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Barbara Middleton
BARBARA MIDDLETON
COUNTY CLERK

**NOTICE OF MEETING OF THE
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 25**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Tuesday, March 10, 1998 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, March 4, 1998

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, March 4, 1998, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, Wednesday, March 4, 1998

Barbara Middleton, County Clerk

By *Barbara Middleton*



POLK COUNTY, TEXAS

COMMISSIONERS COURT AGENDA

for: TUESDAY - MARCH 10, 1998 - 10:00 A.M.

CALL TO ORDER

- 1 WELCOME - Public Comments
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, February 24, 1998

NEW BUSINESS

- 4 CONSIDER APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN TITAN INDEMNITY AND POLK COUNTY FOR CERTAIN INSURANCE COVERAGES
- 5 CONSIDER APPROVAL OF DEEP EAST TEXAS / TRY-STAR MEMORANDUM OF UNDERSTANDING
- 6 CONSIDER APPROVAL OF PROGRAM AMENDMENT RESOLUTION, AS A PART OF HAZARD MITIGATION GRANT CLOSEOUT PROCEDURES
- 7 DESIGNATE DATE FOR COUNTY SURPLUS AUCTION SALE AND APPROVE ADVERTISING FOR BIDS FOR AUCTIONEERING SERVICES
- 8 CONSIDER APPROVAL OF PCT 1 ROAD NAME CHANGE (for clarification purposes), CHANGING "100 HOLLYFIELD" TO "HOLLYFIELD"
- 9 CONSIDER ISSUANCE OF TIME WARRANT IN THE AMOUNT OF \$17,448 00 FOR A PERIOD OF TWO YEARS, FOR THE PURCHASE OF PCT 2 TRAILER (with tarp) FROM B&C BODY (as per Bid #97-27)
- 10 CONSIDER OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES, (Pct 1), Lots 479-486, Big Thicket Lake Estates #6, Lots 371 & 372, Putnam's Landing #1, (Pct 2), Lots 10 & 11, Block 7, Impala Woods #3
- 11 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #98-02 "Sale & Removal of 16' x 40' Portable Metal Building"
- 12 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #98-03 "Purchase of New or Used Articulated Off-Road Dump Truck"

CONSENT AGENDA ITEMS

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

ADJOURN

Next regularly scheduled meeting - March 24, 1998, 10 00 a m



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Barbara Middleton

BARBARA MIDDLETON
COUNTY CLERK PC

ADDENDUM TO
NOTICE OF MEETING # 25

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR MARCH 10, 1998 AT 10 00 A.M

ADD.

- 15 Consider approval to designate grant administration services for Community Development Block Grant - 404 Hazard Mitigation Program

- 16 Consider alternate financing & approve issuance of time warrant to Mustang Tractor for Waste Management purchase of used landfill compactor (Bid # 97-29), totaling \$187,148 00 less \$40,000 00 down payment to be made from operating budget, to be paid over a period of three years

Posted on Friday, March 6, 1998

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 Friday, March 6, 1998 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated Friday, March 6, 1998

Barbara Middleton, County Clerk

By

Barbara Middleton

STATE OF TEXAS }

DATE MARCH 10, 1998

COUNTY OF POLK }

REGULAR CALLED MEETING
ALL PRESENT

BE IT REMEMBERED ON THIS THE 10th DAY OF MARCH 1998
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 COUNTY COMMISSIONER PCT#1, BOBBY SMITH, COUNTY
COMMISSIONER PCT#2 JAMES J "BUDDY" PURVIS, COUNTY COMMISSIONER
PCT#3, R R DICK HUBERT, COUNTY COMMISSIONER PCT#4, BARBARA
MIDDLETON, COUNTY CLERK, & KAREN REMMERT, COUNTY AUDITOR, THE
FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY HAD,
CONSIDERED & PASSED

- 1 MEETING WAS CALLED TO ORDER & WELCOME BY JUDGE JOHN P THOMPSON
AT 10 00 AM

PUBLIC COMMENTS NONE

2 INFORMATIONAL REPORTS

- A BILLY RAY NELSON SHERIFF GAVE AN UPDATE OF THE GRANT FUNDS
RECEIVED TO BE USED FOR DRUG INTERDICTION HE INTRODUCED OFFICERS
THAT WILL BE A SPECIAL TEAM CALLED "ACE" FOR INVESTIGATIONS OF
DRUG RELATED CRIMES
- B RURAL METRO AMBULANCE INTRODUCED MIKE COLLINS AS NEW GENERAL
MANAGER TO BE PERSON IN CHARGE OF AMBULANCE SERVICE
- C COMMISSIONER SMITH INFORMED THE COURT THAT TRINITY COUNTY JUDGE
EVANS, WILL BE CONTRIBUTING \$ 5000 00 TOWARD THE NOAA WEATHER
RADIO PURCHASE, PROPOSED FOR THE EMERGENCY MANAGEMENT
DEPARTMENT
- D JUDGE THOMPSON COMMENTED THAT GOODRICH HIGH SCHOOL "HORNETS"
BASKETBALL TEAM HAS MADE THE STATE PLAY-OFFS THIS YEAR HE WILL BE
EXTENDING A PROCLAMATION TO THE TEAM ON WEDNESDAY
- E COMMISSIONER HUBERT INVITED EVERYONE TO THE 52nd ANNUAL TRINITY-
NUECHES LIVESTOCK SHOW & AUCTION TO BE HELD MARCH 18, 19 & 20th
- F JUDGE THOMPSON, REMINDED EVERYONE THAT TODAY IS PRIMARY ELECTION
DAY POLLS ARE OPEN 7 00 AM TO 7 00 PM ALL 18 POLLING PLACES ARE
OPEN
- 3 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, APPROVAL
OF MINUTES FOR MEETING OF FEBRUARY 24, 1998
ALL VOTING YES
- 4 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, APPROVAL
OF INTERLOCAL COOPERATION AGREEMENT BETWEEN TITAN INDEMNITY AND
POLK COUNTY FOR CERTAIN INSURANCE COVERAGES
ALL VOTING YES (SEE ATTACHED)

- 5 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, TO APPROVE DEEP EAST TEXAS/TRY-STAR MEMORANDUM OF UNDERSTANDING
ALL VOTING YES (SEE ATTACHED)
- 6 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF PROGRAM AMENDMENT RESOLUTION, AS A PART OF HAZARD MITIGATION GRANT CLOSEOUT PROCEDURES
ALL VOTING YES (SEE ATTACHED)
- 15 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, TO DESIGNATE DAVID WAXMAN, INC AS GRANT ADMINISTRATION SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT - 404 HAZARD MITIGATION PROGRAM
ALL VOTING YES
- 7 (A) MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, TO SET DATE AS MAY 16, 1998 FOR ANNUAL COUNTY SURPLUS SALE
ALL VOTING YES
(B) MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, TO ADVERTISE FOR AUCTIONEERING SERVICES FOR SURPLUS SALE
ALL VOTING YES
- 8 MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY R R "Dick" HUBERT, APPROVAL TO CHANGE ROAD NAME, (for clarification purposes), PRECINCT #1, FROM "100 HOLLYFIELD" TO "HOLLYFIELD"
ALL VOTING YES
- 9 BID #97-27
MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL TO ISSUE TIME WARRANT, AMOUNT \$ 16,973 00, FOR (2) YEAR PERIOD, FOR THE PURCHASE OF PCT #2 TRAILER (with tarp) FROM B & C BODY, MT PLEASANT TEXAS, AS PER BID #97-27
ALL VOTING YES
- 10 (A) MOTIONED BY B E "Slim" SPEIGHTS SECONDED BY R R "Dick" HUBERT, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTIES, PCT #1, LOTS 479-486, BIG THICKET LAKE ESTATES , SEC#6 AND LOTS 371 & 372, PUTNAM'S LANDING, SEC #1
ALL VOTING YES
(B) MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTIES, PCT #2, LOTS 10 & 11, BLOCK 7, OF IMPALA WOODS, SEC #3
ALL VOTING YES
- 11 BID #98-02
MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO AWARD BID #98-02, TO CHARLES STANFORD FOR \$ 603 00, "SALE & REMOVAL OF 16' X 40' PORTABLE BUILDING"
ALL VOTING YES

12 BID # 98-03

MOTIONED BY BOBBY SMITH SECONDED BY R R "Dick" HUBERT, TO REJECT ALL BIDS & RESERVE RIGHT TO RE-ADVERTISE FOR THE PURCHASE OF A "NEW OR USED ARTICULATED OFF-ROAD DUMP TRUCK", AS RECOMMENDED BY JAMES RICHARDSON WASTE MANAGEMENT DEPARTMENT
ALL VOTING YES

16 BID #97-29

MOTIONED BY BOBBY SMITH SECONDED BY B E "Slim" SPEIGHTS TO APPROVE FINANCING BY FIRST STATE BANK & ISSUANCE OF 3-YEAR "TIME WARRANT" TO MUSTANG TRACTOR FOR WASTE MANAGEMENT PURCHASE OF USED LANDFILL COMPACTOR, TOTALING \$ 147,148 00 (representing purchase price), LESS \$40,000 00 down payment, TO BE MADE FROM OPERATING BUDGET
ALL VOTING YES

13 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL TO PAY BILLS BY SCHEDULE, PLUS ADDENDUM
ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
1-21-98	1,000 00	129334
2-25 98	6,472 07	130100 - 130176
2-25 98	115,726 45	130177 - 130183
2-28-98	5,207 00	130184 - 130192
3-4-98	27,970 00	130193 - 130197
3-5-98	183,954 72	130198 - 130350
3-10-98	151,749 43	130351 - 130356
Addendum	40,000 00	To be included on a future schedule of bills

14 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF PERSONNEL ACTION FORMS
ALL VOTING YES

17 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, TO ADJOURN COURT THIS 10th DAY OF MARCH, 1998 AT 10 28 AM
ALL VOTING YES

ATTEST: 
BARBARA MIDDLETON, COUNTY CLERK
C:\WP51\COMMCRT8\MAR10 WPD


JOHN P. THOMPSON, COUNTY JUDGE

ADOPTION AGREEMENT PURSUANT TO CHAPTER 791 OF THE TEXAS GOVERNMENT CODE WITH RESPECT TO THAT CERTAIN INTERLOCAL AGREEMENT CONCERNING PROCUREMENT OF CERTAIN INSURANCE COMPANIES

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This Adoption Agreement is hereby entered into by POLK COUNTY a (description of type of political subdivision) acting through its Commissioners Court (description of governing board), and is effective on the 1st day of October, 1997

R E C I T A L S

WHEREAS, POLK COUNTY (the name of the political subdivision) is a political subdivision of the State of Texas (hereinafter the "Adopting Party"),

WHEREAS, as a political subdivision of the State of Texas the Adopting Party is required to perform certain governmental functions and services as those terms are defined under Section 791 003 of the Texas Government Code,

WHEREAS, the Adopting Party desires to contract with other political subdivisions for the purpose of achieving efficiencies and economies as respects the purchase of certain insurance coverages necessary or desirable to the governmental functions and services of the political subdivision,

WHEREAS, the Adopting Party is willing to jointly enter into agreements with other political subdivisions to procure certain insurance coverages and services from one or more common vendors, and to cooperate and assist such political subdivisions in identifying vendors, assessing needs for insurance coverages, arriving at specifications for requests for proposals as respects insurance coverages, and assisting in procuring the optimum insurance coverages at the lowest possible cost,

WHEREAS, the governing body of the Adopting Party has agreed to the terms and conditions of that certain Interlocal Agreement adopted pursuant to Chapter 791 of the Texas Government Code Concerning Procurement of Certain Insurance Coverages with an original effective date of January 1, 1997

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements set forth below, and other good and valuable consideration, the Adopting Party does hereby agree to and adopt the terms and conditions of that certain Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code Concerning Procurement of Certain Insurance Coverages with an original effective date of January 1, 1997

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I
PURPOSE

1 01 The purpose of this Adoption Agreement is to evidence the agreement to and adoption of each and every and all of the terms and conditions of that certain Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code Concerning Procurement of Insurance Coverages with an original effective date of January 1, 1997, originally executed by Kleberg County, Texas and the City of Terrell Hills, Texas, political subdivisions of the State of Texas (hereinafter "the Agreement")

1 02 Upon execution of this Adoption Agreement it shall be attached to and made a part of the Agreement. Once attached to the Agreement, this Adoption Agreement and the Agreement shall constitute one agreement among all the parties previously executing the Agreement, adopting the Agreement and the Adopting Party

II
TERM

2 01 This Agreement will be effective as of the date designated as the "Effective Date" by the governing board of the political subdivision executing this Adoption Agreement (the "Effective Date")

2 02 This Adoption Agreement shall expire upon the expiration date of the Agreement, provided, however, that the Adopting Party may terminate its participation in the Agreement at any time upon ninety (90) days prior written notice to the other parties

III
GENERAL PROVISIONS

3 01 A political subdivision agreeing to and adopting the terms and conditions of the Agreement fully agrees and understands that it has agreed to all of the terms and conditions of the Agreement and that this Adoption Agreement taken together with the Agreement constitutes the entire understanding of the parties relating to the subject matter of the Agreement and this Adoption Agreement and supersedes any prior written or oral understanding of the parties with respect to the subject matter of such documents

IN WITNESS WHEREOF, the undersigned political subdivision has been authorized by the governing board of such political subdivision to enter into this Adoption Agreement on the 1st day of October, 19 97, to certify which this document is hereby executed under authority of the above named political subdivision by


BY

TITLE. COUNTY JUDGE

INTERLOCAL AGREEMENT PURSUANT TO CHAPTER 791
OF THE TEXAS GOVERNMENT CODE CONCERNING PROCUREMENT
OF CERTAIN INSURANCE COVERAGES

This Agreement is made between and among Kleberg County, Texas
a (description of type of political subdivision) acting through its Commissioner's Court
(description of governing board) and Kenedy County, Texas, a (description
of type of political subdivision) acting through its Commissioner's Court
(description of governing board) and any other lawfully constituted political subdivision agreeing
to and adopting the terms and conditions of this Agreement under the Texas Interlocal
Cooperation Act (Texas Government Code, Chapter 791)

R E C I T A L S

WHEREAS, the Parties hereby are political subdivisions of the State of Texas,

WHEREAS, as political subdivisions of the State of Texas the Parties hereto are required
to perform certain governmental functions and services as those terms are defined under
Section 791 003 of the Texas Government Code,

WHEREAS, the Parties hereto desire to contract one with the other for the purpose of
achieving efficiencies and economies as respects the purchase of certain insurance coverages
necessary or desirable to the governmental functions and services of the Parties hereto from among
insurers domiciled in Texas,

WHEREAS, the Parties hereto are each willing to jointly enter into agreements to procure
certain insurance coverages and services from one or more common vendors, and to cooperate
and assist each other in identifying vendors, assessing needs for insurance coverages, arriving at
specifications for requests for proposals as respects insurance coverages, and assisting each other
in procuring the optimum insurance coverages at the lowest possible cost

WHEREAS, the governing body of each Party to this Agreement has agreed to the terms
and conditions of this Agreement and has by resolution or ordinance accepted and adopted this
Agreement

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth below, and other good and valuable consideration, the Parties hereto agree as follows

I.

PURPOSE

- 1.01 The purpose of this Agreement is to enable the Parties to
- a. Develop common requirements and specifications in contract terms and conditions for workers' compensation, liability, inland marine, professional liability, property and similar and related property and casualty lines of insurance,
 - b. Maximize the purchasing power of the Parties by selecting the insurer domiciled in Texas and best equipped to provide the insurance coverage needs of the Parties hereto
 - c. Facilitate communications and dealings with the selected insurer or insurers,
 - d. Develop common operations, practices and procedures with respect to the insurance coverages purchased pursuant to this Agreement,
 - e. Gather, exchange and share information and expertise with respect to workers' compensation, liability, inland marine, professional liability, property and similar and related property and casualty lines of insurance,
 - f. File for common or shared coverages as respects workers' compensation, liability, inland marine, professional liability, property and similar and related property and casualty lines of insurance, and
 - g. Allow the Parties hereto access to the services, information, reports and work product of the insurers providing insurance coverage pursuant to this Agreement.

II.

RESPONSIBILITIES OF THE PARTIES

2.01 Each Party shall, subject to any confidentiality limitations imposed by law or by contract:

- a. Fully inform each other of their respective requirements and schedule for future insurance coverage needs,
- b. Provide the other Party available information, reports and other data in its possession concerning its insurance coverage needs, insurers and insurance agents, including the selected vendor, and other matters relevant to achieving the purposes of this Agreement;
- c. Grant the other Party and the selected vendor and insurance agent, access to the operations covered by any insurance contract as required to achieve the purposes this Agreement,
- d. Provide the other Party copies of or access to studies, reports, estimates, drawings or proposals and other documents produced by each Party's consultants and other experts concerning the insurance coverages subject to this Agreement;
- e. Examine all insurance related studies, reports, sketches, estimates, drawings, proposals, and other documents produced by the other Party or its consultants and respond thereto as necessary or appropriate in a timely manner so as not to unreasonably delay any performance required hereunder; and
- f. Perform their respective obligations under all insurance contracts jointly entered into with insurance vendors

III.

PROCUREMENT

3.01 Each Party shall issue and accept bids, proposals and statements of qualifications for the development, issuance, and servicing of insurance coverages subject of this Agreement in accordance with the laws governing purchases by the respective Party. Each Party shall execute all insurance agreements and contracts to which it is a party in its own name and behalf

3 02 Each Party shall be primarily responsible for the development of the specific technical specifications with respect to the insurance coverages required by such Party, and for the issuance of purchase orders as respects insurance coverages purchased by such Party

IV COMPENSATION

4 01 In the event that any Party shall perform any services, or incur any expense, for the common benefit of the other Parties to this Agreement, such Party shall be entitled to reimbursement from the other Parties for fifty percent (50%) of such common expenses. Such reimbursement shall be at the actual costs of the Party incurring same, without any additional charge for overhead or costs of administration. Neither Party may incur any expense or perform any services for the common benefit of the other Party without the agreement and prior written consent of such other Party. The Parties shall use their best efforts to make an equal contribution towards providing services for the common benefit of the Parties hereto during the term of this Agreement.

4 02 In the event that one Party shall perform any services using its employees to provide direct technological or support services for the primary benefit of another Party under this Agreement, with agreement and prior written consent, the performing Party shall be entitled to full reimbursement at such employee(s)' hourly rate multiplied by a factor of 1.4 ("the Multiplier"). Other costs incurred by one Party for the benefit of another Party, including, but not limited to materials, contractor services and travel expenses, in direct support of this Agreement shall be reimbursed by the other Party at actual cost with no Multiplier.

4 03 If one Party seeks to have another Party perform work or services for it under this Agreement such Party shall request a cost proposal from the other Party. The requesting Party shall issue a written work order identifying the agreed scope of work, schedule, cost and other relevant matters.

Each Party shall endeavor in good faith to accommodate the requests of the other Party, but neither Party shall be required to perform any work for another Party without agreement and prior written consent.

4.04 In the event that any consultant or expert under contract to a Party shall perform services for another Party for the common benefit of such Parties, then the Party making available the expert or consultant may with agreement and prior written consent, invoice the other Party for one-half of the actual amount invoiced by such consultant or expert.

4 05 The Parties shall periodically reconcile the amount of services performed and expenses incurred on behalf of each other, or on the common behalf, under this Agreement, and a single invoice shall be rendered to compensate the Party bearing the greater burden during such period. Such reconciliation and billing shall be performed quarterly

4 06 Payments under this Agreement from one Party to the other shall be made from current revenues available to the paying Party

4 07 Invoices shall be fully itemized, submitted in duplicate, and accompanied by all relevant third party invoices, bills and other documentation.

4 08 As between the Parties, invoices shall be paid within thirty (30) days after receipt. In the event that payment in full is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate or one percent (1%) per month until paid in full - but if such non-payment is due to the lack of proper invoice documentation or other good faith dispute, then interest shall not accrue until ten (10) days after the required documentation is provided or the dispute is resolved in favor of the invoicing Party

4 09 Each Party reserves a right to review the other's invoices and to audit and examine at any reasonable time, the books and records of the other Party to the extent necessary to verify the accuracy of any statement, charge, computation or invoice made hereunder, and to recover any overcharges paid by it.

DOCUMENTS, DATA AND PUBLICATIONS

5 01 It is agreed and understood that any specifications, drawings, plans, contracts, or other data, documents or information collectively ("information") provided one Party to another under this Agreement may be of a strictly confidential nature and, except as otherwise required by law or contract, no such confidential information shall be disclosed to any third party without the prior written consent of the providing Party. Such information is the sole property of the Party providing same, and it shall be returned together with all copies thereof, upon request. Each party agrees to execute all confidentiality agreements reasonably requested by the other Party as a condition to access to such Party's confidential information. Each Party agrees that monetary damages are inadequate to compensate for breach of the duties under this Section, and that the injured Party may be entitled to injunctive relief and/or specific performance to enforce its rights under this Section.

VI

TERM

6 01 This Agreement shall be effective as of the date designated as the Effective Date by each of the governing boards of each of the political subdivisions previously named herein (the "Effective Date"). This Agreement shall be effective as to any political subdivision subsequently agreeing to and adopting the terms and conditions of this Agreement as of the date designated as the "Effective Date" by the governing board of such political subdivision.

6 02 This Agreement shall be for a term of ten (10) years from the Effective Date hereof, and for year to year thereafter; provided, however, that any Party may terminate this Agreement at any time for convenience upon ninety (90) days prior written notice.

VII.
INDEMNIFICATION

7.01 Neither Party shall assert against any other Party any claim for which it carries insurance coverage. Each Party agrees to waive, and require its insurers to waive, all rights of recovery and claims of any kind against the other Party to which its insurers may be subrogated arising out of or concerning this Agreement.

7.02 In no event will any Party ever be liable to any other Party for consequential or incidental damages, including, but not limited to, loss of profits or revenue, loss of use of property, costs of capital, costs in excess of estimates, cost of substitute coverage, or claims of constituents of the other Party, arising out of any cause or claim concerning this Agreement.

VIII.
RELATIONSHIP OF THE PARTIES

8.01 It is not the intent of the Parties, nor shall this Agreement be construed, to create a partnership or joint venture between them. No Party is, nor shall be deemed to be, the agent of any other Party, nor shall one Party have the right to bind any other Party. No Party shall be liable for the obligations of any other Party to any third party, whether arising under this Agreement, or otherwise.

IX.
NOTICES

9.01 Correspondence, notices and invoices shall be in writing and mailed certified mail return receipt requested, telefaxed, or delivered to the Parties at the principal address of the Party or at such other addresses as the Parties may from time to time designate in writing. All notices, correspondence or invoices shall be effective upon receipt.

X

GENERAL PROVISIONS

10 01 This Agreement constitutes the entire understanding of the Parties relating to the subject matter hereof and supersedes any prior written or oral understanding of the Parties with respect to the subject matter hereof. There shall be no modification or waiver as respects any provision hereof except in writing, signed by the Parties and made a part hereof.

10 02 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns, provided, however, that no Party may assign this Agreement or subcontract these duties hereunder, in whole or in part, without the prior written consent of the other Party.


10 03 No failure or delay on the part of a Party to exercise any right or remedy shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy. All rights or remedies under this Agreement are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.

10 04 If any section or part of this Agreement is declared void or invalid by any Court of competent jurisdiction, such decree shall not effect the remainder of this Agreement, and such shall remain in full force and effect with the deletion of the part declared void or invalid.

10 05 The Parties hereto agree and intend that this Agreement and all disputes which may arise from, out of, under or respecting the terms or conditions of this Agreement or concerning the rights or obligations of the Parties hereunder, or respecting any performance or failure by either Party hereunder, shall be governed by the laws of the State of Texas.

10 06 This Agreement shall continue in full force and effect for the full term hereof or until sooner terminated in accordance with Article VI hereof as long as two or more political subdivisions are parties hereto by original execution or subsequent adoption.

IN WITNESS WHEREOF, the undersigned have executed this Agreement in multiple counter parts.



Pete DelGarza
County Judge
Kleberg County, Texas

January 1, 1997



J. A. Garcia, Jr.
County Judge
Kenedy County, Texas

January 1, 1997

COPY

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
AND
POLK COUNTY**

I. PERIOD OF AGREEMENT

The terms of this Memorandum of Understanding (MOU) between the Deep East Council of Governments (DETCOG) and Polk County is effective for the period of September 1, 1997 until August 31, 1998

Either DETCOG or the Polk County may propose amendments to this MOU at any time by providing written notice. To become effective, amendments shall require approval of the DETCOG Executive Director, DETCOG Criminal Justice Director, and the Polk County Judge

This MOU will assist DETCOG in effectively providing quality services to at-risk youths and their families. The following counties are currently provided STAR services: Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, and Trinity

II. PURPOSE

1. Jointly participate in the development and implementation of Services to At-Risk Youth program "DET/TRY-STAR" in the Deep East Texas region, including the most efficient use of the Texas Department of Protective and Regulatory Services (TDPRS) STAR program funds. TDPRS places its highest priority on keeping youths in their homes (Family Preservation). We will receive referrals from CPS workers, juvenile probation officers, and ISD'S who can refer families to STAR. These agencies will also work with the STAR program to provide training on what type of clients we can work with.
2. Encourage the development of mutual training activities for providers of services to youth personnel at the regional levels, with particular emphasis on prevention techniques, family crisis intervention, and enhancement of client self-determination. This can be achieved whenever there is an opportunity for cross training to assist each agency employee's understanding of the requirements for acceptance in their program.
3. Coordinate case referral procedures for clients and their families to assure that the most appropriate and least restrictive service is accessible and that confidentiality is maintained.

MEMORANDUM OF UNDERSTANDING
DET/TRY-STAR Program
Page 2

- 4 Ensure that staff at the local level coordinate services and work together to carry out the mutual objectives of the two agencies

III. CONTACT PERSONS

The DETCOG will remain in contact with juvenile and local officials in the counties STAR services are provided. There will be communication as needed or meetings called to provide updates on the DET/TRY-STAR program.

IV. CERTIFICATION

The signatures below acknowledge the existence of this MOU between DETCOG and Polk County. The collective efforts of each person involved will be a great asset to STAR youths and their families.

BY

Walter G. Diggles, Executive Director

BY

Everette D Alfred, Criminal Justice Director

BY

John P. Thompson
Honorable John Thompson, Polk County Judge

RESOLUTION

A RESOLUTION OF THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF POLK, TEXAS AUTHORIZING THE SUBMISSION OF A CONTRACT AMENDMENT REQUEST FOR THE COMMUNITY DEVELOPMENT FUND CONTRACT BETWEEN THE COUNTY OF POLK AND THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, CONTRACT NUMBER 715167

WHEREAS, the County of Polk entered into a contract with the Texas Department of Housing and Community Affairs to provide the twenty-five percent (25%) local match for the County's 404 Hazard Mitigation Grant Program, and

WHEREAS, the County was able to acquire seven properties in the floodway utilizing Texas Community Development Program funds, and

WHEREAS, the County desires to close out this grant.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF POLK, TEXAS

1. The County Commissioners Court authorizes a contract amendment request to be submitted to the Texas Community Development Program for the following proposed activities

To amend the Performance Statement stating that seven properties were acquired and provide administrative grant funds for preparing project completion reports

2. The County Commissioners Court directs and authorizes the County Judge to execute all necessary documents as may be required to initiate and process this contract amendment request.

PASSED AND APPROVED at a meeting of the County Commissioners Court of the County of Polk, Texas this the 10th day of March, 1998


John P. Thompson, County Judge
County of Polk, Texas

ATTEST



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

090 DRUG FORFEITURE FUND

1 000 00

TOTAL OF ALL FUNDS

1 000 00

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

DATE

11/1/82

APPROVED BY

James E. Stewart
John B. Stewart

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	\$ 443 53
015 ROAD & BRIDGE ADH	334 96
032 ENVIRONMENTAL SERVICES	234 13
051 AGING DEPT	30 66
061 DEBT SERVICE FUND	358 79
088 JUDICIARY FUND	70 00
TOTAL OF ALL FUNDS	6,472 07

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

DATE 2/25/98

APPROVED BY

Max J. [Signature]
John W. [Signature]
John W. [Signature]

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	69 447 19
013	ROAD & BRIDGE ADH	22 067 60
032	ENVIRONMENTAL SERVICES	5 139 17
101	ADULT SUPERVISION	11 964 15
104	DTP - CSR	469 14
108	CCP - SUPERVISANCE	1 116 56
109	SPECIALIZED CASELOAD CCP	557 70
184	JUVENILE PROBATION	1 331 41
185	CCAP - JUVENILE PROBATION	3 637 53
TOTAL OF ALL FUNDS		115 726 45

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

DATE 2/25/98

APPROVED BY

Spencer S. Bennett
John W. Thompson

CHECK # 129135

BANK ACCT MAIN 02/25/98 \$165 00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

*****165 00

VOL

MCDOWELL/JOHN

CHECK # 129135

010-695-427 GENERAL FUND

SAN AN 165 00

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*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	4 227 00
015 ROAD & BRIDGE ADH	175 00
088 JUDICIARY FUND	905 00
TOTAL OF ALL FUNDS	\$ 207 00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT
DATE 1-28-92 APPROVED BY [Signature]

[Signature]
[Signature]
[Signature]

SCHEDULE OF BILLS PAID

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	21 875 00
032 ENVIRONMENTAL SERVICES	5 500 00
088 JUDICIARY FUND	595 00
TOTAL OF ALL FUNDS	27 970 00

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

DATE 5-4-98

APPROVED BY Wanda Bennett
Lucretia R. Hightower
John H. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	86,908.92
015	ROAD & BRIDGE ADM	47,218.84
017	LATERAL ROAD FUND	2,085.82
032	ENVIRONMENTAL SERVICES	28,623.44
034	FEMA DISASTER FUNDS	1,147.01
040	LAW LIBRARY FUND	317.25
049	DISTRICT ATTY HOT CHECK FUND	51.28
051	AGING DEPT	10,388.66
070	ENV SERVICE - 94 CO ISSUE	6,712.50
088	JUDICIARY FUND	350.00
090	DRUG FORFEITURE FUND	153.00
TOTAL OF ALL FUNDS		183,954.72

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

DATE 3-5-98

APPROVED BY [Signature]

[Signature]
[Signature]

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	84 138 52
015	ROAD & BRIDGE ADM	27 450 32
028	POLK COUNTY HISTORICAL COMM	7 253 40
032	ENVIRONMENTAL SERVICES	7 858 23
051	AGING DEPT	6 264 54
101	ADULT SUPERVISION	15 597 88
104	DTP - CSR	579 41
108	CSP - SURVEILLANCE	1 576 18
109	SPECIALIZED CASELOAD CSP	1 818 63
184	JUVENILE PROBATION	2 195 28
185	CCAP - JUVENILE PROBATION	4 817 03
TOTAL OF ALL FUNDS		151 749 43

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

DATE 3-6-98

APPROVED BY [Signature]

[Signature]

ADDITIONAL

3-10-98

VOL

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KAREN REMMERT
County Auditor

POLK COUNTY
LIVINGSTON TEXAS

Addendum to Schedule of Bills for Commissioners Court (March 10, 1998)

Mustang Tractor (Compactor) down-payment from Landfill	\$ 40,000 00
Total of Addendum	<u>40,000 00</u>

John P. Thompson

DATE FEBRUARY 24 1998 THROUGH MARCH 09 1998

NO	EMPLOYEE NAME	DEPT	JOB CLASSIFICATION	TYPE OF EMPLOYEE	SALARY GROUP	ACTION
(1)	CHRISTIE J	WASTE	#903 LANDFILL CLERK	REGULAR	1071	TAKEN
(2)	ELISON JOHN	WASTE	#904 STATION COLLECTION ATTEN	LABOR	\$15,724.53	NEWHIRE
(3)	DUFF JIM E	MGT	#904 STATION COLLECTION ATTEN	POOL	UNCLASSIFIED	EFFECTIVE 03-02-98
(4)	WILLIAM J	WASTE	#904 STATION COLLECTION ATTEN	LABOR	\$3.15	LAY-OFF
(5)	COLBURN THOMAS E	MGT	STATION COLLECTION ATTEN	POOL	UNCLASSIFIED	EFFECTIVE 03-02-98
(6)	THOMAS E	SHERIFF	#1037 DEPUTY PATROL	REGULAR	\$5.15	NEWHIRE
(7)	DENNIS ALLEN	SHERIFF	#1035 DETECTIVE	REGULAR	1871	EFFECTIVE 03-02-98
(8)	JAMES M	SHERIFF	#1035 DETECTIVE	REGULAR	184	PROMOTION TO #1033 CAPTAIN 2071 \$23,736.82
(9)	NETTLES	DEPT	#1035 DETECTIVE	REGULAR	\$23,109.64	EFFECTIVE 03-04-98
(10)	BRANDON	SHERIFF	#1035 DETECTIVE	REGULAR	182	PROMOTION TO #1035 DETECTIVE 1803 \$24,304.38
(11)	JASON	SHERIFF	#1037 DEPUTY PATROL	REGULAR	\$23,900.00	EFFECTIVE 03-04-98
(12)	BRIDGES	DEPT	DEPUTY PATROL	REGULAR	181	PROMOTION TO #1035 DETECTIVE 1871 \$23,317.70
(13)	BARBARA	J.P.#3	#108 COURT CLERK	REGULAR	\$21,122.56	EFFECTIVE 03-04-98
(14)	WATTS	J.P.#3	#108 COURT CLERK	REGULAR	114	RESIGNED
(15)	CAROL	J.P.#3	#108 COURT CLERK	REGULAR	\$17,785.08	EFFECTIVE 03-02-98
(16)	RILEY	J.P.#3	#108 COURT CLERK	REGULAR	114	PROMOTION TO #108 COURT CLERK REG.FIT 114 \$17,785.08
(17)	BETTY L	J.P.#3	#105 DEPUTY CLERK	TEMPORARY	\$17,785.08	EFFECTIVE 03-04-98
(18)	FORTUNE	J.P.#3	#105 DEPUTY CLERK	PART TIME	104(1)	PROMOTION TO REG.FIT #105 DEPUTY CLERK 1071 \$16,724.53
(19)	J.B	WASTE	#905 TRUCK DRIVER	REGULAR	1271	EFFECTIVE 03-04-98
(20)	BURROUGH JR	MGT	#1037 DEPUTY PATROL	REGULAR	\$17,259.48	RESIGNED
(21)	ROBERT GLENN	SHERIFF	#1037 DEPUTY PATROL	REGULAR	1871	PROMOTION TO #1035 DETECTIVE 1871 \$23,317.70
(22)	MANIS	DEPT	#1289 SOCIAL	LABOR	\$21,122.56	EFFECTIVE 03-04-98
(23)	BETTY	SOCIAL	#1289 AGING SERVICES WK #1	POOL	104(1)	RESIGNED
(24)	FORTUNE	SHERIFF	#1043 REGULAR	REGULAR	\$7.56	EFFECTIVE 03-02-98
(25)	THOMAS	SHERIFF	#1043 REGULAR	REGULAR	117(1)	DISMISSAL
(26)	HUCKAVAY	TELECOMMUNICATION OPER	PART TIME	PART TIME	\$7.95	EFFECTIVE 03-05-98

ADDITIONAL
ADDITIONAL

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 1997 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

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 10 day of March, 1998, 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 \$ 8,500 00 as per Attachment B

2 2 Payment 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 - NOT APPLICABLE

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 ensure that all expenditures and contracts conform to, are within and are authorized by the applicable laws, grant documents and federal/state/local regulations.
N/A

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 N/A

3) The Consultant shall establish and monitor procedures to comply with the required administration and enforcement of labor standards. N/A

4) The Consultant shall establish and monitor procedures to comply with the required administration and enforcement of labor standards. N/A

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 N/A

- 9) The Consultant shall aid the Client in the selection of other professionals were needed N/A
- 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 N/A
- 12) The Consultant shall establish an Environmental Review Record, including addendums to the Environmental Assessment where needed N/A
- 13) The Consultant shall assist in identifying, recording and responding to citizen complaints concerning the CDBG Program N/A
- 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 N/A
- 16) The Consultant shall assist the Client in meeting the Equal Opportunity requirements of the Grant
- 17) Prepare construction contracts which comply with Federal regulations Examples are Conflict of Interest, Access to Records, Copeland and Anti-kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (if contract over \$100,000), HUD Handbook (6500 3), OMB Circular A-102, Attachment O, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (if contract over \$10,000), Section 503, etc
- 18) Obtain contractor and subcontractor clearance from the State. N/A
- 19) Check weekly payrolls to ensure compliance with Wage Decisions. Conduct on-site interviews and compare the results with appropriate payrolls N/A
- 20) Monitor construction to ensure compliance with Equal Opportunity and Labor Standards Provisions. N/A

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 submittin the project completion report per agreed cost not to exceed \$ 8,500 00
- (b) No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damagés, 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 advertisement 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.

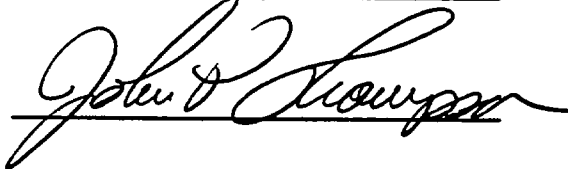
SIGNED AND ENTERED INTO THIS THE 10th DAY OF MARCH, 1998

CLIENT

CONSULTANT

COUNTY OF POLK, TEXAS

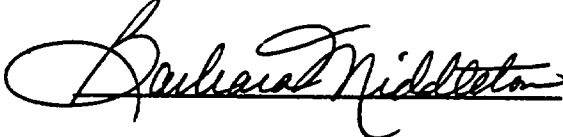
DAVID J. WAXMAN, INC.

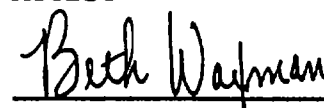



David J Waxman, President

ATTEST

ATTEST





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.

