket expenses at cost and without markup, but shall not charge for out-going or incoming faxes.
6. The Consultant shall obtain written approval of the Port Authority's Director of EAD prior to incurring any expenses in excess of \$500.



7. Within thirty (30) days following the last day of each calendar month during which any Services were performed by the Consultant on behalf of the Port Authority, the Consultant shall submit an itemized statement, in a form acceptable to the Port Authority and setting forth in detail the Services provided hereunder and the compensation and expense reimbursement claimed in connection with those Services. The undersigned, or his designee, will promptly review each such statement and approve it with any modifications that he deems appropriate within 21 days, or such other period as required by the Texas Prompt Payment Act. The Port Authority agrees to pay each statement within forty-five (45) days after submission.
8. The maximum amount available to the Consultant for the Services and related expenses to be performed under this Agreement is \$40,000 (the "Contract Price"). If the Contract Amount has been fully expended and additional funds, as appropriate, have not been authorized by an authorized representative of the Port Authority or the Port Commission, this Agreement shall terminate when such funds are fully expended, and neither the Port Authority nor the Consultant shall have any further obligation to the other for the performance of Services or payment for such Services, unless otherwise set forth in this Agreement.
9. Generally, the Consultant's engagement on particular matters that the Port Authority refers to it hereunder shall end when the Consultant has completed the Services required by that matter. This Agreement, however, is based upon mutual consent, and the Port Authority or the Consultant may terminate this Agreement or any representation hereunder at any time, with or without cause, by notifying the other in writing, specifying therein the effective date of such termination. The Consultant agrees if it resigns an engagement to do so at a time and in a manner such as not to prejudice the interests of the Port Authority.
10. Upon receipt of such notice, the Consultant shall discontinue all Services in connection with such engagement or the performance of this Agreement, as applicable, and proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to such matter. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed for such matter or under this Agreement to the date of termination. Within 21 days of the receipt of such statement, the undersigned, or his designee, will review this statement and approve it with any modifications that he deems appropriate.
11. All work product developed by the Consultant shall be considered "work for hire" owned by the Port Authority and shall be delivered to the Port Authority upon its request.
12. In performing the Services for the Port Authority, the Consultant shall not utilize confidential information that it receives from other clients or other parties. Likewise, the Consultant shall not disclose the Port Authority's confidential information to its other clients. The Consultant shall retain files for five years after the closing of a matter and may destroy these files thereafter if the Port Authority elects not to have the files returned to it. The Consultant shall return these files to the Port Authority at its request.
13. It is expressly understood that the Consultant has no authority to settle or otherwise compromise the position of the Port Authority. It is further understood that any settlement involving the expenditure of Port Authority funds is subject to approval by the Port Authority.
14. The Consultant is subject to any rules of professional conduct applicable to similar consulting Services or lobbying in Texas.



15. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of the Port Authority. **THE CONSULTANT SHALL PROMPTLY AND AT ALL TIMES, INDEMNIFY, DEFEND, RELEASE AND HOLD THE PORT AUTHORITY AND ITS COMMISSIONERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, SUBSIDIARIES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "PORT AUTHORITY INDEMNITEES") HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, FINES, PENALTIES (INCLUDING STIPULATED PENALTIES), EXPENSES (INCLUDING, WITHOUT LIMITATION, EXPENSES OF INVESTIGATION AND REMEDIATION AND ATTORNEYS' FEES AND LEGAL AND OTHER EXPENSES INCIDENTAL TO ALL SUCH CLAIMS, ACTIONS, SUITS, ETC.), LIABILITIES (INCLUDING STRICT LIABILITIES), JUDGMENTS, LIENS, SUITS, ENFORCEMENT ACTIONS, CLAIMS, CAUSES OF ACTIONS, DEMANDS, INJURIES (INCLUDING, WITHOUT LIMITATION, DEATH TO PERSONS WHETHER THEY BE THE CONSULTANT'S OR THE PORT AUTHORITY'S EMPLOYEES OR OTHERS), ACTUAL OR THREATENED DAMAGE TO THE ENVIRONMENT OR PROPERTY, BASED ON, IN CONNECTION WITH, OR ARISING OUT OF THE SERVICES, OR CAUSED BY, ARISING OUT OF OR RESULTING FROM THE CONSULTANT'S (OR ITS SUB-CONSULTANTS, EMPLOYEES, AGENTS, VENDORS, OR ANY OTHER PERSONS PERFORMING ANY OF THE SERVICES FOR THE CONSULTANT EITHER DIRECTLY OR INDIRECTLY): (I) NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, WILLFUL ACT OR OMISSION, OR STRICT LIABILITY; (II) FAILURE TO COMPLY WITH THE TERMS OF THE AGREEMENT; (III) BREACH OR THREATENED BREACH OF THIS AGREEMENT; (IV) BREACH OF ANY REPRESENTATION, COVENANT, OR WARRANTY BY CONSULTANT; OR (V) RELEASE OF HAZARDOUS SUBSTANCES, WASTES, TOXIC MATERIALS, POLLUTANTS, CONTAMINANTS, PETROLEUM OR ITS COMPONENTS OR DERIVATIVES, LEAD, ASBESTOS OR OTHER MATERIALS REGULATED UNDER ANY ENVIRONMENTAL OR OTHER LAW (COLLECTIVELY "LIABILITY" AND/OR "LIABILITIES").** THE TERM LIABILITY OR LIABILITIES AND THE INDEMNITY OBLIGATION SET FORTH ABOVE SHALL INCLUDE LIABILITIES THAT ARISE IN PART FROM ANY PORT AUTHORITY INDEMNITEES' CONCURRENT (BUT NOT SOLE) NEGLIGENCE OR STRICT LIABILITY WITHOUT REGARD TO FAULT; PROVIDED HOWEVER THAT THE CONSULTANT'S OBLIGATION UNDER THIS SECTION SHALL BE LIMITED TO THE PERCENTAGE OF DAMAGES CAUSED BY THE CONSULTANT'S (OR ANY OF ITS EMPLOYEES', AGENTS' OR SUBCONTRACTORS') OWN NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, BREACH OR VIOLATION OF STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

The indemnity and release obligations set forth in this Section 15 shall survive termination of this Agreement.

If this Agreement is satisfactory, it is requested that the Consultant's agreement to its terms be evidenced by its approval below.

Sincerely,

Rich Byrnes  
Rich Byrnes (Aug 17, 2022 15:51 CDT)

Richard Byrnes

Agreed and approved this 08/17/2022, 2022

[SIGNATURE PAGE FOLLOWS]



APPROVED:

*Trae Camble*

Trae Camble (Aug 4, 2022 15:07 CDT)

Trae Camble, Director of Environmental Affairs

SAITAS AND SEALES, INC.

*Jeffrey A. Saitas*

By: Jeffrey A. Saitas (Aug 4, 2022 14:58 CDT)

Title: President

APPROVED AS TO FORM:

*Chasless Yancy*

Chasless Yancy, Assistant General Counsel

REVIEWED:

*Arthur E. Duncan*

Controller

FUNDS ARE AVAILABLE TO MEET THIS OBLIGATION  
WHEN DUE:

*David Jochnau*

Financial Services

# Engagement Letter - Saitas and Seales Inc.











## 2022 - 08-04-22 v4


Final Audit Report

2022-08-20


Created:	2022-08-04
By:	Therese Bilnoski (tbilnoski@porthouston.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARxaWX1-WmFbkH7Qilp-2Oawfsp_HI7me

## "Engagement Letter - Saitas and Seales Inc. 2022 - 08-04-22 v4" History

-  Document created by Therese Bilnoski (tbilnoski@porthouston.com)  
2022-08-04 - 5:35:43 PM GMT- IP address: 206.130.4.71
-  Document emailed to jsaitas@westcapitol.com for signature  
2022-08-04 - 5:37:26 PM GMT
-  Email viewed by jsaitas@westcapitol.com  
2022-08-04 - 6:43:30 PM GMT- IP address: 172.226.170.8
-  Signer jsaitas@westcapitol.com entered name at signing as Jeffrey A. Saitas  
2022-08-04 - 7:58:33 PM GMT- IP address: 104.184.100.94
-  Document e-signed by Jeffrey A. Saitas (jsaitas@westcapitol.com)  
Signature Date: 2022-08-04 - 7:58:35 PM GMT - Time Source: server- IP address: 104.184.100.94
-  Document emailed to Chasless Yancy (cyancy@porthouston.com) for signature  
2022-08-04 - 7:58:36 PM GMT
-  Email viewed by Chasless Yancy (cyancy@porthouston.com)  
2022-08-04 - 8:04:45 PM GMT- IP address: 73.136.139.210
-  Document e-signed by Chasless Yancy (cyancy@porthouston.com)  
Signature Date: 2022-08-04 - 8:05:03 PM GMT - Time Source: server- IP address: 73.136.139.210
-  Document emailed to tcamble@porthouston.com for signature  
2022-08-04 - 8:05:05 PM GMT
-  Email viewed by tcamble@porthouston.com  
2022-08-04 - 8:06:04 PM GMT- IP address: 104.28.97.22

 Signer tcamble@porthouston.com entered name at signing as Trae Camble

2022-08-04 - 8:07:02 PM GMT- IP address: 206.130.4.64

 Document e-signed by Trae Camble (tcamble@porthouston.com)

Signature Date: 2022-08-04 - 8:07:04 PM GMT - Time Source: server- IP address: 206.130.4.64

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2022-08-04 - 8:07:06 PM GMT

 Email viewed by rbyrnes@porthouston.com


2022-08-05 - 10:03:19 PM GMT- IP address: 104.28.85.111

 Email viewed by rbyrnes@porthouston.com

2022-08-16 - 9:45:22 PM GMT- IP address: 104.28.97.17

 Email viewed by rbyrnes@porthouston.com

2022-08-17 - 8:38:45 PM GMT- IP address: 104.28.97.23

 Signer rbyrnes@porthouston.com entered name at signing as Rich Byrnes


2022-08-17 - 8:51:06 PM GMT- IP address: 73.136.254.93

 Document e-signed by Rich Byrnes (rbyrnes@porthouston.com)

Signature Date: 2022-08-17 - 8:51:08 PM GMT - Time Source: server- IP address: 73.136.254.93

 Document emailed to cduncan@porthouston.com for signature

2022-08-17 - 8:51:10 PM GMT

 Email viewed by cduncan@porthouston.com


2022-08-17 - 8:58:52 PM GMT- IP address: 104.28.97.15

 Signer cduncan@porthouston.com entered name at signing as Curtis E Duncan

2022-08-17 - 9:22:27 PM GMT- IP address: 208.110.207.71

 Document e-signed by Curtis E Duncan (cduncan@porthouston.com)

Signature Date: 2022-08-17 - 9:22:28 PM GMT - Time Source: server- IP address: 208.110.207.71

 Document emailed to David Jochneau (djochneau@porthouston.com) for signature

2022-08-17 - 9:22:30 PM GMT

 Email viewed by David Jochneau (djochneau@porthouston.com)

2022-08-20 - 10:16:17 PM GMT- IP address: 119.13.205.112

 Document e-signed by David Jochneau (djochneau@porthouston.com)

Signature Date: 2022-08-20 - 10:16:34 PM GMT - Time Source: server- IP address: 208.110.207.71

 Agreement completed.

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