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BARBARA MIDDLETON
COUNTY CLERK
POLK COUNTY, TEXAS

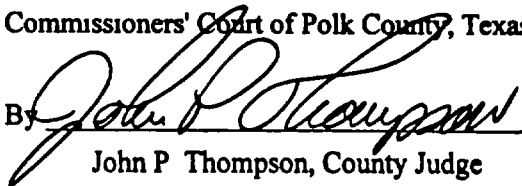
**NOTICE OF MEETING OF THE
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 36**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the Monday, July 10, 1995 at 10 00 a.m in the County Courthouse, Livingston, Texas, at which time the following subjects will be discussed, to wit

SEE ATTACHED AGENDA

Dated this the July 5, 1995

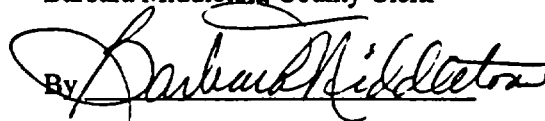
Commissioners' Court of Polk County, Texas

By 
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on the July 5, 1995, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated this the July 5, 1995

Barbara Middleton, County Clerk

By 



POLK COUNTY, TEXAS

**COMMISSIONERS COURT
AGENDA**

for: MONDAY - JULY 10, 1995 - 10:00 A.M. a.m.

CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
A
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, June 12 (final copy not available at last meeting) & June 26, 1995

NEW BUSINESS

- 4 CONSIDER APPROVAL OF "INTER-GOVERNMENTAL" & "SERVICES" AGREEMENT BETWEEN POLK COUNTY AND BRAZOS TRANSIT SYSTEM (pertaining to Rural Transit Program)
- 5 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO THE AWARD OF TEXAS COMMUNITY DEVELOPMENT PROGRAM (TCDP) GRANT - ADMINISTRATIVE SERVICES
- 6 CONSIDER APPROVAL OF JUVENILE DETENTION CONTRACTS
- 7 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO JUVENILE DETENTION COSTS
- 8 CONSIDER APPROVAL OF DIVISION ORDER PERTAINING TO OIL & GAS LEASE OF POLK COUNTY SCHOOL LAND - SEC 29 - THROCKMORTON

CONSENT AGENDA ITEMS

9. ~~8~~ CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
10. ~~9~~ CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN

Next regularly scheduled meeting - July 24, 1995, 10 00 a m



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CLERK OF COUNTY CLERK
POLK COUNTY, TEXAS

ADDENDUM TO

NOTICE OF MEETING # 36

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR JULY 10, 1995 AT 10 00 A M

ADD,

- 10. Consider any/all necessary action pertaining to bid #95-17 "Purchase of Implement Tractor w/ Front End Loader and Mower Attachments".
- 11. Consider request to clear title of certain property parcel, referenced as being deeded to County in 1800's.

Posted on July 7, 1995

Commissioners' Court of Polk County, Texas

By John P Thompson
John P Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on July 7, 1995 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated July 7, 1995

Barbara Middleton, County Clerk
By Barbara Middleton

STATE OF TEXAS }
 COUNTY OF POLK }

DATE: JULY 10, 1995
 REGULAR CALLED MEETING
 JAMES J. "BUDDY" PURVIS-ABSENT

BE IT REMEMBERED ON THIS THE 10th DAY OF JULY, 1995 THE HONORABLE COMMISSIONERS COURT MET IN A REGULAR CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT: JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING. B.E. "SLIM" SPEIGHTS, COMMISSIONER PCT#1, BOBBY SMITH, COMMISSIONER PCT#2, R.R. "DICK" HUBERT, COMMISSIONER PCT#4, AND BARBARA MIDDLETON, COUNTY CLERK WHEN & WERE AMONG OTHER PROCEEDINGS HAD, CONSIDERED AND PASSED.

1. MEETING WAS CALLED TO ORDER BY JUDGE JOHN THOMPSON, AT 10:00 AM.

PUBLIC COMMENTS:

- A. MR. BILL HARDY, ASKED THE COURT TO CONSIDER HIRING AN ANIMAL CONTROL OFFICER TO PICK UP STRAY ANIMALS WITHIN THE COUNTY, DURING THEIR 1996 BUDGET WORKSHOPS. JUDGE THOMPSON, ADVISED HIM THAT WE HAVE HAD AN ANIMAL CONTROL OFFICER, ON DUTY SINCE APRIL, 1995 AT THE S.P.C.A., BEHIND THE JAIL.
- B. MR. SHEP GREEN, OF BIG THICKET LAKE ESTATES, THANKED JUDGE THOMPSON FOR COMING TO THE SUBDIVISION TO MEET WITH THE CAMERA CREW FROM CHANNEL-2 IN HOUSTON, TO FILM THE DAM SITE AND THE CONTINUING PROBLEM THEY ARE HAVING SINCE THE DAM HAS WASHED OUT SEVERAL TIMES.

2. INFORMATIONAL REPORTS:

- A. JOHN McDOWELL, EMERGENCY MANAGEMENT COORDINATOR, ADVISED THE COURT OF AN AUGUST, 1995 DEADLINE FOR THE INSTALLATION OF THE (40) DRY HYDRANTS TO BE PLACED THROUGHOUT THE COUNTY. THERE WILL BE A MEETING ON JULY 17, 1995 AT 7 00 PM AT THE SUB-COURTHOUSE IN ONALASKA, FOR SIGNING OF THE AGREEMENTS OF THE COUNTY AND THE FIRE DEPARTMENTS.
- B. COMMISSIONER BOBBY SMITH, GAVE A REPORT ON MEETING HE HAS ATTENDED IN AUSTIN. HE SAID THERE WILL BE A MANUAL PUBLISHED GOVERNING THE VALUATION OF TIMBER APPRAISALS BY THE STATE COMPTROLLER OFFICE
- C. COMMISSIONER SPEIGHTS, REPORTED THEY HAVE HAD SOME EQUIPMENT DAMAGED & VANDALIZED IN PCT#1, RECENTLY. HE ASKED THAT CITIZENS PLEASE CONTACT THE SHERIFF'S OFFICE IF THEY SEE ANY PERSONS SUSPICIOUS LOOKING AROUND PRECINCT#1 OR ANY OF THE WORK SITE'S.
- D. TAX ASSESSOR COLLECTOR, "BID" SMITH, REPORTED ON THE 1995 TAX EVALUATIONS, THE CHIEF APPRAISER HAS CERTIFIED THE TAX ROLLS.
- E. COUNTY CLERK, BARBARA MIDDLETON, REPORTED THAT SHE & NELL LOWE, DISTRICT CLERK, JUST ATTENDED THE COUNTY & DISTRICT CLERKS ANNUAL CONFERENCE IN BROWNSVILLE, TEXAS, JUNE 18th THRU 23rd. THE MEETING WAS VERY INFORMATIVE AND THEY WISHED TO THANK COMMISSIONERS COURT FOR BEING ABLE TO ATTEND.

3. MOTIONED BY BOBBY SMITH, SECONDED BY R.R."DICK" HUBERT TO APPROVE THE MINUTES OF JUN 12 & JUNE 26, 1995. ALL VOTING YES.
4. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE OF "INTER-GOVERNMENTAL" & "SERVICES" AGREEMENT BETWEEN POLK COUNTY AND BRAZOS TRANSIT SYSTEM. ALL VOTING YES.
5. MOTIONED BY BOBBY SMITH, SECONDED BY R.R."DICK" HUBERT TO APPROVE AWARD OF TEXAS COMMUNITY DEVELOPMENT PROGRAM (TCDP) GRANT - ADMINISTRATIVE SERVICES, TO DAVID WAXMAN, INC. ALL VOTING YES.
6. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE THE JUVENILE DETENTION CONTRACTS, AS READ BY JEAN LEBLANC, JUVENILE PROBATION OFFICER. ALL VOTING YES.
7. MOTIONED BY BOBBY SMITH, SECONDED BY R.R."DICK" HUBERT TO APPROVE FOR PAYMENT OF JUVENILE DETENTION COST WITH ANGELINA COUNTY FACILITY, FOR THE REMAINDER OF PROBATION FISCAL YEAR OF 1995, AND APPROVED FOR THE COUNTY AUDITOR TO LOCATE FUNDS FOR SAME. ALL VOTING YES.
8. JUDGE THOMPSON ASKED THAT THIS ITEM BE DELETED UNTIL NEXT MEETING, ON JULY 24, 1995, (DIVISION ORDERS FOR OIL & GAS LEASES ON POLK CO.SCHOOL LAND-THROCKMORTON COUNTY) ALL VOTING YES
9. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE PAYMENT OF THE BILLS (BY SCHEDULE). ALL VOTING YES.

DATE.	AMOUNT:	CHECK #'s
6-27-95	\$ 353.00	109351
6-30-95	20.50	109366
6-30-95	287,952.30	109352 - 109365
7-6-95	156,455.21	109367 - 109507
7-10-95	19,334.21	109508 - 109557

10. MOTIONED BY BOBBY SMITH, SECONDED BY R.R."DICK" HUBERT TO APPROVE PERSONNEL ACTION FORMS. ALL VOTING YES, WITH THE EXCEPTION OF COMMISSIONER SPEIGHTS, ON ITEM#4 AND #6, BECAUSE OF A CONFLICT OF PERSONAL INTEREST.

11. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "SLIM" SPEIGHTS TO REJECT ALL BIDS AND RE-ADVERTISE FOR NEW BIDS ON BID#95-17 "PURCHASE OF IMPLEMENT TRACTOR W/FRONT END LOADER & MOWER ATTACHMENTS."
ALL VOTING YES.
12. MOTIONED BY BOBBY SMITH, SECONDED BY B E. "SLIM" SPEIGHTS TO APPROVE REQUEST TO CLEAR TITLE OF CERTAIN PROPERTY PARCEL, REFERENCED AS BEING DEEDED TO THE COUNTY IN 1800's.
ALL VOTING YES, WITH THE EXCEPTION OF COMMISSIONER HUBERT.
13. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO ADJOURN COURT THIS 10th DAY OF JULY, 1995.
ALL VOTING YES.


JOHN THOMPSON, COUNTY JUDGE

ATTEST:

BARBARA MIDDLETON, COUNTY CLERK

INTER-GOVERNMENTAL AGREEMENT

PREAMBLE

1. The political subdivisions or jurisdictions adopting this agreement desire to join a system for public transportation services in their jurisdictions or subdivisions. The Brazos Valley Community Action Agency (BVCAA), known as Brazos Transit System (BTS) will provide transportation services to the transit dependent of the member jurisdictions.

PURPOSE

2. The purpose of this agreement is to recognize an organizational structure to operate the public system, identify its membership, provide for its governance, and define its powers.
3. This agreement is made under the authority of the Interlocal Cooperation Act of 1971, as amended, Article 4413(32c) of Texas Vernons Civil Statutes.

CREATION

4. BVCAA is created as an administrative agency of the member political subdivisions/jurisdictions to operate transportation services for the transit dependent within the jurisdiction or subdivision.

GOVERNANCE

5. BVCAA is governed by its existing independent Board of Trustees. BVCAA is responsible to its Board of Trustees and not to the governing bodies of the member political subdivisions or jurisdictions.

POWERS

6. Except as provided in paragraph seven (7), BVCAA has all the powers of

its members political subdivisions necessary to operate its services. By way of illustration, but not in limitation, BVCAA has power:

- a. to sue and be sued in its own name,
 - b. to contract;
 - c. to acquire and own real and personal property; and
 - d. to accept and expend grants from governments, legal entities and individuals.
7. BVCAA does not have the power.
- a. to tax;
 - b. to obligate its member political subdivisions;
 - c. to assess its member political subdivisions; or
 - d. to adopt ordinances or other laws.

ADDITION OF MEMBERS

8. A political subdivision or jurisdiction may join BVCAA if BVCAA approves the new member. If approval is given, a political subdivision or jurisdiction joins BVCAA by adopting this agreement.

WITHDRAWAL OF MEMBER

9. A member political subdivision or jurisdiction may withdraw from this agreement if it adopts a resolution of withdrawal and delivers it to BVCAA. The withdrawal is effective on the 30th day after the date the resolution is adopted.

DISSOLUTION

10. BVCAA, as a governmental unit may be dissolved by unanimous vote of the Board of Trustees or by withdrawal of all member political subdivisions.

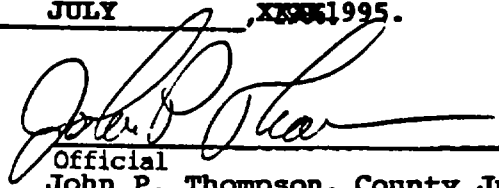
11. The Board of Trustees shall dispose of the net assets as required by law.

EFFECTIVE DATE AND TERM

12. This agreement takes effect when adopted by any political subdivisions or jurisdictions.

SIGNED AND APPROVED THIS 10TH day of JULY, ~~XXXX~~1995.

POLK COUNTY, TEXAS
Subdivision/Jurisdiction



Official
John P. Thompson, County Judge

AGREEMENT

STATE OF TEXAS)
)
COUNTY OF POLK)

THIS AGREEMENT is made at Polk County, Texas, on this 10th day of July, 1995, by and between BRAZOS VALLEY COMMUNITY ACTION AGENCY, d/b/a BRAZOS TRANSIT SYSTEM, hereinafter referred to as "BTS" and Polk County, Texas hereinafter referred to as County.

RECITAL

The County wishes to secure the services of BTS to make available to the citizens of the County, a Public transit system.

1. **TERM:** This Agreement shall be for a term of two (2) years commencing on September 1, 1995 and expiring on August 31, 1997.

2. **CONSIDERATION:** The County shall pay as consideration for the services of BTS as delineated in the section.

- a. **Operation Costs:** The County shall reimburse BTS for 25% of all allowable operations costs as so attached to this Agreement. Such reimbursement shall not exceed a maximum of \$ 35,000.00 for the first year and \$ 35,000.00 for the second year. Cost of operations is defined as fuel, oil, salaries of drivers and other expenses as set out in 49 U.S.C.A., Surface Transportation Act of 1982. Such reimbursement shall be on a monthly basis upon submission of a bill by BTS.

3. **ROUTES AND SCHEDULES:** BTS shall be responsible for establishing all routes, schedules, operations hours operational days. In establishing such, BTS shall consider to the most practical extent possible, the advise and desires of the County.

4. **FARES:** The County shall be responsible for establishing all fares and public livery rates pertaining to the operation of the transportation system. Such shall be established through the public hearing process.

5 ADMINISTRATION: BTS shall be the sole agent responsible for the administration of the public transit system.

6. INSURANCE. BTS shall maintain general liability insurance at the rate prescribed by regulatory authorities and applicable to public transit services and shall furnish the County with proof of such coverage prior to commencement of operations and at such times as requested by the County.

7. HOLD HARMLESS: BVCAA shall indemnify and save harmless the County and its agents from harm or damages of any character, type or description brought or made for on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or employees in the execution or performances of the Agreement.

8 GOVERNING LAW: This Agreement shall be governed and constructed in accordance with the laws of the State of Texas.

9 SERVICE OF NOTICE: Any notice required or permitted to be given by this Agreement shall be deemed given when personally delivered to recipient thereof, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the Contractor, at the business address specified in his proposal, and in the case of BVCAA at 504 E 27th Bryan, Texas 77803, or at any other address which either party may subsequently designate in writing to other party

10 ENTIRE AGREEMENT: This Service Agreement contains the entire agreement between the parties herein described Any oral representations or modification concerning the Agreement shall be of no force and effect unless such are reduced to writing.

SIGNED the 10th day of July, 1995.

BRAZOS VALLEY COMMUNITY ACTION AGENCY

BY: Dale J Marsico Chief Administrator Officer

POLK COUNTY, TEXAS JOHN P. THOMPSON, COUNTY JUDGE POLK COUNTY COURTHOUSE, 3RD FLR. LIVINGSTON, TEXAS 77351

John P. Thompson, County Judge Polk County, Texas

THE STATE OF TEXAS

COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT FOR GRANT ADMINISTRATION SERVICES

THIS AGREEMENT, ENTERED INTO BY AND BETWEEN THE COUNTY OF POLK, TEXAS, hereinafter called the "Client", and DAVID J. WAXMAN, INC., P O Drawer 900, Jasper, Texas 75951, referred to herein as the "Consultant", for the following Project

A 1995 One-Year Community Development Block Grant (CDBG) Program funded by the U S Department of Housing and Urban Development and administered by the State of Texas under Title I of the Community Development Act of 1974, (P L 95-128), as amended, awarded to said Client for a sewer improvements project

The Client and the Consultant agree as follows

SECTION ONE SCOPE AND EFFECT

1 1 The Consultant shall provide professional services for the Project in accordance with the terms and conditions of this Agreement

1 2 This Agreement becomes of full force and effect on the 1st day of July, 1995 and shall continue through the program period of the Grant

SECTION TWO PROFESSIONAL SERVICES FEE

2 1 For services necessary to provide for environmental assessment, technical assistance and training as described in Section 4, Compensation shall be computed on a lump sum basis of \$27,525.00 as per Attachment B

2 2 Payments hereunder are expressly conditioned on receipt of and will be made exclusively from funds from the Texas Department of Housing and Community Affairs or the local match fund as provided in the TCDP Grant Agreement

SECTION THREE MATERIAL CHANGE IN SCOPE OF PROJECT

3 1 The Client and the Consultant agree in accordance with the terms and conditions of this Agreement that the scope of the Project may not be materially changed by actions of the Client, or the Texas Department of Housing and Community Affairs without the prior agreement, in writing, being first obtained from the Consultant, as to the compensation to be paid to the Consultant

SECTION FOUR PROFESSIONAL SERVICES - ADMINISTRATION

4.1 ENVIRONMENTAL ASSESSMENT

- 1) The Consultant shall conduct the Client's environmental assessment where such assessment is required
- 2) The Consultant shall prepare and maintain the environmental review record
- 3) The Consultant shall prepare addenda to the environmental assessment where needed

4.2 ADMINISTRATIVE SERVICES

- 1) The Consultant shall establish and assist in maintaining or maintain all necessary records required by the Texas Department of Housing and Community Affairs in the administration of the Grant and provide such controls as are necessary to insure that all expenditures and contracts conform to, are within and are authorized by the applicable laws, grant documents and federal/state/local regulations
- 2) The Consultant shall recommend and monitor procedures as to cost principles applicable to grants from the Federal Government as defined in Federal Management Circular 74-4 as prescribed by the Department of Housing and Urban Development
- 3) The Consultant shall establish and monitor a budget reporting system to conform to OMB Circular A-102 and as prescribed by the Texas Department of Housing and Community Affairs
- 4) The Consultant shall establish and monitor procedures to comply with the required administration and enforcement of labor standards
- 5) The Consultant shall prepare for the Client the required Performance Reports
- 6) The Consultant shall aid the Client in responding to government audit findings, should they occur
- 7) The Consultant shall maintain liaison with the Texas Department of Housing and Community Affairs on matters pertaining to the CDBG process
- 8) The Consultant shall aid the Client in the scheduling of projects
- 9) The Consultant shall aid the Client in the selection of other professionals where needed.

- 10) The Consultant shall aid the Client in monitoring the contractual arrangements with other professionals
- 11) The Consultant shall design and monitor the Community Development Grant Program
- 12) The Consultant shall establish an Environmental Review Record, including addendums to the Environmental Assessment where needed
- 13) The Consultant shall assist in identifying, recording and responding to citizen complaints concerning the CDBG Program
- 14) The Consultant shall assist in implementation of Citizens Participation as required
- 15) The Consultant shall establish and assist in carrying out a process for acquiring land for housing sites and easements for such activities as water lines, sewer lines, sidewalks, drainage improvements, streets and park development in order to accomplish the objectives of the Grant where needed
- 16) The Consultant shall assist the Client in meeting the Equal Opportunity requirements of the Grant

4.3 TECHNICAL ASSISTANCE AND TRAINING

- 1) Records
- 2) Laws and Regulations
- 3) Environmental
- 4) Citizen Participation
- 5) Real Property Acquisition and Relocation
- 6) Citizen Complaints
- 7) Housing Assistance Implementation
- 8) Labor Standards
- 9) Construction Requirements
- 10) Bid Process
- 11) Project Selecting and Project Process

SECTION FIVE RESPONSIBILITIES OF THE OWNER

5 1 The Client shall cooperate in implementing the Citizens Participation Plan

5 2 The Chief Executive Officer shall execute all required certifications

5 3 The Client shall furnish such legal, accounting and auditing services as may be necessary for the Process

5 4 The Client shall act timely on all resolutions so as not to delay project completion

5 5 The Client shall be responsible for local zoning regulations

SECTION SIX PAYMENTS TO THE CONSULTANT

6 1 Payment to the Consultant for services in 4 1, 4 2 and 4 3 shall be based upon receipt of Federal funds from the Community Development Block Grant Program and Administered by the Texas Department of Housing and Community Affairs and shall be made as follows

- (a) Payments - Upon receipt of authorization of the Grant from the Texas Department of Housing and Community Affairs, the Consultant shall bill the Client on completion of project milestones per agreed percentage of the maximum amount of \$27,525 00 (See Attachment B)
- (b) No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the contractors
- (c) If the Project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid his compensation for services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Section Eight resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Consultant's compensations shall be subject to renegotiation

SECTION SEVEN - CONSULTANT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses shall be kept on a generally recognized accounting basis and shall be available at mutually convenient times

SECTION EIGHT - TERMINATION OF AGREEMENT

8 1 This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Consultant shall be paid all compensation for services performed and reimbursement expenses through the date of termination.

8 2 In the event of termination through no fault of the Consultant, the Consultant shall be paid his compensation for services performed to termination date, Reimbursable Expenses then due and termination expenses.

8 3 Termination Expenses are defined as those expenses directly attributable to termination.

SECTION NINE OWNERSHIP OF DOCUMENTS

9 1 Drawings and Specifications and Studies as instruments of service are and shall remain the property of the Client whether the project for which they are made is executed or not.

SECTION TEN SUCCESSORS AND ASSIGNS

10 1 The Client and the Consultant each bind themselves, their partners, successors, assigns and legal representatives to all the terms, conditions and covenants of this Agreement. Neither the Client nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other, except assignment by Consultant to a corporation wholly owned by principals shall be permitted.

SECTION ELEVEN ARBITRATION

11 1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the Texas Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include by consolidation, joinder or in any other manner, any additional party not a party to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described herein or with any party not named or described herein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

11 2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the Texas Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11 3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION TWELVE EXTENT OF AGREEMENT

12 1 This Agreement represents the entire and integrated Agreement between the Client and the Consultant either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

SECTION THIRTEEN GOVERNING LAW

13 1 Unless otherwise specified, this Agreement shall be governed by the laws of Texas.

SECTION FOURTEEN EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement

- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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 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 Consultant agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

SECTION FIFTEEN SPECIAL PROVISIONS ATTACHMENT A

15 1 Attachment A appended to this Contract is hereby made a part of said Contract.

15 2 In cases of a conflict between this Contract and Attachment A, Attachment A shall always govern.

SIGNED AND ENTERED INTO THIS THE 10th DAY OF July, 1995.

CLIENT.

CONSULTANT

COUNTY OF POLK, TEXAS

DAVID J WAXMAN, INC

John P. Stearns

David J. Waxman
David J. Waxman, President

ATTEST:

ATTEST:

Marcia Cook

Beth Waxman

PART IV

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

- 1 Termination of Contract for Cause If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

- 2 Termination for Convenience of the City/County The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
- 3 Changes The City/County may from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
- 4 Personnel
- a The Firm represents that he/she has, or will secure at his own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
 - b All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

- 5 Assignability The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto. Provided however that claims for money by the Firm from the City/County under this Contract may be assigned to a bank trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
- 6 Reports and Information The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- 7 Records and Audits The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
- 8 Findings Confidential All of the reports, information, data, etc. prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
- 9 Copyright No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
- 10 Compliance with Local Laws The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
- 11 Equal Employment Opportunity During the performance of this Contract, the Firm agrees as follows:
- a The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap 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 Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the

City/County setting forth the provisions of this non-discrimination clause

- b The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm state that all qualified applicants will receive consideration for employment without regard to race creed color sex handicap or national origin
 - c The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials
 - d The Firm will include the provisions a through c. in every subcontract or purchase order unless exempted
- 12 Civil Rights Act of 1964 Under Title VI of the Civil Rights Act of 1964 no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance
- 13 Section 109 of the Housing and Community Development Act of 1974
- a No person in the United States shall on the ground of race color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title
- 14 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities
- a The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended 12 U S C 1701u Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
 - b The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C F R 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements
 - c The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any a notice advising the said labor organization

or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training

- d The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 C F R Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C F R Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations
- e Compliance with the provisions of Section 3, the regulations set forth in 24 C F R Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C F R Part 135

15 Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers

- a The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship
- b The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees

- e The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals
 - f The contractor will include the provisions of this clause in every subcontract or purchase order of \$2 500 or more unless exempted by rules regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance
- 16 Interest of Members of a City/County No member of the governing body of the City/County and no other officer employee, or agent of the City/County who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance
- 17 Interest of Other Local Public Officials No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance
- 18 Interest of Firm and Employees The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed

ATTACHMENT B

The COUNTY OF POLK shall reimburse DAVID J. WAXMAN, INC for Management Services provided for completion of the following Project items per the following percentages of the maximum contract amount of \$27,525.00. Payments shall be based on the percentage of work item completed.

<u>WORK ITEM</u>	<u>PERCENT OF CONTRACT</u>
1) Establishment of Recordkeeping System	15%
2) Environmental Assessment and Clearance	20%
3.) Bid/Contract Award Process	30%
4.) Labor Standards Compliance Activities/ Construction Activities	30%
5.) Project Close Out Requirements	5%
TOTAL LUMP SUM AMOUNT	\$ 27,525.00

SCHEDULE C - E L E B FUND

GENERAL FUND	323 00
SECURE ENTS	223
APPROX. 10% OF TOTAL FUND	
APPROX. 10% OF TOTAL FUND	

John P. Stimpson
 County Auditor
John P. Stimpson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
013 GENERAL FUND	20 50
TOTAL OF ALL FUNDS	20 50

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 6-30-95

APPROVED BY

James R. Bennett

County Auditor

John P. Stamps

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISEBURSEMENTS
010 GENERAL FUND	131 136 36
015 FCAC & BRIDGE ADM	9 909 94
016 FCAD & BRIDGE PCT #1	5 251 98
018 FCAC & BRIDGE PCT #2	7 617 98
020 FCAC & BRIDGE PCT #3	11 815 13
022 FCAC EP DGE PCT #4	9 089 92
032 FCAC EP DGE PCT #4	14 372 32
048 E STP CT ATTY SPECIAL FUND	7 215 30
051 AS HS DEPT	7 846 44
051 DEBT SERVICE FUND	49 582 06
101 ADL - SUPERVISION	24 670 59
104 DTP - CSR	1 257 61
106 CCP - SOTP	1 156 48
107 CCP CORPISAN OFFICE	1 439 30
08 CCP - SURVEILLANCE	3 235 13
164 JUVENILE PROBATION	3 379 11
185 CCAP - JUVENILE PROBATION	3 897 25
TOTAL OF ALL FUNDS	287 952 30

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 6-30-95

APPROVED BY Walter Stewart
County Auditor

John P. Stimpert

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	49,585.66
016 ROAD & BRIDGE PCT #1	14,229.57
018 ROAD & BRIDGE PCT #2	19,929.54
020 ROAD & BRIDGE PCT #3	3,025.57
022 ROAD & BRIDGE PCT #4	4,853.86
022 ENVIRONMENTAL SERVICES	4,438.71
034 FEMA DISASTER FUNDS	400.00
051 A/15 DEPT	7,844.76
070 E SERVICE - 94 00 SSLE	27,326.47
073 1994 C O JAIL BLDG PROJ. ISSUE	23,836.05
TOTAL OF ALL FUNDS	156,465.21

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 7/6/95

APPROVED BY

Pauline J. Bennett
Craig A. Appleton
John P. Clump

SCHEDULE OF BILLS & FUND

FUND DESCRIPTION	DISBURSEMENTS
00 GENERAL FUND	16 003 62
05 ROAD & BRIDGE PCT #1	62 09
01B ROAD & BRIDGE PCT #2	14 57
05B ROAD & BRIDGE PCT #3	795 98
02B ROAD & BRIDGE PCT #4	125 48
022 ENVIRONMENTAL SERVICES	262 66
051 AGING DEPT	1 717 21
068 JUDICIARY FUND	350 00
TOTAL OF ALL FUNDS	19 334 21

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 7-16-95

APPROVED BY

Kevin Sammon
Cynthia Quilley
John P. Stamps

STATE OF TEXAS
COUNTY OF POLK

I, R.R. "Dick" Hubert, as a member of the Polk County Commissioners Court, make this affidavit and hereby on oath state the following,

I have a substantial interest in a business entity or real property that may receive a special economic effect that is distinguishable from the effect on the public by a vote or decision of the Polk County Commissioners Court as those terms are defined in Chapter 171 of the Local Government Code The business entity or real property is

AUBREY REAL ESTATE

[name and address of business and/or description of property]

VIRGINIA HUBERT, OWNER (WIFE)

["I"] or name of relative and relationship

(have/has) a substantial interest in this business entity or real property for the following reasons (circle all which are applicable)

- (1) the interest is ownership of 10% or more of the voting stock or shares of the business entity,
- (2) the interest is 10% or \$5,000 or more of the fair market value of the business entity,
- (3) funds received from the business entity exceed 10% of _____ (my/his/her) income for the previous year;
- (4) real property is involved and _____ (I/he/she) (have/has) an equitable or legal ownership with a fair market value of at least \$2,500

Upon the filing of this affidavit with the Clerk of the Polk County Commissioners Court, I affirm that I shall abstain from any discussion, vote, or decision involving this business entity or real property and from any further participation in this matter whatsoever.

Signed this 10TH day of JULY, 19 95

R R "Dick" Hubert
Signature of Public Official

COUNTY COMMISSIONER, PCT. #4
Title

BEFORE ME, the undersigned authority, this day personally appeared R.R. "DICK" HUBERT (name of affiant) and by oath stated that the facts hereinabove stated are true and correct to the best of (his/her) knowledge or belief Sworn to and subscribed before me on this 10TH day of JULY, 19 95



Marcia Cook
Notary Public in and for the State of Texas
My Commission expires :

SPECIAL WARRANTY DEED

THE STATE OF TEXAS #
 COUNTY OF POLK #

KNOW ALL MEN BY THESE PRESENTS:

THAT by Deed dated the 5th day of October, 1891, Wiley J Peebles and wife, Harriet A Peebles, of the County of Polk, State of Texas, donated an acre tract of land to the County Judge of Polk County, Texas, for County purposes, and on the 10th day of July, 1995, the Commissioners Court of Polk County, Texas, found that the County has not used this land for the purpose of the donation for more than 40 years, and that the donors of the land and the donor's successors in title have been in actual, continuous, open, peaceful, and adverse possession of the land for 40 years or more, and the COUNTY OF POLK, STATE OF TEXAS, does hereby abandon said acre of land and re-convey the same to MIKE CAREY, a successor of the donor's interest in the property, for and in consideration of the sum of TEN AND NO/100 [\$10 00] DOLLARS, and other good and valuable considerations, to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto MIKE CAREY, whose mailing address is Route 7, Box 1875, Lufkin, Angelina County, Texas 75903, all of the following described tract or parcel of land, situated in Polk County, Texas, and being more particularly described as follows

BEING an acre of land out of the Bryan Smith Survey, Polk County, Texas, as described in that certain Deed from Wiley J Peebles and wife, Harriet A Peebles, to the County Judge of Polk County, Texas, dated October 5, 1891, and recorded in Volume 32, Pages 455, et seq, of the Official Public Records of Polk County, Texas

This conveyance is made subject to any and all valid and subsisting covenants, conditions, reservations [including mineral reservations], restrictions and easements of record which are applicable to the property herein conveyed

Ad valorem taxes for the year 1995 have been prorated, and the Grantee assumes the taxes for 1995 and all subsequent years

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, his heirs and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under it, but not otherwise

EXECUTED this the 10th day of July, 1995

COUNTY OF POLK, STATE OF TEXAS

John P. Thompson
BY: JOHN P. THOMPSON, County Judge

THE STATE OF TEXAS #

COUNTY OF POLK #

THIS INSTRUMENT was acknowledged before me by the said JOHN P. THOMPSON, in his capacity as County Judge of the County of Polk, State of Texas, on the 10th day of July, 1995



Marcia Cook
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS