



97 AUG 20 AM 9:43

Barbara Middleton
BARBARA MIDDLETON
COUNTY CLERK POLK CO

**NOTICE OF MEETING OF THE
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 80**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Monday, August 25, 1997 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 Wednesday, August 20, 1997

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 Wednesday, August 20, 1997, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, Wednesday, August 20, 1997

Barbara Middleton, County Clerk

By

Barbara Middleton

COMMISSIONERS COURT
AGENDA

for: MONDAY - AUGUST 25, 1997 - 10:00 A.M.

CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, August 11(Regular) and August 15(Special), 1997

OLD BUSINESS

- 4 CONSIDER APPROVAL OF AGREEMENT FOR MAINTENANCE & TESTING OF FIRE ALARM SYSTEM AT THE JAIL FACILITY

NEW BUSINESS

- 5 RECEIVE RESIGNATION OF COUNTY TREASURER, CHERYL TAMEZ - EFFECTIVE OCTOBER 1, 1997 AND APPROVE APPOINTMENT TO FILL VACA JT POSITION
- 6 CONSIDER APPROVAL TO ISSUE THREE (3) YEAR TIME WARRANT FOR THE PURCHASE OF PRECINCT #2 TRACTOR/BOOM MOWER, IN THE AMOUNT OF \$49,983 - (Issuance to be made October 1, 1997 or thereafter, pending availability of equipment)
- 7 CONSIDER RENEWAL OF DEPUTY REIMBURSEMENT AGREEMENT BETWEEN POLK COUNTY AND BURKE CENTER (MHMR)
- 8 CONSIDER APPROVAL OF AMENDMENT TO PRIOR PERMANENT ROAD FUND EXPENDITURE REQUEST MADE BY PRECINCT #2
- 9 CONSIDER APPROVAL OF BUDGET AMENDMENT #97-16, AS REQUESTED BY COUNTY AUDITOR
- 10 CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS FOR COUNTY ROAD REPAIRS WITHIN INCORPORATED CITIES

- 11 CONSIDER REQUEST FROM EMERGENCY MANAGEMENT DEPT TO APPROVE FETN (Fire & Emergency Television Network) CONTRACT (Effective September 1, 1997 through September 30, 1998)
- 12 CONSIDER APPROVAL OF RESOLUTION TO GENERAL SERVICES COMMISSION, REQUESTING PARTICIPATION IN STATE AIRFARE CONTRACT (for Law Enforcement purposes)
- 13 CONSIDER APPROVAL OF REIMBURSEMENT AGREEMENT BETWEEN POLK COUNTY AND TEXAS EASTERN TRANSMISSION CORPORATION FOR CASING INSTALLATION ASSOCIATED WITH EXTENSION OF FM3459

CONSENT AGENDA ITEMS

- 14 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 15 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN

Next regularly scheduled meeting - September 8, 1997, 10 00 a m

STATE OF TEXAS }

DATE AUGUST 25 1997

COUNTY OF POLK }

REGULAR CALLED MEETING
ALL PRESENT

BE IT REMEMBERED ON THIS THE 25th DAY OF AUGUST, 1997 THE HONORABLE COMMISSIONERS COURT MET IN 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, JAMES J "BUDDY" PURVIS PCT #3 R R "DICK" HUBERT COMMISSIONER PCT#4, BARBARA MIDDLETON COUNTY CLERK, & KAREN REMMERT COUNTY AUDITOR WHEN & WERE AMONG OTHER PROCEEDINGS HAD, CONSIDERED AND PASSED

- 1 MEETING WAS CALLED TO ORDER BY JUDGE JOHN P THOMPSON AT 10 00 AM
PUBLIC COMMENTS
 - a SHEP GREEN, OF BIG THICKET LAKE ESTATES SUBDIVISION, ASKED COMMISSIONER S WHICH KIND OF DRIVEWAY CULVERTS WERE NEEDED FOR COUNTY SPECIFICATIONS? BOTH, GALVANIZED, METAL & FIBERGLASS IS APPROPRIATE ON ALL COUNTY ROADS
- 2 INFORMATIONAL REPORTS
 - a COMMISSIONER SMITH, REPORTED ON THE GO TEXAN BAR-B-QUE COOK-OFF HELD IN ONALASKA, THIS PAST WEEK-END THEY HAD (17) TEAMS PARTICIPATING
 - b DANNY GARCIA WITH TEXAS ASSOCIATION OF COUNTIES PRESENTED POLK CO WITH A SAFETY AWARD, 3rd CONSECUTIVE YEAR OUT OF 254 COUNTIES (STATEWIDE) POLK COUNTY IS IN THE TOP 10% THE SAFETY COMMITTEE FOR POLK COUNTY IS COMMISSIONER SMITH, COMMISSIONER SPEIGHTS JOHN McDOWELL BILLY RAY NELSON & JAMES RICHARDSON
 - c JUDGE THOMPSON REPORTED ON TEAM CITY AWARD FOR POLK COUNTY, GIVEN IN RECOGNITION OF SUPPORT OF RECRUITING NEW BUSINESSES TO THE COUNTY
- 3 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE MINUTES FOR MEETING OF AUGUST 11th (REGULAR) & AUGUST 15th (SPECIAL), 1997
ALL VOTING YES
- 4 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE AGREEMENT WITH "TOTAL", FOR MAINTENANCE & TESTING OF FIRE ALARM SYSTEM AT THE JAIL FACILITY
ALL VOTING YES (COPY ATTACHED)
- 5 (a) CHERYL TAMEZ COUNTY TREASURER, READ A STATEMENT, INFORMING THE COURT, SHE PLANS ON RESIGNING HER POSITION, EFFECTIVE OCTOBER 1, 1997 (SEE ATTACHED LETTER OF RESIGNATION)
(b) MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH TO ACCEPT THE RESIGNATION OF CHERYL TAMEZ, EFFECTIVE 9/30/97, AND RECOMMEND THE APPOINTMENT OF NOLA RENEAU, (CHIEF DEPUTY OF TREASURER'S OFFICE) TO FILL THE UNEXPIRED TERM OF COUNTY TREASURER, EFFECTIVE OCT 1 1997 THROUGH DECEMBER 31, 1998
ALL VOTING YES

- 6 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS TO APPROVE TO ISSUE THREE (3) YEAR TIME WARRANT FOR THE PURCHASE OF PCT #2 & #4, TRACTOR/BOOM MOWER, \$ 49,983 00 (Issuance to be made Oct 1, 1997/ or thereafter, Pending availability of equipment)
ALL VOTING YES
- 7 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE RENEWAL OF DEPUTY REIMBURSEMENT AGREEMENT BETWEEN POLK COUNTY & BURKE CENTER (MHMR)
ALL VOTING YES
- 8 MOTIONED BY R R "Dick" HUBERT, SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE AMENDMENT TO PRIOR PERMANENT ROAD FUND EXPENDITURE REQUEST MADE BY PRECINCT #2
ALL VOTING YES (SEE ATTACHED)
- 9 BID #97-16 "AMENDMENT TO BUDGET (FY97)
MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE BUDGET AMENDMENT #97-16 AS REQUESTED BY COUNTY AUDITOR KAREN REMMERT
ALL VOTING YES (SEE ATTACHED)
- 10 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT TO APPROVE INTERLOCAL AGREEMENTS FOR COUNTY ROAD REPAIRS, WITHIN INCORPORATED CITIES
ALL VOTING YES (SEE ATTACHED)
- 11 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE (FETN) Fire & Emergency Television Network, CONTRACT (Effective 9/1/97 through 9/30/98) AS REQUESTED BY EMERGENCY MANAGEMENT DEPARTMENT
ALL VOTING YES (SEE ATTACHED)
- 12 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY R R "Dick" HUBERT TO "DELETE" Item #12 Consider Approval of Resolution to General Services Commission, requesting Participation in State Airfare Contract (for Law Enforcement purposes), PER REQUEST OF SHERIFF
ALL VOTING YES
- 13 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL OF REIMBURSEMENT AGREEMENT BETWEEN POLK COUNTY & TEXAS EASTERN TRANSMISSION CORPORATION FOR CASING INSTALLATION ASSOCIATED WITH EXTENSION OF FM 3459, (PRECINCT #2)
ALL VOTING YES (SEE ATTACHED)

- 14 MOTIONED BY JAMES J "Buddy" PURVIS SECONDED BY B E "Slim" SPEIGHTS
 APPROVAL TO PAY BILLS (By Schedule), PLUS ADDENDUM S
 ALL VOTING YES (SEE ATTACHED)

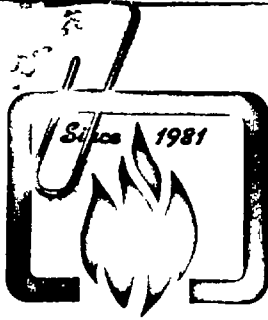
DATE	AMOUNT	CHECK NUMBERS
8-11-97	23 875 44	125662 125680
8-13-97	10,103 30	125681 125726
8-19-97	51,252 10	125727 125729
8-19-97	48,984 46	127730
8-19-97	101,745 00	125731
8-20-97	272,160 70	125732 - 125972
8-22-97	50,037 76	VOIDED CHECKS 125727 125907 125874 125848 125811 125767 AND 125749
8-25-97	44 502 77	TO APPEAR ON FUTURE SCHEDULE

- 15 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS TO
 APPROVE PERSONNEL ACTION FORMS AMENDING ITEM#6 TO (Dismissed)
 ALL VOTING YES (SEE ATTACHED)
- 16 JUDGE THOMPSON & COMMISSIONERS DISCUSSED NEW ROAD SIGN
 MAKING PROCEDURES, ie size abbreviations, & etc
 ALL COURT AGREED TO HAVE THE NEW ROAD SIGNS MADE ON GREEN SIGNS
 WITH WHITE REFLECTIVE LETTER, AND PRINTED (AS STATED) EXACTLY
 AS THEY ARE SPELLED IN THE KEY MAP, OR 911-EMERGENCY MAP
 ALL IN AGREEMENT
- 17 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS TO
 ADJOURN COURT THIS 25th DAY OF AUGUST, 1997 AT 11 00 AM
 ALL VOTING YES


 JOHN P THOMPSON, COUNTY JUDGE

ATTEST


 BARBARA MIDDLETON, COUNTY CLERK



TOTAL

Fire & Safety Inc.

VOL 43 PAGE 873

August 12, 1997

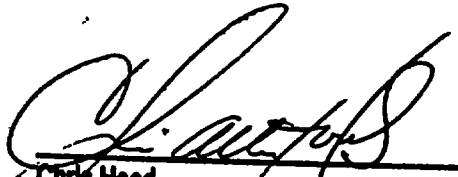
Don Maxwell
Polk County Maint Dept
207 W Mill St
Llvinston, Tx 77351

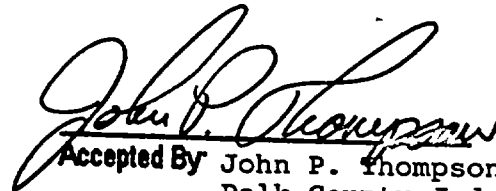
Dear Mr Maxwell:

Total Fire & Safety has proposed to provide the fire protection service at your facilities as follows

- A. Annual Fire Alarm as specified by NFPA 72 and annual automatic sprinkler system inspection specified by NFPA 25 \$398 00
- B. Annual and Semi-Annual Inspection of the automatic fire extinguishing system as specified by NFPA 17 and NFPA 26 \$115 00
- C. Service calls will be charged at the rate of \$45 00 per hour with a \$65 00 minimum Parts will be charged with a 10% discount

Total cost of this contract will be \$511 00 annually


Chris Hood
Service Manager


Accepted By John P. Thompson
Polk County Judge
(as approved by Commissioners
Court on August 25, 1997)

Contract Start Date September 1, 1997



6026 SCYENE RD
DALLAS TEXAS 75227
(214) 381-6116 • FAX 381-4633

Fire Protection Sales and Service at its Best!





CHERYL TAMEZ
County Treasurer

POLK COUNTY

August 22, 1997

Honorable Judge John Thompson
Honorable Commissioner Buddy Purvis
Honorable Commissioner Bobby Smith
Honorable Commissioner Dick Hubert
Honorable Commissioner B E Speights

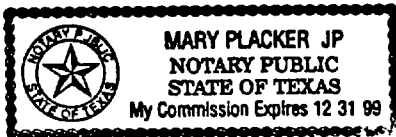
This letter is to confirm my resignation as Polk County Treasurer effective October 1, 1997.

Sincerely,

Cheryl Tamez
Polk County Treasurer

Subscribed and sworn to before me this 22nd day of August, 1997

Notary Public - State of Texas



#8

**PERMANENT ROAD FUND CHANGES
PRECINCT #2**

DELETE -

.2	BARRY DRIVE	\$3379 20
.6	WILLIAM MONTGOMERY	\$10,137 60
.3	PEACOCK RUN	<u>\$5068 80</u>
		\$18585 60

ADD -

.6 FOREST HILLS LOOP - ROCK - \$4257 54
2 TRUCK AND TRAILER HOT MIX
APPROXIMATELY \$1200 00

IDLEWILDE - ROCK - \$1700 40
ASPHALT - 1200 00 APPROXIMATELY
CHIP & SEAL - \$1500 00 TO HELP POA

SPROTT ROAD - 3 SINGLE - \$4505 39
1 DOUBLE - \$1595 79

KICKAPOO FOREST - HOT MIX - \$5000 00

Revised
8/22/97

#9

POLK COUNTY - BUDGET AMENDMENT
REQUEST #97 16
REQUESTED 8/25/97
REQUESTED BY Karen Reamert, County Auditor

	Increase	Decrease	Comments
010-512-491 010-221 512	10 821 00	10 821 00	To correct Inmate Supplies Expenditures To correct Inmate Supplies Expenditures
015-622 339 015-622 354 015-622-456	8,404 80 1 000 00 2,000 00		Reimb from Bridgeview POA (015-369-200) per Commissioner Smith Reimb from Bridgeview POA (015-369-200) per Commissioner Smith Reimb from Bridgeview POA (015-369-200) per Commissioner Smith
015-624-330 015-624-354 015-624-423 015-624-461 015-624-573	5 000 00 4 000 00 691 63	4 691 63 5 000 00	To cover expenditures for remaining fiscal year per Commissioner Hubert To cover expenditures for remaining fiscal year per Commissioner Hubert To cover expenditures for remaining fiscal year per Commissioner Hubert Move money to cover expenditures per Commissioner Hubert Move money to cover expenditures per Commissioner Hubert
015-623-330 015-623-456 015-623 571 015-623-337 015-623-486 015-623-490	2,500 00 7 000 00 952.94	9 500 00 500 00 452.94	To cover expenditures for remaining fiscal year per Commissioner Purvis To cover expenditures for remaining fiscal year per Commissioner Purvis To cover expenditures for remaining fiscal year per Commissioner Purvis Move money to cover expenditures per Commissioner Purvis Move money to cover expenditures per Commissioner Purvis Move money to cover expenditures per Commissioner Purvis
010-510-330 010 510-423 010-510-427 010-510-332		1,200 00 700 00 800 00	Move money to cover expenditures per Elgin Davis Move money to cover expenditures per Elgin Davis Move money to cover expenditures per Elgin Davis To cover expenditures for remaining fiscal year per Elgin Davis
011 -401-489 011 271-000	500 00	500 00	To cover expenditures for remaining fiscal year per Jan Shandley (County Judge) Move money to cover expenditures per Jan Shandley

010-401-350	Comm Court- Capital 911 Project	2,150 00	Reimb by DETCOG (010-330-300)
010-695-500	Emergency Mgmt - TOAA Weather Radio	5 000 00	Money received from LISD (010-330-695)
010-695-394	Safety/Training Supplies	2,000 00	To cover County safety/training supplies and meals
010-695-395	Haz Mat Expenditures	500 00	Money received from Jarrell Transport (010-370-694)
010-695-572	Equipment	2,000 00	Money received from Jarrell Transport (010-370-694)
010-271-000	Fund Balance	2,000 00	To cover County safety/training supplies and meals
015-621-339	Road&Bridge,Part#1 - Construction Materials	37 776 00	Reimb from Crescent Shores Civic Club, Texas Landing, B.Campbell
051-645-333	Agng Raw Food	1,895 00	Reimb from General Fund for computer equipment (051-360-150) for \$2,375
051-645-343	Paper Food Goods/Supplies	500 00	Reimb from General Fund for computer equipment (051 360-150) for \$2,375
051-645-108	Salaries Part/Time	8,404 68	To cover part/time wages for remaining fiscal year per Lezli Myers
051-645-105	Full/Time	8,404 68	Move money to cover part/time wages for remaining fiscal year per Lezli Myers
010-401-405	Comm. Court-Hospital Litigation Legal Fees	101 745 00	Hospital Litigation settlement \$300 000 - disbursed as follows: Terry Pace - \$100 000 Mediation - \$1 745 \$198,255 remains with Polk County
010-435-400	Jury - Court Appointed Attorneys	2,219 92	To cover attorney fees for remaining fiscal year
010-435-401	TDCJ Court Expense	2,219 92	Move money to cover attorney fees for remaining fiscal year
010-426-110	Court @ Law Court Reporter	3 000 00	To cover court reporter fees for remaining fiscal year per Judge Phillips
010-426-400	Court Appointed Attorneys	2,000 00	To cover court reporter fees for remaining fiscal year per Judge Phillips
010-426-500	Star Program Support	5 000 00	Move money to cover court reporter fees per Judge Phillips
032 598-377	Waste Mgmt Law Enforcement Supplies	6 788 40	To cover supply expenditures reimb by DETCOG (032 330-100 for \$26 983 40)
032 598-573	Capital Outlay Purchases	20 195 00	To cover Dodge Truck expenditures reimb by DETCOG (032 330-100 for \$26 983 40)
015-623-456	Road&Bridge,Part#3 Parts/Repairs	4 010 20	To cover expenditures for remaining fiscal year per Comm. Purvis
015-623-338	Culverts	2,260.20	Move money to cover expenditures per Comm. Purvis
015-623-423	Mobile Phone	1,000 00	Move money to cover expenditures per Comm. Purvis
015-623-441	Gas/Heat	500 00	Move money to cover expenditures per Comm. Purvis
015-623-442	Water	250 00	Move money to cover expenditures per Comm. Purvis

015-390-621	Road&Bridge.Pct#1 - Loan Proceeds	86,150.00	To record purchase of Motorgrader with Time Warrant proceeds
015-370-125	Sale of Assets	39,850.00	To record purchase of Motorgrader with Trade In
015-621-573	Capital Outlay Purchases	126,000.00	To record historical cost of Motorgrader
015-390-621	Road&Bridge.Pct#1 - Loan Proceeds	67,150.00	To record purchase of Motorgrader with Time Warrant proceeds
015-370-125	Sale of Assets	58,850.00	To record purchase of Motorgrader with Trade In
015-621-573	Capital Outlay Purchases	126,000.00	To record historical cost of Motorgrader
015-390-622	Road&Bridge.Pct#2 - Loan Proceeds	14,999.00	To record purchase of gradall with Time Warrant proceeds
015-622-573	Capital Outlay Purchases	14,999.00	To record historical cost of gradall
015-390-623	Road&Bridge.Pct#3 - Loan Proceeds	7,000.00	To record purchase of 15 foot Modern Mowers
015-623-573	Capital Outlay Purchases	7,000.00	To record historical cost of mower
015-390-623	Road&Bridge.Pct#3 - Loan Proceeds	9,000.00	To record purchase of Truck tractor 23-3969B
015-623-573	Capital Outlay Purchases	9,000.00	To record historical cost of truck tractor
015-390-624	Road&Bridge.Pct#4 - Loan Proceeds	87,650.00	To record purchase of Motorgrader 96-0744 with Time Warrant proceeds
015-370-250	Sale of Assets	38,350.00	To record trade in
015-624-573	Capital Outlay Purchases	126,000.00	To record historical cost of Motorgrader
015-390-624	Road&Bridge.Pct#4 - Loan Proceeds	50,125.00	To record purchase of Motorgrader 96-0743 with Time Warrant proceeds
015-370-250	Sale of Assets	75,875.00	To record trade in
015-624-573	Capital Outlay Purchases	126,000.00	To record historical cost of Motorgrader
015-390-624	Road&Bridge.Pct#4 - Loan Proceeds	79,512.80	To record purchase of Motorgrader 96-0472 with Time Warrant Proceeds
015-624-573	Capital Outlay Purchases	79,512.80	To record historical cost of Motorgrader
015-390-624	Road&Bridge.Pct#4 - Loan Proceeds	50,125.00	To record purchase of Motorgrader 96-0741 with Time Warrant proceeds
015-370-250	Sale of Assets	75,875.00	To record trade in
015-624-573	Capital Outlay Purchases	126,000.00	To record historical cost of Motorgrader

55,800.37

1,726,778.17

Date Approved: August 25, 1997
 Approved by: *John J. [Signature]*

#10

COPY



POLK COUNTY, TEXAS

INTERLOCAL AGREEMENT

**By and Between
POLK COUNTY, TEXAS
And
THE CITY OF ONALASKA, TEXAS**

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT is entered into by and between the COUNTY OF POLK, STATE OF TEXAS, called "County", acting by and through its duly elected Commissioners' Court and the CITY OF ONALASKA, a City located within Polk County, Texas, herein after called "City", acting by and through its duly elected Mayor and City Council. Under the terms, authority and provisions of Article 6702-1 Section 2 010 and Article 4413 (32c) of the Revised Civil Statutes of the States of Texas

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the City Council of the City of Onalaska, Texas, that it is advantageous to each named governmental entity that services be exchanged between the County and City with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions and

WHEREAS, it is agreed by the governing bodies of the County and the City that the consideration moving between the parties in support of this agreement is the exchange of services as herein contemplated.

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described, it is agreed.

1 This agreement shall continue on a year to year basis and may be amended in writing subject to prior agreement of both parties, and may be terminated by either party on thirty days' written notice

2 The authority of each political subdivision to perform a service under this agreement includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service of services contemplated by this agreement.

3 The County agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance, and/or repair of certain streets, parks and/or public facilities located within the corporate limits of the City of Onalaska.

4 Periodically, during the term of this AGREEMENT, the County and City shall agree to the location and type of assistance to be provided pursuant to this AGREEMENT, and it is expressly understood between the parties that all the County shall have no obligation to provide any service or work until personnel and equipment are available to provide agreed services or work.

5 It is understood that in providing any such services, that all employees of the County shall remain county employees of Polk County and shall not be considered agents, employees or borrowed servants of the City

6 For and in consideration of the above agreement by the County, the City agrees to provide all materials, warning and safety signs and other safety protections as required when such work is being performed by the County

7 The parties further agree that such work and equipment are provided by the County without warranty of any kind to the City or any third party, and the City hereby agrees to defend, hold harmless, and indemnify the County, its officers, agents, and employees for any claims of injury or death of any person or any property damage arising out of the County's performance of its obligation under this AGREEMENT

GENERAL PROVISIONS

The provisions of this agreement shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the City waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and insofar as City is concerned, the Charter of the City of Onalaska, Texas.

In connection with the subject matter of this agreement, the governmental units furnishing services shall have exclusive policy making authority pertinent to the services furnished. That is, the City shall have no control over the County personnel or operation of equipment.

THE COUNTY OF POLK

By John P. Thompson
JOHN P THOMPSON, County Judge

The foregoing agreement was approved by the Commissioners Court of Polk County at its duly announced public meeting held August 25, 1997

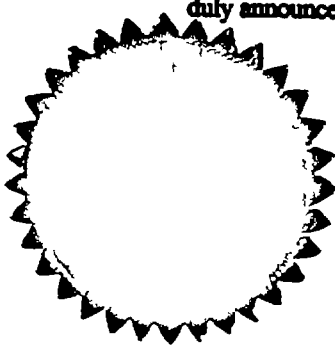
ATTEST
Barbara Middleton
Barbara Middleton, County Clerk

THE CITY OF ONALASKA

By Jeanne Ann Byrd
JEANNE ANN BYRD, Mayor

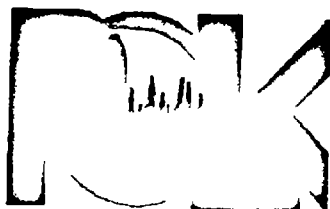
The foregoing agreement was approved by the City Council of the City of Onalaska at its duly announced public meeting held Sept 9th, 1997

ATTEST
Sherry Newport
City Secretary



#10

COPY



POLK COUNTY, TEXAS

INTERLOCAL AGREEMENT

**By and Between
POLK COUNTY, TEXAS
And
THE CITY OF CORRIGAN, TEXAS**

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS.

THIS AGREEMENT is entered into by and between the COUNTY OF POLK, STATE OF TEXAS, called "County", acting by and through its duly elected Commissioners' Court and the CITY OF Corrigan, a City located within Polk County, Texas, herein after called "City", acting by and through its duly elected Mayor and City Council. Under the terms, authority and provisions of Article 6702-1 Section 2 010 and Article 4413 (32c) of the Revised Civil Statutes of the States of Texas

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the City Council of the City of Corrigan, Texas, that it is advantageous to each named governmental entity that services be exchanged between the County and City with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions and

WHEREAS, it is agreed by the governing bodies of the County and the City that the consideration moving between the parties in support of this agreement is the exchange of services as herein contemplated.

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described, it is agreed.

1 This agreement shall continue on a year to year basis and may be amended in writing subject to prior agreement of both parties, and may be terminated by either party on thirty days' written notice

2 The authority of each political subdivision to perform a service under this agreement includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service of services contemplated by this agreement.

3 The County agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance, and/or repair of certain streets, parks and/or public facilities located within the corporate limits of the City of Corrigan.

4 Periodically, during the term of this AGREEMENT, the County and City shall agree to the location and type of assistance to be provided pursuant to this AGREEMENT, and it is expressly understood between the parties that all the County shall have no obligation to provide any service or work until personnel and equipment are available to provide agreed services or work.

5 It is understood that in providing any such services, that all employees of the County shall remain county employees of Polk County and shall not be considered agents, employees or borrowed servants of the City

6 For and in consideration of the above agreement by the County, the City agrees to provide all materials, warning and safety signs and other safety protections as required when such work is being performed by the County

7 The parties further agree that such work and equipment are provided by the County without warranty of any kind to the City or any third party, and the City hereby agrees to defend, hold harmless, and indemnify the County, its officers, agents, and employees for any claims of injury or death of any person or any property damage arising out of the County's performance of its obligation under this AGREEMENT

GENERAL PROVISIONS

The provisions of this agreement shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the City waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and insofar as City is concerned, the Charter of the City of Corrigan, Texas

In connection with the subject matter of this agreement, the governmental units furnishing services shall have exclusive policy making authority pertinent to the services furnished. That is, the City shall have no control over the County personnel or operation of equipment.

THE COUNTY OF POLK

By John P. Thompson
JOHN P. THOMPSON, County Judge

The foregoing agreement was approved by the Commissioners Court of Polk County at its duly announced public meeting held August 25, 1997

ATTEST
Barbara Middleton
Barbara Middleton, County Clerk

THE CITY OF CORRIGAN

By Robert R. Smiley
ROBERT R. "BOBBY" SMILEY, Mayor

The foregoing agreement was approved by the City Council of the City of Corrigan at its duly announced public meeting held September 17, 1997

ATTEST
Shelma Stanford
City Secretary



POLK COUNTY, TEXAS

INTERLOCAL AGREEMENT

**By and Between
POLK COUNTY, TEXAS
And
THE CITY OF LIVINGSTON, TEXAS**

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS.

THIS AGREEMENT is entered into by and between the COUNTY OF POLK, STATE OF TEXAS, called "County", acting by and through its duly elected Commissioners' Court and the CITY OF Livingston, a City located within Polk County, Texas, herein after called "City", acting by and through its duly elected Mayor and City Council. Under the terms, authority and provisions of Article 6702-1 Section 2 010 and Article 4413 (32c) of the Revised Civil Statutes of the States of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the City Council of the City of Livingston, Texas, that it is advantageous to each named governmental entity that services be exchanged between the County and City with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions and

WHEREAS, it is agreed by the governing bodies of the County and the City that the consideration moving between the parties in support of this agreement is the exchange of services as herein contemplated.

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described, it is agreed.

1 This agreement shall continue on a year to year basis and may be amended in writing subject to prior agreement of both parties, and may be terminated by either party on thirty days' written notice

2 The authority of each political subdivision to perform a service under this agreement includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service of services contemplated by this agreement.

3 The County agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance, and/or repair of certain streets, parks and/or public facilities located within the corporate limits of the City of Livingston.

4 Periodically, during the term of this AGREEMENT, the County and City shall agree to the location and type of assistance to be provided pursuant to this AGREEMENT, and it is expressly understood between the parties that all the County shall have no obligation to provide any service or work until personnel and equipment are available to provide agreed services or work.

5 It is understood that in providing any such services, that all employees of the County shall remain county employees of Polk County and shall not be considered agents, employees or borrowed servants of the City

6 For and in consideration of the above agreement by the County, the City agrees to provide all materials, warning and safety signs and other safety protections as required when such work is being performed by the County

7 The parties further agree that such work and equipment are provided by the County without warranty of any kind to the City or any third party, and the City hereby agrees to defend, hold harmless, and indemnify the County, its officers, agents, and employees for any claims of injury or death of any person or any property damage arising out of the County's performance of its obligation under this AGREEMENT

GENERAL PROVISIONS

The provisions of this agreement shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the City waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and insofar as City is concerned, the Charter of the City of Livingston, Texas

In connection with the subject matter of this agreement, the governmental units furnishing services shall have exclusive policy making authority pertinent to the services furnished. That is, the City shall have no control over the County personnel or operation of equipment.

THE COUNTY OF POLK

By John P. Thompson
JOHN P. THOMPSON, County Judge

The foregoing agreement was approved by the Commissioners Court of Polk County at its duly announced public meeting held August 25, 1997

ATTEST
Barbara Middleton
Barbara Middleton, County Clerk

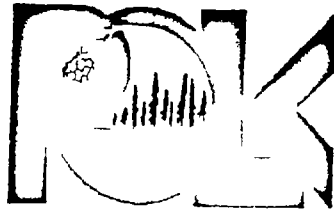
THE CITY OF LIVINGSTON

By _____
BEN R. OGLETREE, II, Mayor

The foregoing agreement was approved by the City Council of the City of Livingston at its duly announced public meeting held _____, 1997

ATTEST

City Secretary



POLK COUNTY, TEXAS

INTERLOCAL AGREEMENT

By and Between
POLK COUNTY, TEXAS
And
THE CITY OF GOODRICH, TEXAS

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT is entered into by and between the COUNTY OF POLK, STATE OF TEXAS, called "County", acting by and through its duly elected Commissioners' Court and the CITY OF Goodrich, a City located within Polk County, Texas, herein after called "City", acting by and through its duly elected Mayor and City Council. Under the terms, authority and provisions of Article 6702-1 Section 2 010 and Article 4413 (32c) of the Revised Civil Statutes of the States of Texas

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the City Council of the City of Goodrich, Texas, that it is advantageous to each named governmental entity that services be exchanged between the County and City with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions and

WHEREAS, it is agreed by the governing bodies of the County and the City that the consideration moving between the parties in support of this agreement is the exchange of services as herein contemplated.

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described, it is agreed

1 This agreement shall continue on a year to year basis and may be amended in writing subject to prior agreement of both parties, and may be terminated by either party on thirty days' written notice.

2 The authority of each political subdivision to perform a service under this agreement includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service of services contemplated by this agreement.

3 The County agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance, and/or repair of certain streets, parks and/or public facilities located within the corporate limits of the City of Goodrich.

4 Periodically, during the term of this AGREEMENT, the County and City shall agree to the location and type of assistance to be provided pursuant to this AGREEMENT, and it is expressly understood between the parties that all the County shall have no obligation to provide any service or work until personnel and equipment are available to provide agreed services or work.

5 It is understood that in providing any such services, that all employees of the County shall remain county employees of Polk County and shall not be considered agents, employees or borrowed servants of the City

6 For and in consideration of the above agreement by the County, the City agrees to provide all materials, warning and safety signs and other safety protections as required when such work is being performed by the County

7 The parties further agree that such work and equipment are provided by the County without warranty of any kind to the City or any third party, and the City hereby agrees to defend, hold harmless, and indemnify the County, its officers, agents, and employees for any claims of injury or death of any person or any property damage arising out of the County's performance of its obligation under this AGREEMENT

GENERAL PROVISIONS

The provisions of this agreement shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the City waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and insofar as City is concerned, the Charter of the City of Goodrich, Texas

In connection with the subject matter of this agreement, the governmental units furnishing services shall have exclusive policy making authority pertinent to the services furnished. That is, the City shall have no control over the County personnel or operation of equipment.

THE COUNTY OF POLK

By John P. Thompson
JOHN P THOMPSON, County Judge

The foregoing agreement was approved by the Commissioners Court of Polk County at its duly announced public meeting held August 25, 1997

ATTEST
Barbara Middleton
Barbara Middleton, County Clerk

THE CITY OF GOODRICH

By _____
MARK RYMAN, Mayor

The foregoing agreement was approved by the City Council of the City of Goodrich at its duly announced public meeting held _____, 1997

ATTEST

City Secretary



POLK COUNTY, TEXAS

INTERLOCAL AGREEMENT

By and Between
POLK COUNTY, TEXAS
And
THE CITY OF SEVEN OAKS, TEXAS

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT is entered into by and between the COUNTY OF POLK, STATE OF TEXAS, called "County", acting by and through its duly elected Commissioners' Court and the CITY OF Seven Oaks, a City located within Polk County, Texas, herein after called "City", acting by and through its duly elected Mayor and City Council. Under the terms, authority and provisions of Article 6702-1 Section 2.010 and Article 4413 (32c) of the Revised Civil Statutes of the States of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the City Council of the City of Seven Oaks, Texas, that it is advantageous to each named governmental entity that services be exchanged between the County and City with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions and

WHEREAS, it is agreed by the governing bodies of the County and the City that the consideration moving between the parties in support of this agreement is the exchange of services as herein contemplated.

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described, it is agreed

1 This agreement shall continue on a year to year basis and may be amended in writing subject to prior agreement of both parties, and may be terminated by either party on thirty days' written notice.

2 The authority of each political subdivision to perform a service under this agreement includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service of services contemplated by this agreement.

3 The County agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance, and/or repair of certain streets, parks and/or public facilities located within the corporate limits of the City of Seven Oaks.

4 Periodically, during the term of this AGREEMENT, the County and City shall agree to the location and type of assistance to be provided pursuant to this AGREEMENT, and it is expressly understood between the parties that all the County shall have no obligation to provide any service or work until personnel and equipment are available to provide agreed services or work.

5 It is understood that in providing any such services, that all employees of the County shall remain county employees of Polk County and shall not be considered agents, employees or borrowed servants of the City.

6 For and in consideration of the above agreement by the County, the City agrees to provide all materials, warning and safety signs and other safety protections as required when such work is being performed by the County

7 The parties further agree that such work and equipment are provided by the County without warranty of any kind to the City or any third party, and the City hereby agrees to defend, hold harmless, and indemnify the County, its officers, agents, and employees for any claims of injury or death of any person or any property damage arising out of the County's performance of its obligation under this AGREEMENT.

GENERAL PROVISIONS

The provisions of this agreement shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the City waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and insofar as City is concerned, the Charter of the City of Seven Oaks, Texas.

In connection with the subject matter of this agreement, the governmental units furnishing services shall have exclusive policy making authority pertinent to the services furnished. That is, the City shall have no control over the County personnel or operation of equipment.

THE COUNTY OF POLK

By *John P. Thompson*
JOHN P THOMPSON, County Judge

The foregoing agreement was approved by the Commissioners Court of Polk County at its duly announced public meeting held August 25, 1997

ATTEST
Barbara Middleton
Barbara Middleton, County Clerk

THE CITY OF SEVEN OAKS

By _____
BARBARA SHIRLEY, Mayor

The foregoing agreement was approved by the City Council of the City of Seven Oaks at its duly announced public meeting held _____, 1997

ATTEST

City Secretary



FIRE & EMERGENCY TELEVISION NETWORK

SUBSCRIPTION AGREEMENT

1-800-932 3386

Subscriber Name <i>Polk County Office of Emergency Mgmt.</i>				
Street Address <i>207 W Mill St</i>			Box	Zip <i>77351</i>
City <i>Livingston</i>		State <i>TX</i>	Telephone No <i>409 327-6826</i>	
FETN Coordinator	# of Total Personnel	Service Population	P O # Required Yes <input type="checkbox"/> No <input type="checkbox"/>	Fax No Installation Contact
			P O #	

Initial Applicable Services

BASIC SATELLITE SUBSCRIPTION \$ 188 (per month) _____ (Initial)
 TRAINING ON DEMAND \$ 0 (per month) _____ (Initial)
 _____ \$ _____ (per month) _____ (Initial)
 _____ \$ _____ (per month) _____ (Initial)
 _____ \$ _____ (per month) _____ (Initial)
TOTAL MONTHLY SERVICE FEE \$ 188* (plus tax)

INITIAL TERM 13 12/24 months (CIRCLE ONE)

All FETN programming - FREE TO
USUBSCRIPTION (\$1200.00 value)

SUBSCRIBER
 Authorized Representative John P. Thompson Date 8/25/97
 Name John P. Thompson Title Polk County Judge
 FIRE & EMERGENCY TELEVISION NETWORK
 Authorized Representative Carroll E. McCune Date 8/27/97
 Name Carroll E. McCune Title R.S.M.

Return Form to:
 FETN
 1303 Marsh, Carrollton TX 75006
 or fax to
 (214) 716-5252

THIS IS PAGE ONE OF A TWO-PAGE AGREEMENT

FBI-FETN 8/97

*THIS PRICE GOOD TIL 8/12/97

FETN®

FIRE & EMERGENCY TELEVISION NETWORK
INSTALLATION AGREEMENT
 1-800-932 3386

This Agreement is made in conjunction with and is subject to the terms of the FETN Subscription Agreement executed on the same date

Subscriber Name POCK CITY OFFICE OF EMER MGMT		
Installation Address 207 W MILL ST		P O Box _____ Zip _____
City LIVINGSTON	State TX	Telephone No 409 327-6826 Fax No _____
Installation Contact Name Title and Phone No of Person		

INSTALLATION FEES

Standard Installation Fee	\$ <u>955⁰⁰</u>	P O # Required? _____
Additional Hook up Fees (2)	\$ <u>0</u>	Yes _____ No _____
Total Installation Fees	\$ <u>FREE!</u>	P O # _____

Standard Installation Fee includes the Primary Hook-up Location and one Secondary Hook-up Location within 100 of Primary Hook up Location in the same building and on the same floor The Primary and Secondary Hook ups must both be installed during the initial installation Additional Hook ups within 100 of Primary Hook up Location in the same building and on the same floor are \$250 00 if they are installed during the initial installation All other Additional Hook-ups are billed at cost

Subscriber agrees to assist FETN in resolving technical difficulties over the telephone FETN recommends that the Primary Hook up be located near a telephone and television for this purpose FETN will provide, at its cost, all repairs or services to the Equipment that cannot be resolved over the telephone provided that Subscriber will reimburse FETN for the cost of any repairs or services required as a result of Subscriber s conduct or negligence

PRIMARY HOOK UP LOCATION BUILDING # Stories _____ Height _____ ft
 Is the roof above the Primary Hook-up flat?
 Yes No

Room or Occupant s Name and Title

ADDITIONAL HOOK UP LOCATION(S)

Room Name or Office Occupant s Name and Title	Distance from Primary Hook-up	Same Building or Floor as Primary Hook-up	Cost to Subscriber Std or Actual
_____	_____ ft <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____
_____	_____ ft <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____
Total Cost of Additional Hook ups			\$ _____

SUBSCRIBER

John P. Thompson
 Authorized Representative

FIRE & EMERGENCY TELEVISION NETWORK

Carol A. McVey
 Date _____ Authorized Representative _____ Fax *5/1/97*

Return Form to
 FETN

1303 Marsh Carrollton TX 75006
 or fax to
 (214) 716-5252

Together with the contents on page one of this order form these Terms and Conditions constitute the agreement (this Agreement) between Law Enforcement Television Network (FETN) and Subscriber

- 1 **Services** Subscriber is subscribing to the live and delayed instructional programs delivered via the FETN network (Programs) to Subscriber's address set forth in this Agreement (Premises)
- 2 **Term** The term of this Agreement will begin upon the delivery of temporary video tapes of the Programs or upon the date of this Agreement if equipment is presently installed and will continue for the Initial Term unless extended as provided herein This Agreement will automatically renew for a 12 month period (an "Additional Term") at the end of the Initial Term (and each Additional Term) unless at least 60 days prior to the end of such term either party notifies the other of its intent to terminate this Agreement
- 3 **Equipment** If necessary FETN will provide the equipment necessary to receive the Programs except for video cassette recorders/players and television sets (the Equipment) within 90 days The Equipment will be installed pursuant to an Installation Agreement executed on the date hereof ("Installation Agreement") governing the terms of installation Subscriber acknowledges that FETN owns all right title and interest in the Equipment Subscriber agrees to keep the Equipment in good working condition and to immediately notify FETN if the Equipment requires any repairs or services FETN will provide at its cost all repairs or services to the Equipment provided that Subscriber will reimburse FETN for the cost of any repairs or services required as a result of Subscriber's negligence
- 4 **Premises Relocations** If Subscriber relocates from the Premises Subscriber will be responsible for all costs incurred by FETN including to relocate the Equipment to provide the Programs at the new location Relocation is not cause for termination of this Agreement
- 5 **Service Fees** Each month during the Initial Term Subscriber will pay FETN the Monthly Service Fee in advance for the Programs Included in the Monthly Service Fee is 3 Program Guides per month
- 6 **Payments** All sums due FETN are due and payable on the first day of each month Failure to pay any sum within 10 days of the due date will constitute a default under this Agreement Past due sums will bear interest from the due date until paid at the rate of 1 1/2% per month or the maximum permitted by law whichever is less
- 7 **Taxes** Subscriber will pay in addition to all other charges and fees under this Agreement all taxes however designated or levied based upon FETN's charges or fees or upon this Agreement or upon the Program or the receipt thereof
- 8 **Covenants of Subscriber** Subscriber agrees to use the Equipment only to receive the Programs Subscriber further agrees to permit only Subscriber's personnel to view the Programs and only at the Premises Subscriber will not retransmit the Programs to any other location
- 9 **WARRANTY** FETN DOES NOT MAKE AND SUBSCRIBER EXPRESSLY WAIVES ANY REPRESENTATION WARRANTY OR COVENANT EXPRESS OR IMPLIED WITH RESPECT TO THE MERCHANTABILITY CONDITION QUALITY DURABILITY DESIGN OPERATION FITNESS FOR USE OR SUITABILITY OF THE PROGRAMS EQUIPMENT OR SERVICES Subscriber understands that satellite telecasting is an endeavor of high technical complexity and agrees that lack of Program availability (downtime) will not constitute a breach of this Agreement FETN does not warrant that reception of the Programs will be uninterrupted or trouble free
- 10 **LIMITATION OF LIABILITY** FETN IS NOT LIABLE FOR ANY ACTUAL DIRECT OR INDIRECT SPECIAL INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING OUT OF THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT EVEN IF FETN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES FETN'S LIABILITY SHALL NOT EXCEED IN THE AGGREGATE THREE TIMES THE MONTHLY SERVICE FEE
- 11 **Remedies** If Subscriber defaults in any of its obligations FETN will have in addition to any other remedies the right to terminate this Agreement In the event Subscriber defaults in its obligation to pay Monthly Service Fees Subscriber will pay FETN as liquidated damages and not as a penalty and in addition to any other remedies a sum equal to 1/2 of the Monthly Service Fees due under the remaining term of this Agreement, plus if FETN installed any Equipment \$300.00 to de install the Equipment
- 12 **Action upon Termination** Upon termination of this Agreement for any reason by either party Subscriber will immediately cease using the Programs and Equipment erase all copies of the Programs and will warrant in writing that all use of the Programs has been permanently discontinued If FETN installed the Equipment Subscriber will provide reasonable access to FETN for the removal of the Equipment
- 13 **Successors and Assigns** FETN may assign this Agreement and any of its rights and may delegate any of its obligations hereunder Subscriber may not assign this Agreement without the express prior written consent of FETN Any attempt by Subscriber to assign this Agreement without such consent will be void and will constitute a default FETN will not unreasonably withhold consent of an assignment to a successor operating out of the Premises Failure to assign this Agreement to a successor will not be cause for termination of this Agreement This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns
- 14 **Force Majeure** Failure of either party to perform its obligations other than Subscriber's obligations to pay any charges when due will not be a default or breach if the failure is the result of acts of God any government or regulatory agency common carrier equipment manufacturer or cause beyond the reasonable control of FETN or Subscriber such as but not limited to fire explosion flood strike riot communications or power supply delay in delivery or failure or malfunction of equipment
- 15 **GOVERNING LAW** THIS AGREEMENT IS TO BE CONSTRUED ENFORCED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS WITH VENUE IN DALLAS COUNTY TEXAS
- 16 **Entire Agreement** Except for the Installation Agreement this Agreement constitutes the entire Agreement between FETN and Subscriber and supersedes all prior agreements and negotiations written or oral relating to this subject matter No change or waiver of the provisions of the Agreement will be valid or enforceable unless in writing and executed by the party against whom the change or waiver is sought to be enforced Any terms or conditions in addition to or inconsistent with the preprinted terms and conditions of this Agreement are of no force or effect unless expressly agreed to in writing signed by an authorized representative of FETN

THIS IS PAGE TWO OF A TWO-PAGE AGREEMENT

 PLEASE INITIAL HERE AND RETURN WITH PAGE ONE OF AGREEMENT

TRAINING ON DEMAND LIBRARY
MEMBERSHIP AGREEMENT

The undersigned Member agrees to subscribe to certain services from the Fire & Emergency Television Network a division of Wes Communications Inc ("FETN") upon the following conditions

1 FETN Library Service. Member may borrow any 10 programs from the FETN Training On Demand Library. Member may keep these programs and make them available to its employees during the term of this Agreement. At anytime Member may exchange some or all of the programs in its possession for others in the Library. Exchanges and/or returns must be by insured mail or an alternate means of return which is traceable. If a workbook and/or leader's guide accompanies a program selected by Member one copy will be sent at no extra charge. Member may purchase additional workbooks for the low discount price regardless of the quantity purchased.

At the end of this Membership, unless extended by mutual consent Member will return within 30 days all borrowed FETN programs via insured mail or an alternate traceable means of return. If any programs are not returned, Member will reimburse FETN at 80% of the regular purchase price for those programs.

2 Term. The term of this Agreement begins Sept 1, 1997 and ends 13 months from such date (the "Initial Term") unless extended as provided. This Agreement will automatically renew for successive 12-month periods (an "Additional Term" at the end of the Initial Term (and each Additional Term) unless at least 60 days prior to the end of such term either party notifies the other of its intent to terminate this Agreement. This contract is non-cancelable.

3 Fee. Member agrees to pay \$100 IN AGREEMENT in advance for this membership. Member will pay any sales or use taxes that arise from this Agreement. Any collection charges that arise from delinquent payment will also be paid by Member.

4 Covenants of Member. Member agrees not to duplicate, broadcast, resell or sublease any FETN program or training material in whole or part for any reason whatsoever. Also Member agrees to use these materials solely for the purpose of training employees.

The parties have executed this Agreement as of the 25th day of August, ~~1994~~ ¹⁹⁹⁷.

FIRE & EMERGENCY TELEVISION NETWORK

Carroll E. McCullin
Authorized Representative

Carroll E. McCullin
Name and Title (Print)

Address: 1303 Marsh Lane
Carrollton, Texas 75006
(214) 716-5250
(800) 932-3386
(214) 716-5252 Fax

John E. McDowell
Member Authorized to Borrow from Library

423-58-3522
Social Security Number

Robin Hathorn
Member Authorized to Borrow From Library

464-27-0433
Social Security Number

MEMBER

Member: Polk County Emergency Management

By John P. Thompson
Authorized Representative

John P. Thompson
Polk County Judge
Name and Title (Print)

P O # _____

BILLING ADDRESS

Polk County Emergency Management
207 W. Mill
Livingston, Texas 77351

SHIPPING ADDRESS

same as billing address

Attention _____
Telephone (409) 327-6826
Fax (409) 327-6890



4227 Decker Drive
PO Box 426
Baytown, TX 77520

August 15, 1997

COPY

County of Polk
P O Box 1388
Onalaska, TX 77360
Attn. Mr Bobby Smith, Commissioner

Re. Proposed Extension of FM 3459, TETCO's 24" Line 11, M.P. 143.82, Tract 9H, Polk Co., TX

Dear Mr Smith

Pursuant to your meeting with Jeff Savell and Brian Shannon concerning the proposed casing installation and associated cost estimate sent to you with our letter dated July 22, 1997, we have revised the estimate as shown below

Labor	\$9,300
Material	\$8,900
Expenses	<u>\$10,600</u>
Total	\$28,800

TETCO (43%)	\$12,384
Polk County (57%)	\$16,416

* Further detail of these costs are shown on the attached work order cost estimate form.

TETCO agrees to pay 43% of the actual cost of the casing installation which reflects the portion of the casing in the existing road right-of-way We feel that Polk County should be responsible for 57% of the actual cost of the casing installation which reflects the portion of the casing in the newly acquired right-of-way

We have attached a copy of a reimbursement agreement form which will need to be executed prior to TETCO initiating construction. If you are in concurrence with the conditions of the agreement, please sign the agreement and return a copy to this office for our execution. Once the agreement has been fully executed by both parties, TETCO will forward a copy to your office and proceed with the casing installation.

If you have any questions, please contact me at (281) 424-6838

Polk County
August 15, 1997
Page 2 of 2

Sincerely,



T P Rittenhour

TPR/JGS

Attachments

cc R. J. Clair
A. K. Lambeth
B. K. Shannon
L. E. Shed
Tract File

7 54 1/91

TEXAS EASTERN TRANSMISSION CORPORATION
Work Order Cost Estimate

Area. DAYTON

Estimate No 97-199
Reimbursable YES
Page 1 of 1

						Construction Amt	Retirement Amt
CONTRACT COSTS							\$0
Direct Company Labor						\$4,228	\$0
Rent and Rental Chargebacks (7.70%) (						\$326	\$0
Transmission Employee Benefits & Taxes(8.50%) (						\$359	\$0
Corporate Employee Benefits (15.50%) (						\$655	\$0
Purchasing / Stores Chargeback (25.60%) (						\$1,082	\$0
Administration and General Overhead (0.00%) (						\$0	\$0
MIS Chargebacks (7.70%) (						\$326	\$0
Transmission Overhead (55.00%) (						\$2,325	\$0
							\$0
MATERIAL							
Size	Description of Item	Item#	Prop Unit	Quantity	Unit Price		
30"	30" CASING X 500 WT INT & EXT BARE			200 FT	\$12.00	\$2,400	
4"	4" PIPE STEEL X 237 " WT GR B SMLS			40 FT	\$4.58	\$183	
4"	4" ELL WELD 90 DEGREE LR STD			2 EA	\$8.75	\$18	
4"	4" RETURN BEND 180 DEGREE LR STD			2 EA	\$38.28	\$77	
24" X	24" X 30" INSULATOR A8G 1			34 EA	\$107.90	\$3,669	
24" X	24" X 30" END SEAL ZIPPER LINK TYPE (THUNDERLINE)			2 EA	\$271.20	\$542	
	MINOR MATERIAL			1 LOT	\$500.00	\$500	
	FREIGHT LONGVILLE LA TO CONROE TX			1 LOT	\$470.00	\$470	
24"X 30	24" X 30 " END SEAL ZIPPER TYPE W/BANDS			2 EA	\$234.15	\$468	
Sub-Total Material						\$8,327	\$0
Inflation Factor (0.00%)						\$0	\$0
Usage Taxes (7.12%)						\$593	\$0
							\$0
MISCELLANEOUS EXPENSES							
Gas Loss Mcf's x Unit Price \$1.90						\$0	\$0
Equipment Usage Expense						\$1,158	\$0
Personal Expense						\$1,200	\$0
Right-of-Way Damages						\$500	\$0
Other Expenses						\$2,000	\$0
Sub Total Miscellaneous Expenses						\$4,858	\$0
Inflation Factor (0.00%)						\$0	\$0
Total Miscellaneous Expenses						\$4,858	\$0
Total Contract, Labor, Material & Misc Expense						\$23,079	\$0
AFUDC (2.00%)						\$462	\$0
Administrative and General Overhead (23.00%)						\$5,308	\$0
Total Expenses						\$10,628	\$0
Gross Estimated Cost						\$28,849	\$0

EXHIBIT A
FINAL PAYMENT REIMBURSEMENT

Texas Eastern Transmission Corporation (TETCO) has estimated the cost associated with this Agreement to be \$16,416 00 This estimated cost shall not be considered a maximum, minimum, or guarantee for the work associated with this Agreement and Polk County agrees to reimburse the entire actual cost, both direct and indirect, incurred by TETCO Such cost shall include, but not be limited to, all permits, allowance for funds used during any associated construction, materials, labor, administrative overhead, services, licenses, fees, loss of gas, right-of-way grants, changes in scope or operation and any and all other costs, burdens and expenses of any type or nature Polk County further agrees to pay all reasonable attorney's fees should this Agreement be placed in the hands of an attorney for collection or should it be collected through any court

Within one hundred eighty (180) days after completion of the work contemplated in this Agreement, TETCO shall use its best efforts to final invoice for any outstanding cost incurred by TETCO pursuant to this Agreement including all termination costs

Should Polk County fail to pay part or all of the amount of any invoice for service provided when such amount is due, TETCO may charge interest on the unpaid portion of the invoice computed from such due date until the date of payment at the rate of interest and in the manner prescribed for pipeline refunds as set forth in Section 154 67 (c) of the Federal Energy Regulatory Commission's Regulation under the Natural Gas Act.

For a period of one (1) year after completion of the work, Polk County shall have the right to audit TETCO's books and records directly relating to the work Should such audit reveal any errors or inaccuracies, a proper correction of adjustment shall be made as promptly as practicable thereafter Any such audit shall be conducted at TETCO's offices in Houston, Texas during TETCO's business hours Polk County's right to audit does not reduce the responsibility of Polk County to pay any TETCO invoices in full within the thirty (30) day period required

In reference to the attached letter dated August 15, 1997 whereby Polk County agrees to the conditions as stated

ACCEPTED AND AGREED THIS 25th DAY OF August 1997

POLK COUNTY

BY 
John P. Thompson

TITLE County Judge

TEXAS EASTERN TRANSMISSION CORPORATION

BY _____
Richard E Keyser
Manager, Baytown Division

DATE _____

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3 344 29
011 HOTEL OCCUPANCY TAX FUND	7 642 48
015 ROAD & BRIDGE ADH	7 559 04
051 AGING DEPT	619 63
090 DRUG FORFEITURE FUND	4 700 00
TOTAL OF ALL FUNDS	23 875 44

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

DATE 8-11-97

APPROVED BY

James J. Bennett
Robert P. Stewart



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	7 170 03
015 ROAD & BRIDGE ADM	1 020 96
032 ENVIRONMENTAL SERVICES	437 19
034 FEMA DISASTER FUNDS	57 40
081 AGING DEPT	789 52
088 JUDICIARY FUND	688 20
TOTAL OF ALL FUNDS	10 103 30

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

DATE Aug. 13, 1997

APPROVED BY *Paul Bennett*

Lucretia Walker

John P. Dinger

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	101 745 00
TOTAL OF ALL FUNDS	<u>101 745 00</u>

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

DATE 8-19-97

APPROVED BY

James Semprout
 County Auditor
John P. Stimpson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
034 FEMA DISASTER FUNDS	48 934 46
049 DISTRICT ATTY HOT CHECK FUND	2 317 64
TOTAL OF ALL FUNDS	\$1 252 10

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

DATE Aug 19, 1997

APPROVED BY Steve Bennett

County Auditor

John P. Stimpson

COPY

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
034 FEMA DISASTER FUNDS	48 984 46
TOTAL OF ALL FUNDS	48 984 46

THE PRECEDING LIST OF BILLS PA ABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE Aug 19, 1997

APPROVED BY

Alan Korman
County Auditor
John P. Stenger

COPY

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	148 543 37
018 ROAD & BRIDGE ADH	57 949 04
032 ENVIRONMENTAL SERVICES	9 670 96
040 LAW LIBRARY FUND	761 50
049 DISTRICT ATTY HOT CHECK FUND	3 943 02
051 ASING DEPT	12 071 02
061 DEBT SERVICE FUND	10 868 91
070 ENV SERVICE - 94 CO ISSUE	29 652 50
073 1994 C/O JAIL/BLDG RENOV ISSUE	2 050 38
TOTAL OF ALL FUNDS	272 160 70

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

DATE Aug 20, 1997

APPROVED BY

John Bennett
County Auditor
John P. Anderson

VOL

CHECK # 125727

BANK ACCT MAIN 08/22/97 548 934 46
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****48 934 46

POLK COUNTY TITLE INC
501 N WASHINGTON
LIVINGSTON TX 77351

CHECK # 125727

034-800-695 FEMA DISASTER FUNDS HOLIDAY 48 934 46
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John P. Stanger

CHECK # 125907

BANK ACCT MAIN 08/22/97
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QUINONES/ ANNA

CHECK # 125907

010 403 484 GENERAL FUND 8 9/97 147 42
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L. J. STEPHEN

CHECK # 125828

BANK ACCT MAIN
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86

*****67

MULLIHEN/STEVE

CHECK # 125828

010 403 484 GENERAL FUND 8/9/97 67 86

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CHECK # 125811

BA # ACCT MAIN 08/22/97 \$166 74
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GIBSON/ MAR-JEANNE

ROUTE 6 BOX 148M TX 77351
LIVINGSTON

CHECK # 125811

010 403 484 GENERAL FUND 8/9/97 166 74

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CHECK # 125828

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121984

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CHECK # 125767

BANK ACCT MAIN 08 22/97 \$166 70
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*****166 70

CLIFT/ DORIS

CHECK # 125767

010 403 484 GENERAL FUND MILEAG 15 50
010 403 484 GENERAL FUND 8/9 97 151 20

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KAREN REMMERT
County Auditor

POLK COUNTY
LIVINGSTON TEXAS

Addendum to Schedule of Bills for Commissioners Court (August 25, 1997)

Gray's Wholesale Tire - (Road&Bridge, Pct#2) Pending Budget Amendment	144 00
Riverside Rock - Road&Bridge, Pct #2 (Pending Budget Amendment)	1,092 00
Mustang Tractor - Road&Bridge, Pct#2 (Pending Budget Amendment)	1,096 27
MC Hughes Oil - Road&Bridge, Pct#4 (Pending Budget Amendment)	477 30
Melvin Leggett Hwy 59 Tires - Road&Bridge, Pct#4 (Pending Budget Amendment)	94 00
Gray's Wholesale Tire - Road&Bridge, Pct#4 (Pending Budget Amendment)	1,062 49
A to Z Tire - Road&Bridge, Pct#4 (Pending Budget Amendment)	592 01
GTE Mobilnet - Road&Bridge, Pct#4 (Pending Budget Amendment)	152 74
NAPA Auto Parts - Road&Bridge, Pct#3 (Pending Budget Amendment)	487 50
General Service Commission - Road&Bridge, Pct#3 (Pending Budget Amendment)	1,750 50
Diesel Diagnostics - Road&Bridge, Pct#3 (Pending Budget Amendment)	2,976 67
Jordan, Curtis - Road&Bridge, Pct3 (Pending Budget Amendment)	3,472 00
Country Home Products - Road&Bridge, Pct#3 (Pending Budget Amendment)	874 56
Compliance Consortium Corp - Emergency Management Drug Testing (Pending Budget Amendment)	775 80
Office Depot - Emergency Mangement (Pending Budget Amendment)	631 37

Red Barn - Custodial (Pending Budget Amendment)	31 80
Feeders Supply - Custodial (Pending Budget Amendment)	57 49
Wal-Mart - Custodial (Pending Budget Amendment)	70 73
Youngblood Wholesale - Custodial (Pending Budget Amendment)	349 64
Terry M Brown - Court Appointed Attorney (Pending Budget Amendment)	1,500 00
Sondra Hensarling, Court Reporter County Court at Law (Pending Budget Amendment)	700 00
Excel Reporting - County Court @ Law (Pending Budget Amendment)	232 90
Bonnie Rodriguez - County Court @ Law (Pending Budget Amendment)	175 00
Linda J Jones - Court Appointed Attorney (Pending Budget Amendment)	150 00
Joe D Roth - Court Appointed Attorney (Pending Budget Amendment)	400 00
Gateway 2000 - Emergency Management Grant Money Reimbursement	4,436 00
Lawrence Marshall Chevrolet-Olds - Waste Mgmt/Law Enforcement (Pending Budget Amendment)	20,195 00
Karen Remmert - Travel Advance	525 00
Carol Bigler - Travel Reimbursement	35 96
Doris Clift - Travel Reimbursement	15 50
Kathryn Martin - Travel Reimbursement	4 96
Total of Addendum	<u>44,502 77</u>

John P. Thompson

DATE: AUGUST 12, 1997 THROUGH AUGUST 22, 1997

NO.	NAME	DEPT	JOB CLASSIFICATION	TYPE OF EMPLOYEE	SALARY GROUP	ACTION TAKEN
(1)	ANGELA COX	SHERIFF	TELECOMMUNICATION OPER #1043	REGULAR PART TIME	9-	RE-HIRE EFFECTIVE 08-16-97
(2)	FRANKIE GREGGTON	SHERIFF	TELECOMMUNICATION OPER #1043	REGULAR PART TIME	9-	DISMISSAL EFFECTIVE 08-19-97
(3)	MICHAEL CRAIG PINEGAN	SHERIFF	DEPUTY SHERIFF (PATROL) #1037	REGULAR FULL TIME	141	NEW-HIRE EFFECTIVE 08-20-97
(4)	RALPH POOL	SHERIFF	SERGEANT #1036	REGULAR FULL TIME	181	RESIGNED EFFECTIVE 08-28-97
(5)	MARY V WINGINS	AGING CORRIGAN	COOK #1286	LABOR POOL	UNCLASSIFIED	NEW-HIRE EFFECTIVE 8-18-97
(6)	SABARINA DOSIE	SHERIFF	TELECOMMUNICATION OPER #1043	REGULAR FULL TIME	91	ANSWERMENT-ON-PAROLE Term Indefinite EFFECTIVE 8-11-97
(7)	SHANNON CAN	PERSONNEL	SECRETARY #102	LABOR POOL	UNCLASSIFIED	INACTIVE EFFECTIVE 08/18/97
(8)	GREGORY BOGANY	JAIL	REGULAR #1088	REGULAR FULL TIME	111	NEW-HIRE EFFECTIVE 08-03-97
(9)	RANDAL BRIDGES	SHERIFF	CORRECTIONS OFFICER #1037	REGULAR FULL TIME	141	PROMOTION #1036 SERGEANT 181 \$20,807.28 EFFECTIVE 08/03/97
(10)	PATRICIA WILLIAMS	AGING	DEPUTY SHERIFF PATROL #1288	REGULAR FULL TIME	92	DISMISSAL EFFECTIVE 08/14/97
(11)	JACQUELINE BROOK	WASTE MANAGEMENT	AGING SERVICE WORKER II #903 LANDFILL CLERK	REGULAR FULL TIME	91	DISMISSAL EFFECTIVE 8/29/97
(12)						
(13)						
(14)						
(15)						
(16)						

