



May 9, 2000  
10 00 a m

COMMISSIONERS COURT

# 38 of Polk County, Texas  
County Courthouse, 3rd floor  
Livingston, Texas

**NOTICE** is hereby given that a regular meeting of the Polk County Commissioners Court will be held on the date stated above at which time the following subjects will be discussed,

**Agenda topics**

- 1 CALL TO ORDER
  - 2 PUBLIC COMMENTS
  - 3 INFORMATIONAL REPORTS
    - A Resolution in support of Texas Travel Trails Regional Program sponsored by the Texas Historical Commission
  - 4 APPROVAL OF MINUTES of the Meeting of April 25, 2000
  - OLD BUSINESS
  - 5 CONSIDER DATA PROCESSING REQUEST FOR PURCHASE OF FIVE (5) YEAR EXTENDED MAINTENANCE AGREEMENT FOR AS400 FUNDING SAID PURCHASE BY ISSUANCE OF TIME WARRANT IN AN AMOUNT NOT TO EXCEED \$60,000 00 AT AN INTEREST RATE OF 5 4%, MATURING IN FIVE (5) YEARS
  - NEW BUSINESS
  - 6 CONSIDER APPROVAL OF PRECINCT 4 PERMANENT ROAD FUND EXPENDITURE, Clyde Clifton Rd - 7 mi Chip & Seal
  - 7 CONSIDER APPROVAL TO ADVERTISE FOR PRECINCT #1 PURCHASE OF DUMP TRUCK AND PUP TRAILER, WITH SALE OR TRADE-IN OF USED 1980 MACK TRUCK
  - 8 CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES  
(Pct 2) Lots 238 & 240, Wiggins Village #1, Lots 6 & 7, Block 10, Kickapoo Forest, Lot 54, Block 16, Paradise Acres #2  
(Pct. 4) Lot 10 Block 6, Dogwood Lake Estates #1, Lot 20, Block 4, Dogwood Lake Estates #1
  - 9 CONSIDER APPROVAL OF BUDGET AMENDMENTS
  - 10 APPROVE SCHEDULES OF BILLS
  - 11 APPROVE PERSONNEL ACTION FORMS
- ADJOURN

Dated May 3, 2000

Commissioners Court of Polk County, Texas  
By John P Thompson, County Judge

*John P Thompson*

I the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the 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 Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday May 3 2000 and that said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting

BARBARA MIDDLETON COUNTY CLERK

BY *Barbara Middleton* Deputy

FILED AND RECORDED  
PUBLIC RECORDS  
MAY -3 AM 10:05  
BARBARA MIDDLETON  
COUNTY CLERK POLK CO.



April 25, 2000

10 00 a m

**COMMISSIONERS COURT**

**of Polk County, Texas**

County Courthouse, 3rd floor  
Livingston, Texas

**Posting # 38**

**ADDENDUM**

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for May 9, 2000 at 10 00 A M

**AMEND TO ADD,**

12 CONSIDER APPROVAL OF AGREEMENT WITH CTA COMMUNICATIONS FOR COUNTY RADIO / 911 COMMUNICATION SYSTEMS STUDY AND EVALUATION, BASED UPON NON-BINDING ESTIMATE SUBMITTED

Commissioners Court of Polk County, Texas

Dated Friday, May 5, 2000

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

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday May 5 2000 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting

BARBARA MIDDLETON COUNTY CLERK

BY *Barbara Middleton*, Deputy

STATE OF TEXAS )  
COUNTY OF POLK )

DATE MAY 9, 2000  
"REGULAR" CALLED MEETING  
All Present

**"COMMISSIONERS COURT"**

BE IT REMEMBERED ON THIS THE 9<sup>th</sup> DAY OF MAY, 2000  
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR"  
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS  
PRESENT, TO WIT

JUDGE JOHN P THOMPSON, 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, & BILL LAW - COUNTY AUDITOR,  
THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY HAD,  
CONSIDERED & PASSED

- 1 JUDGE JOHN THOMPSON CALLED THE MEETING TO ORDER AND WELCOMED  
THE GUEST AT 10 00 A M  
Rev Thomas Kyle from the Pleasant Hill Church delivered the opening prayer
- 2 PUBLIC COMMENTS NONE
3. INFORMATIONAL REPORTS:
  - A MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
APPROVE "RESOLUTION" IN SUPPORT OF TEXAS TRAVEL TRAILS  
REGIONAL PROGRAM, SPONSORED BY THE TEXAS HISTORICAL  
COMMISSION  
ALL VOTING YES
  - B COMMISSIONER SMITH, REPORTED ON THEIR 27<sup>th</sup> ANNUAL BAR-B-QUE  
AND AUCTION FOR THE ONALASKA VOLUNTEER FIRE DEPT
  - C JAMES RICHARDSON- WASTE MANAGEMENT DEPT GAVE AN UPDATE ON  
AMOUNT OF REVENUE COLLECTED THIS YEAR
  - D JUDGE THOMPSON AWARDED ANNA QUINONES, (WITH SPECIAL  
RECOGNITION) HER "PLAQUE" FOR COMPLETION OF PROFESSIONAL  
DEVELOPMENT SERIES, EMERGENCY MANAGEMENT COURSES
- 4 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, APPROVAL  
OF MINUTES FOR MEETING (with noted corrections) OF APRIL 25, 2000.  
ALL VOTING YES

- 5 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, APPROVE REQUEST OF DATA PROCESSING, TO PURCHASE A FIVE (5) YEAR EXTENDED MAINTENANCE AGREEMENT FOR AS400, FUNDING SAID PURCHASE BY ISSUANCE OF TIME WARRANT IN AN AMOUNT NOT TO EXCEED \$60,000 00, AT AN INTEREST RATE OF 5 4%, MATURING IN FIVE (5) YEARS  
ALL VOTING YES (SEE ATTACHED)
- 6 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF PRECINCT #4 PERMANENT ROAD FUND EXPENDITURE, CLYDE CLIFTON ROAD 7 mile - CHIP & SEAL, IN THE AMOUNT OF (APPROX) \$17,500 00  
ALL VOTING YES
- 7 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL TO ADVERTISE FOR PRECINCT #1 - PURCHASE OF DUMP TRUCK & PUP TRAILER, WITH SALE OR TRADE-IN OF USED 1980 MACK TRUCK.  
ALL VOTING YES
- 8 A. PRECINCT #2,  
MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTIES, LOTS 238 & 240, OF WIGGINS VILLAGE #1, and LOTS 6 & 7, BLOCK 10, OF KICKAPOO FOREST, and LOT 54, BLOCK 16, OF PARADISE ACRES #2  
ALL VOTING YES  
B PRECINCT #4,  
MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY, LOT 10, BLOCK 6, OF DOGWOOD LAKE ESTATES #1, and LOT 20, BLOCK 4, OF DOGWOOD LAKE ESTATES #1  
ALL VOTING YES
- 9 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF BUDGET AMENDMENT # 2000-15  
ALL VOTING YES (SEE ATTACHED)
- 10 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL AND PAYMENT OF BILLS (BY SCHEDULE) PLUS ADDENDUM  
ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
4-17-2000	— 373 75	Void Ck#80 (TDCP#703150)
4-20-2000	\$240,000 00	Electronic Transfer Texpool Investments

DATE	AMOUNT	CHECK NUMBERS
4-20-2000	\$50 00	149839
4-24-2000	\$4,937 15	80 & 81, 281, 546, 548-550
4-26-2000	\$53,056 51	149840 - 149854
4-27-2000	\$187,965 85	149855 - 149872
5-01-2000	\$52,783 75	Electronic Transfers \$48 471 75 State Comptroller \$4,312 00 Texpool Investment
5-01-2000	\$5,956 25	282
5 01-2000	\$166,399 19	149873 - 149881
5 03 2000	\$58,897 53	Electronic Transfer (Emp W/H)
5-03-2000	\$5,918 00	Electronic Transfer Texpool Investment
5-03 2000	\$35,298 19	149882 - 150112
5-03 2000	\$132,792 75	150113 - 150250
5-08 2000	\$415 00	150251
5-08-2000	— 6 00	Void Ck #146521
5-08-2000	---0---	Void Ck #547
5-08-2000	\$493 14	551 - 554
Add 5-09-2000	\$73,386 16	To appear on future schedule

11 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
**APPROVAL OF PERSONAL ACTION FORMS, AS REVISED.**  
 ALL VOTING YES (SEE ATTACHED)

12 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS,  
**APPROVAL OF AGREEMENT WITH CTA - COMMUNICATIONS FOR COUNTY  
 RADIO / 911 COMMUNICATION SYSTEMS STUDY AND EVALUATION,**  
 BASED UPON NON-BINDING ESTIMATE SUBMITTED  
 ALL VOTING YES (SEE ATTACHED)

13 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
APPROVAL TO ADJOURN COURT THIS 9<sup>th</sup> DAY OF MAY, 2000 AT 10 20 AM  
ALL VOTING YES

  
JOHN P THOMPSON, COUNTY JUDGE

ATTEST

  
BARBARA MIDDLETON, COUNTY CLERK

C \WP51\COMMCRT 2000\MAY09 WPD

ITEM  
#3(A)

**RESOLUTION**

**COPY**

State of Texas	★	
	★	In Support of Polk County's Participation in the Application
County of Polk	★	Process for the Texas Travel Trails Regional Program

BE IT RESOLVED, that The Commissioners Court of Polk County convened in a regularly called session on the 9th day of May, 2000 in the Commissioners Courtroom of the Polk County Courthouse in Livingston, Texas with the following Members present and representing a quorum, John P Thompson, County Judge, B E "Slim" Speights, Commissioner, Pct 1, Bobby Smith, Commissioner, Pct 2, James J "Buddy" Purvis, Commissioner, Pct 3, R R "Dick" Hubert, Commissioner, Pct 4, Absent None, when and where, among other proceedings, passed the following

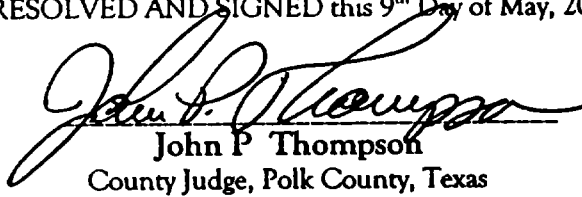
WHEREAS, the Polk County Chamber of Commerce is participating in the application process for the Texas Travel Trails Regional Program which is sponsored by the Texas Historical Commission, and

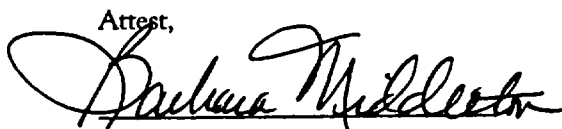
WHEREAS, the Texas Travel Trails is a community based effort designed to assist local government and organizations in preserving, enhancing and marketing heritage attractions along designated trails, and

WHEREAS, the tourism industry provides a vital portion of the income supporting County's economy and the Texas Travel Trails Program will strengthen the heritage and cultural components of the tourism experience in Polk County

NOW, THEREFORE, BE IT RESOLVED and decreed that This Commissioners Court offers unanimous support to the Polk County Chamber of Commerce application to the Texas Travel Trails Regional Program

RESOLVED AND SIGNED this 9<sup>th</sup> Day of May, 2000

  
John P Thompson  
County Judge, Polk County, Texas

Attest,  
  
Barbara Middleton, County Clerk

*Item #5*

# IBM. Statement of Work for Services

## ServiceSuite

### 1. Scope of Services

We will provide to you the Services described in this Statement of Work for the Machines we specify (called "Eligible Machines") We will identify the Eligible Machines, the Services that apply to them, and the charges for these in a Schedule to this Statement of Work. The Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment or a portion thereof which may be resident at multiple sites or a single building.

These Services are available for Machines used solely for business, professional or trade purposes and not for personal, family, or household purposes. You agree that for on-site Services your Specified Location is neither a home nor home office.

Machine maintenance Services will include correction of date related errors only if the Machines are IBM Machines whose Specifications state that they are "Year 2000 Ready." "Year 2000 Ready" means that the IBM Machine when used in accordance with IBM associated documentation is capable of correctly processing, providing and/or receiving date data within and between the twentieth and twenty first centuries, provided that all products (for example hardware, software and firmware) used with the IBM Machine properly exchange accurate date data with it. All other included Services do not address the capability of your systems to handle date data within and between the twentieth and twenty first centuries. You acknowledge that it is your responsibility to assess your current systems and take appropriate action to migrate to Year 2000 ready systems. Please refer to IBM Product Specifications or IBM's Internet venue at <http://www.ibm.com/year2000> to determine whether IBM Products are Year 2000 ready.

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work and its Schedules, 2) supplemental terms referenced herein, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us) identified below.

Agreed to (Customer Company)  
POLK COUNTY

Agreed to  
International Business Machines Corporation

By *William H. Law*  
Authorized signature

By \_\_\_\_\_  
Authorized signature

Name (type or print):  
*WILLIAM H. LAW  
COUNTY AUDITOR*

Name (type or print):

Date: *4/28/2000*

Date:

Customer Company address  
TAX OFF  
416 N WASHINGTON  
LIVINGSTON, TX 773512838

Statement of Work number  
Agreement number:  
IBM Services Assistant number: Q0102YKL

Telephone number  
Billing address  
POLK COUNTY COURTHOUSE  
COUNTY AUDITOR  
101 W CHURCH  
LIVINGSTON, TX 773513248

Customer Company number: 07223608  
IBM address:  
ATTN: MICKEY DALTON  
1177 BELTLINE RD  
COPPELL, TX 75019

After signing, please return a copy of this Statement of Work to the "IBM Company address" shown above.



**2 Contract Period**

Start Date 05/01/2000

End Date 04/30/2005

Eligible Machines Specified Locations or new Services added to this Statement of Work following its Start Date will assume the remaining portion of the existing contract period

Renewal Contract Period (years) 5

We will renew the Services that apply to each Specified Location on the Contract Period End Date for the number of years (called the "Contract Period") specified above. Thereafter we will automatically renew for same length periods unless you notify us in advance of your desire to change the length of the renewal. Charges will be recalculated based on the length of the Renewal Contract Period and each subsequent renewal period. Either of us can select not to renew by providing written notification (at least one month prior to the end of the current contract period) to the other of their decision not to renew.

**3. Your Responsibilities**

You agree

- 1 to provide us with an Inventory in which you identify all Eligible Machines to be covered at each Specified Location. All Eligible Machines of the same type at a Specified Location must be included in the coverage. You also agree to identify all Eligible Machines for which we are to provide warranty service,
- 2 to notify us whenever you wish to add Eligible Machine types to an existing Specified Location or set up new Specified Locations
- 3 to ensure that any access codes we provide to you are used only by those who are authorized to do so
- 4 to provide us with information we request which is related to our provision of these Services to you and notify us of any changes
- 5 to use any electronic diagnostic and service delivery facilities we provide to you only in support of Eligible Machines identified in the Schedule to this Statement of Work
- 6 that electronic access to our support centers and certain databases may require a separate network services agreement for an additional charge
- 7 to pay any communications charges associated with accessing these Services unless we specify otherwise
- 8 to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise and
- 9 that your acceptance of any software Services does not alter your responsibilities for DSLO licenses

**4 Mutual Responsibilities**

If at any time either of us requests a review of the inventory count each of us will cooperate in updating the last formal inventory

**5 Services Program License**

The following terms apply to each Program we provide with a Service that is not otherwise accompanied by a license agreement

We grant you a nonexclusive license to use the Program on the Eligible Machine we designate to assist us in problem determination or other system support in conjunction with these Services

If we do not supply a backup copy, you may make one copy of the Program for backup purposes provided you reproduce the copyright notice and any other legend of ownership on the copy. The backup copy is subject to the same terms as the original. You may not 1) modify the Program's machine readable instructions or data or merge them into another Program 2) reverse assemble

reverse compile or otherwise translate the Program, 3) sublicense, assign or transfer the license for the Program or 4) distribute the Program to any third party. We provide the Program WITHOUT WARRANTIES OF ANY KIND.

Your license terminates when 1) the Service terminates, is withdrawn or expires and is not renewed, 2) the Program is no longer needed to perform the Service, or 3) the Eligible Machine which we designated for the Program is removed from productive use within your Enterprise.

We may terminate your license if you fail to comply with these terms.

Upon termination, you agree to destroy the Program and any backup copy you were given or made.

## 6. Automatic Inventory Increases

We will automatically increase the inventory count at a Specified Location whenever:

1. an Eligible Machine is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the contract period. IBM Machines specifically excluded from coverage at contract period start will remain outside the scope of this Statement of Work unless you request we add them during the contract period. However, all Eligible IBM Machines added to your inventory during the contract period will be included in the inventory count and receive maintenance Services as set out in this Section, or
2. an Eligible Non-IBM Machine of the same type as other Non-IBM Machines already covered at that Specified Location is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the contract period.

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type.

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at the date of actual installation and will be covered at the same Warranty Service Upgrade support level.

## 7. Charges and Payment

Your charges are calculated taking into account your Machine volumes, Service selections, and payment options.

Since you have selected to prepay for the entire contract period, you will not be subject to increases in charges (during that period) for included Eligible Machine configurations and Services. All newly added Eligible Machines and Services, as well as changes to existing Eligible Machine configurations and Services, will assume the charge rate that applied for these at contract period start. Eligible Machines and Services that become generally available during the contract period will be added at the charge rate that applied on their initial availability date. If you elect to have these charge terms apply for your Renewal Contract Period charges (as recalculated at the start of each renewal period), you must provide us written notification (at least one month prior to start of the renewal period) and prepayment for the entire renewal period. Otherwise, charges for the renewal period will revert to a quarterly billing cycle and the following will apply throughout the renewal period:

1. we may revise charges in accordance with the terms of our Agreement, however, any rate increases will not take effect until the next yearly anniversary of the start of the contract period.
2. all newly added Eligible Machines and Services, as well as changes to existing Eligible Machine configurations and Services, will assume the charge rate that applied for these at the previous yearly anniversary of the start of the contract period, and
3. Eligible Machines and Services that become generally available during the renewal period will be added at the charge rate that applied on their initial availability date.

Total Services charges may be adjusted whenever

- 1 a review of the inventory count indicates a change from the last accounting or
- 2 a Specified Location Eligible Machine type, or Service is added, deleted, or changed

For all Service charges based on usage upon our request you will provide us with the actual meter reading recording the actual usage

**8. Termination**

You have committed to continue Services for the entire contract period. However, you may terminate Services for an Eligible Machine, on notice to us. If you permanently remove it from productive use within your Enterprise. Otherwise, if you choose to terminate Services and these are not being replaced by equivalent Services, you may do so by providing us one month's written notice after the Services have been covered under this Statement of Work for at least one year, and paying an adjustment fee equal to 5 months' charges.

After allowing for applicable adjustments, you will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with the provisions of this Statement of Work.

**9. Satisfaction Guarantee**

If, for any reason, you are not completely satisfied with a Service we provide to you under this Statement of Work, notify us in writing within one month of the time you first become dissatisfied. We will try to resolve the problem to your satisfaction. If we are unable to do so, you will receive a credit equal to the prorated charge for the Service for the period of time you were dissatisfied.

**10. ServiceSuite Base Service Package**

**\* MAINTENANCE SERVICES**

**Maintenance of IBM Machines**

We will provide Service for Machines, as described in our Agreement, for those Eligible IBM Machines specified in the Schedule.

### IBM Schedule for Services

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the Identified Services as described in the referenced Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM International Customer Agreement (or any equivalent agreement signed by both of us and identified below)

Name and Address of Customer:  
POLK COUNTY  
TAX OFF  
418 N WASHINGTON  
LIVINGSTON, TX 773512838

Agreement No  
Contract No  
IBM Services Assistant No G0102YKL

Enterprise No.  
Customer No 07223008

Customer Billing Address:  
POLK COUNTY COURTHOUSE  
COUNTY AUDITOR  
101 W CHURCH  
LIVINGSTON TX 773513248

Charge Period  
Start Date 05/01/2000  
End Date 04/30/2005  
Total Charges \$59 175 03

Charges and Payment Plan  
\$59 175 03 Contract Period prepayment

The parties need not sign this schedule, unless either of us requests it.

Agreed to: (Customer Company)  
Company Name: POLK COUNTY

Agreed to: (IBM Company)  
International Business Machines Corporation

By William H Law

By \_\_\_\_\_

Authorized signature

Authorized signature

Name (type or print)

Name (type or print):

County Auditor

Date 4/28/2000

Date.

### IBM Schedule for Services

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Enterprise Total for Charge Period by Customer Number

Customer No	Location	Charges
00861896		\$1,879 60
01134149		\$21 702 91
06385223		\$5,087 93
07223608	LIVINGSTON, T	\$29,259 88
08484095		\$1,235 21
	Total	<u>\$59 175.03</u>

**IBM Schedule for Services**

Eligible Machine				Maintenance Service					
Manufacturer		Machine		Qty	Type of Repair #	#	Charges*	Charges Start**	Charges Stop**
Type	Model	Serial							
Customer No / Location.									
IBM	4230	4S3	00681896 0000DY808	1	B	1	\$1,879 80	09/21/1998	
							<u>Total</u>		
							\$1,879 80		
Customer No / Location.									
IBM	7852	402	01134149 0042P8111	1	F	1	\$137 90	W 10/28/2000	
IBM	9406	720	0000477XM	1	B	1	\$21,665 01	W 10/28/2000	
							<u>Total</u>		
							\$21 702 91		
Customer No / Location.									
IBM	7208	232	08385223 0000W0333	1	B	1	\$4 702 42	09/22/2000	
IBM	9309	002	0000B8401	1	B	1	\$395 51	09/22/2000	
							<u>Total</u>		
							\$5 097 93		
Customer No / Location.									
IBM	3996	A43	07223808 LIVINGSTON, T 000020608	1	B	1	\$8 096 78	02/01/1997	
IBM	4230	4S3	0000DG057	1	B	1	\$1 879 80	01/27/1996	
IBM	4230	4S3	0000DG102	1	B	1	\$1 879 80	01/27/1996	
IBM	6262	T12	000053208	1	B	1	\$10 723 31	09/22/2000	
IBM	9348	D01	000019604	1	B	1	\$6 680 09	09/22/2000	
							<u>Total</u>		
							\$29 259.38		
Customer No / Location:									
IBM	5494	EXT	08484095 0000U9878	1	B	1	\$1,235 21	12/17/1999	
							<u>Total</u>		
							\$1,235 21		

**IBM Schedule for Services**

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**Legends**

**# Type of Repair Service**

- A) On-Site Repair Service Monday through Friday (except holidays) 8am to 5pm
- B) On Site Repair 7 days a week 24 hrs/day
- F) On-Site Exchange Service Monday through Friday (except holidays) 8am to 5pm
- G) On-Site Exchange Service 7 days a week, 24 hrs/day
- X) EasyServ (remotely delivered services)

**## Maintenance Services**

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Services Upgrade
- 4) Warranty Service Support for SUN Microsystems Machines

\* Charges shown are for Charge Period

-An (E) indicates a Machine that has been announced as withdrawn from generally Maintenance Service

-An (O) indicates One Time Charge

-An (W) indicates a Machine/Model/Feature under Warranty

\*\* Charges Start/Stop dates shown are those that differ from the Contract Period Star/End Dates

\*\*\* These Programs are subject to the Service Program License Section of the referenced Statement of Work



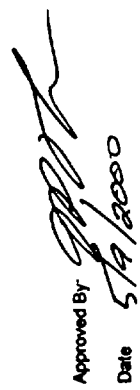


*Item #19*  
May 9 2000

POLK COUNTY  
By Bill Law County Auditor

Budget Revision  
#2000-15

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-271-000	General Fund Balance		10 000 00	Per Judge Thompson/Sheriff Nelson	25 000 00	35 000 00	10 000 00
010-560-454	Vehicle Repair	10 000 00		Per Judge Thompson/Sheriff Nelson			
010-330-695	NOAA Weather Radio	2 500 00		Per Bill Law	29 500 00	32 000 00	2 500 00
010-691-467	Capital Credit Expenditures	215 00		Per Judge Thompson	9,284 00	9 499 00	215 00
010-552 572	Equipment	115 00		Per Bill Cunningham	360 00	475 00	115 00
010-552-300	Uniforms	100 00		Per Bill Cunningham	152 77	252 77	100 00
010-552-427	Travel/Training		215 00	Per Bill Cunningham	487 23	272.23	-215 00
015-271-000	R & B Fund Balance		2691 56	Per CC & Judge Thompson			
015-360-200	Miscellaneous Revenue	91 538 27		Per Judge Thompson/Bill Law	-868.39	92 406 66	91 538.27
015-369-100	Reimburse Road Materials	2 516 00		Per Silm Speights	-35 971 19	-38 487 19	-2 516 00
015-621 339	Road Materials/Construction	5 207 56		Per Silm Speights	208 350 58	213 558 14	5 207 56
015-625-101	Emergency Road Repair	22 280 42		Per Judge Thompson/Bill Law	57 106 00	79 386 42	22,280 42
015-625-102	Emergency Road Repair	20 577 80		Per Judge Thompson/Bill Law	52 743 00	73 320 80	20 577 80
015-625-103	Emergency Road Repair	25 530 02		Per Judge Thompson/Bill Law	65 436 00	90 966 02	25 530 02
015-625-104	Emergency Road Repair	23 150 03		Per Judge Thompson/Bill Law	59 335 00	82 485 03	23 150 03
032-595-489	Contingencies		10 000 00	Per James Richardson	24 605 14	14 605 14	10 000 00
032-595-400	Professional Services	10 000 00		Per James Richardson	6 600 00	16 600 00	10 000 00
070-995-390	Construction	5 520 00		Per Judge Thompson	36 487 70	42,007 70	5 520 00
Total		26 141 56	22 906 56				

Approved By   
Date 5/9/2000

TCDDP #703150	80	88-548/1131	
			DATE 4-17-00
PAY TO THE ORDER OF M. C. Hughes Oil Company			\$ 373 75*
Three hundred seventy-three and 75/100-			DOLLARS
<div style="font-size: 2em; font-weight: bold;">K O L</div>			
			Nela Renbren
			Shirley Cawend
			447005041
			333054650

*John H. Thompson*

FIRST STATE BANK  
 24 HOUR BANK BY PHONE 4095 EAST-WAY  
 303 1277 Leveaux, TX 77601 4095 327-2111  
 901 1278 Brouhard, TX 77607 4095 525-2417



DATE 04/20/2000 ELECTRONIC FEDERAL TAX PAYMENTS YCH011 PAGE 1

REF #	VEN #	VENDOR NAME	AMOUNT
ACH102		TEXPOOL	\$240 000 00
		TOTAL AMOUNT	\$240 000 00

VERBODEN

8888 010-151-000 INVESTMENTS  
8888 010-151-000 INVESTMENTS

TRANSFER TO  
TRANSFER TO

GENERAL  
FUND 5 101000 04/20/00 H H 07

100 000 00  
100 000 00  
200 000 00

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	50 00
TOTAL OF ALL FUNDS	50 00



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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	4 006 00
028 POLK COUNTY HISTORICAL COMM	293 06
084 BIG THICKET BRIDGE PROJECT	638 09
TOTAL OF ALL FUNDS	4 937 15

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

U H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*U H Law*

*John H. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	29 351 77
015 ROAD & BRIDGE ADM	5 607 96
032 ENVIRONMENTAL SERVICES	2 001 00
051 AGING DEPT	8 159 53
070 ENV SERVICE - 94 CD ISSUE	7 936 25
TOTAL OF ALL FUNDS	53 056 51

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

*W H Law*

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*John H. Thompson*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	102 388 38
015	ROAD & BRIDGE ADM	27 949 64
027	SECURITY FUND	888 64
032	ENVIRONMENTAL SERVICES	9 019 24
048	DISTRICT ATTY SPECIAL FUND	3 424 74
051	AGING DEPT	5 132 16
061	DEBT SERVICE FUND	8 978 72
083	MUSEUM OPERATING FUND	283 97
101	ADULT SUPERVISION	18 000 14
104	DTP - CSR	343 25
108	CCP - SURVEILLANCE	2 000 67
109	SPECIALIZED CASELOAD CCP	988 70
184	JUVENILE PROBATION	2 450 86
185	CSAP - JUVENILE PROBATION	5 896 74
<b>TOTAL OF ALL FUNDS</b>		<b>187 965 85</b>

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

V H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*[Signature]*  
*[Signature]*

REF # VEN # VENDOR NAME AMOUNT

ACH103 STATE COMPTROLLER OF PUBLIC AC \$48 471 75

ACH104 TEXPOOL 54 312 00

TOTAL AMOUNT \$52 783 75 ✓

STATE COMPTROLLER OF PUBL

2000	088-207-100	088	088-207-100	088	088-207-100	088	088-207-100	088	088-207-100	088	088-207-100
2000	088-207-200	088	088-207-200	088	088-207-200	088	088-207-200	088	088-207-200	088	088-207-200
2000	088-207-300	088	088-207-300	088	088-207-300	088	088-207-300	088	088-207-300	088	088-207-300
2000	088-207-400	088	088-207-400	088	088-207-400	088	088-207-400	088	088-207-400	088	088-207-400
2000	088-207-500	088	088-207-500	088	088-207-500	088	088-207-500	088	088-207-500	088	088-207-500
2000	088-207-600	088	088-207-600	088	088-207-600	088	088-207-600	088	088-207-600	088	088-207-600
2000	088-207-700	088	088-207-700	088	088-207-700	088	088-207-700	088	088-207-700	088	088-207-700
2000	088-207-800	088	088-207-800	088	088-207-800	088	088-207-800	088	088-207-800	088	088-207-800
2000	088-207-900	088	088-207-900	088	088-207-900	088	088-207-900	088	088-207-900	088	088-207-900
2000	088-207-999	088	088-207-999	088	088-207-999	088	088-207-999	088	088-207-999	088	088-207-999

088	088-207-100	088	088-207-100	088	088-207-100	088	088-207-100	088	088-207-100	088	088-207-100
088	088-207-200	088	088-207-200	088	088-207-200	088	088-207-200	088	088-207-200	088	088-207-200
088	088-207-300	088	088-207-300	088	088-207-300	088	088-207-300	088	088-207-300	088	088-207-300
088	088-207-400	088	088-207-400	088	088-207-400	088	088-207-400	088	088-207-400	088	088-207-400
088	088-207-500	088	088-207-500	088	088-207-500	088	088-207-500	088	088-207-500	088	088-207-500
088	088-207-600	088	088-207-600	088	088-207-600	088	088-207-600	088	088-207-600	088	088-207-600
088	088-207-700	088	088-207-700	088	088-207-700	088	088-207-700	088	088-207-700	088	088-207-700
088	088-207-800	088	088-207-800	088	088-207-800	088	088-207-800	088	088-207-800	088	088-207-800
088	088-207-900	088	088-207-900	088	088-207-900	088	088-207-900	088	088-207-900	088	088-207-900
088	088-207-999	088	088-207-999	088	088-207-999	088	088-207-999	088	088-207-999	088	088-207-999

TEXPOOL 2000 090-151-300 INVESTMENT- DRUG SE TRANSFER TO DRUG SEIZURE 04/27/00 N N 07 4 312 00

*John P. Thompson*



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	5 956 25
TOTAL OF ALL FUNDS	5 956 25

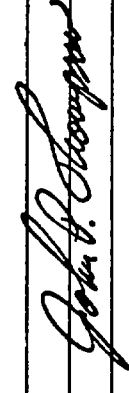
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

W H LAW



COUNTY AUDITOR

JOHN THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	96 088 35
015	ROAD & BRIDGE ADM	22 810 21
027	SECURITY FUND	620 40
032	ENVIRONMENTAL SERVICES	6 391 69
048	DISTRICT ATTY SPECIAL FUND	665 35
051	AGING DEPT	1 852 60
083	MUSEUM OPERATING FUND	91 92
088	JUDICIARY FUND	13 792 86
101	ADULT SUPERVISION	14 850 23
108	CCP - SURVEILLANCE	1 758 76
109	SPECIALIZED CASELOAD CCP	646 06
184	JUVENILE PROBATION	1 611 95
185	CCAP - JUVENILE PROBATION	5 219 01
TOTAL OF ALL FUNDS		166 399 19

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*W H Law*

*John P. Thompson*

DATE 08/03/2000 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF # VEN # VENDOR NAME AMOUNT  
 ACH106 FIRST STATE BANK \$58 897 53  
 TOTAL AMOUNT \$58 897 53

FIRST STATE BANK						
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	70	244 87
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	80	874 08
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	90	448 04
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	00	878 06
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	10	70 98
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	20	488 17
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	30	151 80
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	40	138 85
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	50	194 87
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	60	85 73
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	70	142 00
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	80	324 84
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	90	149 43
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	00	155 87
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	10	113 87
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	20	230 34
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	30	1 207
21 897 48						
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	40	7 84
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	50	7 84
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	60	7 84
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	70	157 43
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	80	800 88
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	90	48 00
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	00	281 73
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	10	102 48
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	20	424 46
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	30	886 44
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	40	159 38
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	50	149 48
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	60	146 71
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	70	86 84
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	80	1 743 87
14 893 48						
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	90	878 44
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	00	901 90
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	10	683 93
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	20	946 74
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	30	32 44
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	40	44 44
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	50	4 078 44
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	60	1 379 24
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	70	29 95
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	80	478 07
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	90	261 94
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	00	97 58
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	10	552 31
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	20	374 41
8888 01-040-100	SALARIES PAYABLE	FICA/AM PFE 041500	041500	01/28/00 M N 07	30	1 388 23

*John D. Thompson*

DATE 05/03/2000 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF #	VEN #	VENDOR NAME	AMOUNT
ACH105		TEXPOOL	\$5 918 00
		TOTAL AMOUNT	\$5 918 00

TEXPOOL

8888 878-151-300 INVESTMENT- CRUS BE TRANSFER TO

DUHS SEIZURE 05/03/00 N 00

5,918 00

5,918 00

*John D. Langston*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	25 092 58
015 ROAD & BRIDGE ADM	443 72
032 ENVIRONMENTAL SERVICES	5 754 37
051 AGING DEPT	455 41
061 DEBT SERVICE FUND	2 539 20
068 JUDICIARY FUND	137 91
093 CO CLERK RECORDS MGMT FUND	875 00
TOTAL OF ALL FUNDS	35 298 19

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*W H Law*

*John H. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	45 210 80
015 ROAD & BRIDGE ADM	46 583 99
032 ENVIRONMENTAL SERVICES	10 825 91
040 LAW LIBRARY FUND	40 00
049 DISTRICT ATTY HOT CHECK FUND	34 54
051 AGING DEPT	11 213 86
061 DEBT SERVICE FUND	18 374 05
093 CO CLERK RECORDS MGMT FUND	509 60
TOTAL OF ALL FUNDS	132 792 75

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

*W. H. Law*

W H LAW

*John P. Thompson*

COUNTY AUDITOR  
JOHN THOMPSON  
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	415 00
TOTAL OF ALL FUNDS	415 00

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

*W. H. Law*

W H LAW  
COUNTY AUDITOR  
JOHN THOMPSON  
COUNTY JUDGE

*John P. Thompson*

STATE OF TEXAS  
 COUNTY OF POLK  
 COUNTY CLERK  
 145521  
 AMOUNT \$5.00  
 DATE 11/18/99  
 CHECK NO 44551  
 \*\*\* \*\* \*8 DOLLARS 00 CENTS  
 CHARLOTTE SCARR  
 77351  
 POLK COUNTY, TEXAS  
 COUNTY TREASURER  
 NON-NEG  
 11/18/99

VENDOR 090088  
 JUROR  
 11/18/99  
 6 00  
 010-435-485  
 TOTAL AMOUNT 6 00  
 CHECK # 145521  
 PLEASE DETACH BEFORE DEPOSITING  
 POLK COUNTY, TEXAS 77351

*John D. Thompson*



547

88-546/1131

**POLK COUNTY HISTORICAL COMM**  
 C/O NOLA RENEAU  
 POLK COUNTY COURTHOUSE 409-327-8816  
 LIVINGSTON, TX 77351

Date \_\_\_\_\_

Pay to the Order of *John D. Thompson* \$ \_\_\_\_\_ Dollars

**FIRST STATE BANK**  
 24 HOUR BANK BY PHONE (409) 687-5411  
 P.O. Box 1577 Livingston, TX 77351 (409) 621-5211  
 P.O. Box 1575 Livingston, TX 77351 (409) 621-5241

For *paid* **⑆ 1 3 1 0 5 4 6 5 ⑆ 0 5 4 7 ⑆ 1 2 9 0 5 6 ⑆**

GUARANTEED SAFETY GREEN CHECK

*John D. Thompson*

SCHEDULE OF BILLS G. FUND

FUND DESCRIPTION	DISBURSEMENTS
028 POLK COUNTY HISTORICAL COMM	493 14
TOTAL OF ALL FUNDS	493 14

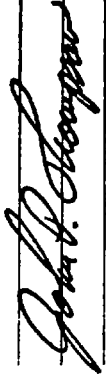
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

W H LAW



COUNTY AUDITOR

JOHN THOMPSON



COUNTY JUDGE

Addendum Schedule of Bills for Court Dated 5/9/2000

FY 2000

Hoot s Loader Service	\$29,797 20	R & B 1 2,4
Bobby Smith	\$249 65	R & B Admin
Crown Broadcast	\$25,208 00	NOAA Weather Radio
Holiday Inn Express	\$124 30	Sheriff Department
East Texas Police Academy	\$140 00	Sheriff Department
John Sanders	\$75 00	Sheriff Department
Brandon Lovell	\$75 00	Sheriff Department
Anna Quinones	\$199 00	Emergency Management
Richards Electric	\$360 57	Sheriff Department
City of Lufkin	\$215 00	Capital Credit Exp
Hydrex Environmental	\$5,520 00	CO Issue
East Texas Asphalt	\$727 98	R & B 4
Thomas Supply	\$3,535 91	R & B 4
Pinto Construction	\$6,088 55	R & B 2
Lynn Hendrix	\$850 00	R & B 1
Molly Locke	\$150 00	Social Services
Mary Thompson	\$70 00	Social Services

---

TOTAL \$73,386 16

*John D. Thompson*

DATE APRIL 25, 2000 THROUGH MAY 09, 2000

EMPLOYEE	DEPT	JOB	TYPE OF	SALARY GROUP	ACTION
(1) TIMOTHY TRIMBLE	WASTE MANAGEMENT	#904 COLLECTION STAT ATTEND	LABOR POOL	UNCLASSIFIED \$5 15	TRANSFER TO REGULAR PARTTIME UNCLASS \$5 15 #000 HRS EFFECTIVE 04/11/00 5/10/00 RECLASSIFIED TAKEN
(2) RAYMOND ROBERTS	WASTE MANAGEMENT	#904 COLLECTION STATION ATTEN	LABOR POOL	UNCLASSIFIED \$5 15	NEW-HIRE EFFECTIVE 05/05/00
(3) ROBERT BERRY	WASTE MANAGEMENT	#904 COLLECTION STATION ATTEN	REGULAR LABOR POOL	UNCLASSIFIED \$5 41	RESIGNED EFFECTIVE 05/05/00
(4) JAMES BYRD	SHERIFF	#1037 DEPUTY PATROL	REGULAR FULL TIME	102 \$22,756.59	RESIGNED EFFECTIVE 05/01/00
(5) CHARLENE FAULKNER	WASTE MANAGEMENT	#903 LANDFILL CLERK	REGULAR FULL TIME	101 \$18,520.87	PROMOTE TO #902 OFFICE MANAGER 142 \$20,515.16 EFFECTIVE 05/04/00 5/10/00
(6) STEVE MCENTYRE	WASTE MANAGEMENT	#903 LANDFILL CLERK	LABOR POOL	10(1) \$7.94	PROMOTE TO #903 LAND FILL CLERK 102 \$15,943.97 EFFECTIVE 05/04/00 5/10/00
(7) ARLENE FOSTER	WASTE MANAGEMENT	#902 OFFICE MANAGER	REGULAR FULL TIME	142 \$20,815.16	RESIGNED EFFECTIVE 05-12/00
(8) PEGGY HARRISON	JAIL	#1056 CORRECTIONS OFFICER	REGULAR FULL TIME	12(1) \$18,238.30	RESIGNED EFFECTIVE 05-07-00
(9) IMOGENE LOLLAR	DISTRICT CLERK	#104 CHIEF DEPUTY DISTRICT CLR	REGULAR FULL TIME	15(8) \$25,110.02	RETIRED GOING TO LABOR POOL PERSONNEL #102 SECT 9(1) \$7.96 EFFECTIVE 05/01/00
(10) STEVE MCENTYRE	WASTE MANAGEMENT	#904 COLLECTION STATION ATTEN	LABOR POOL	UNCLASSIFIED \$5 15	RESIGNED EFFECTIVE 05/15/00
(11)					
(12)					
(13)					
(14)					
(15)					
(16)					
(17)					
(18)					
(19)					
(20)					
(21)					

*THM*

#12



COMMUNICATIONS

3 May 2000

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

Re Consulting Services for Radio Communications System and 911 Investigation  
CTA Commission No 92181

Dear Mr Smith

Thank you for talking with Walt Karvetski and Mike Dye last week, and please pass on my thanks to Amanda, as well She was very helpful in getting everyone together

Walt and Mike are planning to travel to Polk County the week of May 22 26, 2000 During this week they will investigate your present situation and at the end be able to create for you a report on the existing situation and define the direction and goals for where your County and Cities need to be moving

You requested that I provide you with a "non-binding" estimate for CTA's participation in studying your present radio system and 911 situation. Rather than just give you a number I have put together a brief description of the services we envision.

I should explain what we have discovered concerning the travel costs We should not book the travel until we have a written agreement from you. If we are able to make the arrangements by May 12, we can get the airfare for approximately \$500 per person. Any later than that the airfare will be \$1,200 per person and greatly increase those costs

I have included a Scope of Work and a Basis that apply to this estimate We can discuss further phases you may need to consider during the week they are out there We will, of course, be pleased if you decided to utilize our services through system acceptance and will address that question at a later date

We appreciate this opportunity to submit this proposal to you and hope that you find it satisfactory It will remain valid for sixty (60) days.

If you find this proposal acceptable, an executed copy of this letter, together with the attachments can serve as our Agreement.

VOL 46 PAGE 558

Mr Bobby Smith  
3 May 2000  
Page Two

If you have any questions, please do not hesitate to contact me.

Sincerely

CTA Communications, Inc.

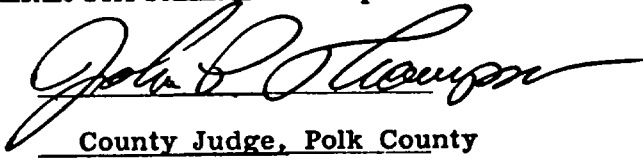
  
Robert T Forrest, PE  
President

Copy Walter Karvetski  
James M Dye ENP

Attachments Fee Estimate and Scope  
Standard Terms and Conditions  
Billing Rates Schedule for 2000

Acceptance for Polk County, Texas

I hereby authorize CTA Communications to perform the Work described herein,

Signature 

Title County Judge, Polk County

Date May 9, 2000

**POLK COUNTY  
RADIO AND 911 PROJECT**

**FEE ESTIMATE**

**Phase 1, Investigation**

Based on CTA - Communications billing rates attached to this document we estimate the following fees for the scope described below

	<u>Services</u>	<u>Travel &amp; Expenses</u>
Non-Binding Fee Estimate	\$6,000 00	\$1800 00-\$2500 00 *

\* - Travel and living only, times a factor of 1.1 for administration purposes

**SCOPE OF WORK**

We propose the following approach based in general on the requirements gathered from the conversations with County personnel, and our previous experience with similar projects

Following is a description of the tasks that we envision for this process

**PHASE 1 INVESTIGATION**

Our engineers will review existing system and operational data from the users and maintenance personnel. In conjunction with this review we will request the latest information on the present systems and operations. Some of the parameters that may need clarification from the County could be

- Channel and loading requirements
- Types and capabilities of radio units needed
- Quantities of present and future radios
- Quantities and functions of consoles
- CAD capabilities and interface requirements
- System functionality
- 911 Requirements
- Interoperability Requirements
- And other system design elements

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CTA will participate in system review meetings in Onalaska involving key County and City management personnel and representative front-line Department/Agency personnel. The goal of this task is to outline the project objectives and methodology and solicit advice and assistance of all attendees. These meetings will introduce Polk County representatives, as well as the CTA personnel assigned. The goal is to establish close working relationships among all parties. We anticipate that one and one-half days will be required for these system review meetings and would begin on the afternoon of May 22 2000.

We will also conduct limited on-site facility and operational surveys. CTA engineers need sufficient interview results to firmly establish realistic Polk County requirements. We will directly observe dispatch center operations, and record our observations for the purpose of analyzing existing procedures. CTA engineers will visit the existing radio sites in order to obtain first hand information on the types of equipment at sites, its general condition and the overall conditions at the sites. We anticipate the facility and operations survey to take place on May 24 2000.

In the afternoon of May 24, 2000, we will meet again with key County and City personnel to discuss our findings and explore alternatives.

We will document our findings with a 5-8 page letter report within 10 working days after CTA team returns to Lynchburg.



**POLK COUNTY  
RADIO AND 911 PROJECT**

**BASIS OF PROPOSAL**

In order to control and reduce costs, CTA proposes a well-defined scope of work and responsibility for both parties. Our scope of work and the extent of County responsibility are based on the following

- 1 CTA's letter report will generally document current problems/concerns along with equipment, radio system, 911 and implementation recommendations
- 2 The County will make available its resources, including facilities and personnel, as described herein so that any surveys and interviews can be performed as scheduled.
- 3 The County will provide formally requested information in a timely manner. This information will be in a usable tabular form, or in a spreadsheet file format.
- 4 The attached CTA Standard Terms and Conditions (April 2000) and 2000 Billing Rates form part of this document.

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**CTA Communications  
FEE SCHEDULE  
2000**

For contracted services through March 31, 2001 the following rates apply

**BILLING RATES**

Project Manager	\$127 00/hour
Senior Engineer	\$116 00/hour
Senior Communications Specialist	\$95 00/hour
Staff Engineer	\$80 00/hour
Communications Specialist	\$70 00/hour
Drafting	\$63 00/hour
Technical Editing/Writing	\$64 00/hour
Clerical	\$32 00/hour
Computer Analysis	\$30 00/hour
CADD work (Including Operator)	\$81 00/hour
Coverage Study	\$525 00

Travel and Living expenses and other direct expenses will be invoiced for actual expenses times a factor of 1.1

For services rendered after March 31, 2001 an escalation of 5% per year would apply

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## STANDARD TERMS AND CONDITIONS FOR COMMUNICATIONS ENGINEERING SERVICES

### 1 General

The following Standard Terms and Conditions, together with the attached Proposal, constitutes the Agreement between CTA Communications, Inc. ("CTA") and the person or entity to whom the Proposal is addressed (hereinafter referred to as the 'Client') for the performance of communications engineering and related services. If Client requests that CTA begin work prior to Client's execution of this Agreement and CTA does perform work in accordance with this Agreement, then this Agreement shall constitute the agreement between Client and CTA even if Client fails to return an executed counterpart of this Agreement to CTA.

### 2. Standards of Performance

a. The standard of care for all communications engineering and related services performed or furnished by CTA under this Agreement shall be the care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same locality.

b. CTA shall, to the best of its knowledge, information and belief comply with the provisions of applicable federal, state, and local laws, ordinances, regulations, and codes which apply to CTA's status as an employer, or professional or business enterprise, including, but not limited to, CTA's obligations with regard to the health, safety, and payment of its employees, and the identification and securing of required permits, certificates, registrations, and licenses governing CTA's performance of this Agreement. In addition, CTA shall exercise usual and customary professional care in its efforts to comply with applicable laws, rules, regulations, ordinances, and codes, and Client-mandated standards in effect as of the date of this Agreement in the performance of professional and related services under this Agreement. Changes to these requirements after the effective date of this Agreement may be the basis for modifications to Client's responsibilities or to CTA's scope of services, times of performance, and/or compensation. In the event of a conflict between any such laws, rules, regulations, ordinances, and codes, or Client mandated standards, CTA shall notify Client of the nature and impact of such conflict. Client agrees to cooperate and work with CTA in an effort to resolve any such conflict.

c. CTA shall be responsible for the technical accuracy of its services and documents resulting therefrom and Client shall not be responsible for discovering deficiencies therein. However, Client shall promptly report to CTA any deficiencies or suspected deficiencies in CTA's work or services of which Client becomes aware so that CTA may take measures to minimize the consequences of such deficiencies. Upon notice to CTA and by mutual agreement between the parties, CTA shall correct such deficiencies without additional compensation except to the extent such action is attributable to deficiencies in Client-furnished information.

d. CTA may use the services of subconsultants to assist in the performance or furnishing of the services under this Agreement when, in CTA's sole opinion, it is appropriate and customary to do so. CTA shall not be required to employ any subconsultant unacceptable to CTA.

e. CTA shall indicate to Client the information needed for rendering of services hereunder. Client shall, at its expense, provide to CTA such information as is available to Client and Client's other consultants and contractors, and CTA shall be entitled to rely upon the accuracy and completeness thereof, whether provided in hard copy or electronically. Information supplied by Client and Client's other consultants and contractors in electronic format shall be (i) in Microsoft Word 97, Microsoft Excel 97 or AutoCAD Release 14 or MicroStation Version 5.0 or higher (as indicated on the attached "CAD Specification," if required), as appropriate, (ii) compatible for use on IBM-compatible PCs operating with Windows NT version 4 service pack 3 (iii) "virus-free," and (iv) supplied on 3.5-inch diskettes or CD-ROM. For the purposes of this Agreement, the term "virus-free" shall mean that Client or other entity providing information to CTA or CTA's subconsultants through or on behalf of Client has used commercially-reasonable efforts, including, but not necessarily limited to, utilizing commercially-available virus detection software, to verify that all electronic media and file transfers provided to CTA or CTA's subconsultants are free of computer viruses.

f. CTA acknowledges the importance to Client of Client's project schedule and agrees to put forth reasonable efforts in performing its services with due diligence under this Agreement in a manner consistent with that schedule. Client understands and acknowledges, however, that CTA's performance must be governed by sound professional practices and that many factors outside CTA's control may affect CTA's ability to complete the services to be provided under this Agreement.

g. CTA shall not be responsible for delays caused by factors beyond CTA's reasonable control, including, but not limited to, delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of CTA's services or work product promptly, or delays caused by faulty performance by Client or Client's other consultants or contractors of any level.

h. If CTA's services include providing opinions of probable equipment, operation, maintenance, construction and/or other cost, Client understands and acknowledges that in providing such opinions CTA has no control over the cost or availability of labor, equipment or materials, or over market conditions, or the contractor's method of pricing, and that the opinions of probable costs provided hereunder are to be made on the basis of CTA's professional judgment and experience. Accordingly Client understands and acknowledges that CTA cannot warrant or guarantee that the bids or negotiated costs will not vary from CTA's opinions of probable cost.

i. If CTA's services include providing the services of geotechnical engineers and/or others to perform subsurface investigations, CTA and its subconsultant(s) will conduct the research that in their professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by CTA and its subconsultant(s) will be performed in a manner consistent with the ordinary standard of care. Client understands and acknowledges that the research may not identify all underground improvements and that the information upon which CTA and its subconsultant(s) rely may contain errors and/or may not be complete. Accordingly Client agrees, to the fullest extent permitted by law to waive any and all claims and causes of action against CTA and its subconsultant(s) for damages to underground improvements resulting from subsurface penetration locations established by CTA and its subconsultant(s).

j. If CTA's services include the remodeling and/or rehabilitation of an existing structure(s), Client understands and acknowledges that the remodeling and/or rehabilitation of the existing structure(s) requires that certain assumptions be made by CTA regarding existing conditions, and because some of these assumptions may not be verifiable without Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, Client agrees to bear all costs, losses, and expenses including the cost of CTA's additional services, arising from the discovery of concealed or unknown conditions in the existing structure(s).

k. CTA shall not be required to sign any documents, no matter by whom requested, that would result in CTA's having to certify, guarantee, or warrant the existence of conditions whose existence CTA cannot ascertain. Client agrees not to make resolution of any dispute with CTA or payment of any amount due to CTA in any way contingent upon CTA's signing any such certification.

### 3 Services During Construction

a. If CTA's services include the performance of services during the construction phase of the project, it is understood that the purpose of such services, including, but not limited to, any visits to the site, shall be to enable CTA to better carry out the duties and responsibilities assigned to and undertaken by CTA as a communications engineering consultant during the construction phase and, in addition, to provide Client with a greater degree of confidence that the completed work of the contractor will conform in general to the construction documents.

b If CTA's services include site visits, CTA shall not supervise, direct, or have control over the contractor's work, nor shall CTA have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the contractor for safety precautions and programs incident to the contractor's work in progress, nor for any failure of the contractor to comply with laws, rules, regulations, ordinances, and codes applicable to the contractor's furnishing and performing the work. These rights, obligations, and responsibilities are solely those of the contractor. Neither the activities of CTA, nor the presence of CTA's employees or subconsultants at a construction/project site, shall relieve the contractor of its rights, obligations, and responsibilities with respect to construction means, methods, techniques, sequences, or procedures necessary for performing, superintending, or coordinating the work in accordance with the construction documents and any health or safety precautions required by any regulatory agencies.

c. If CTA's services include providing interpretations and/or clarifications of the construction documents upon the request of the contractor, CTA shall, with reasonable promptness, provide written responses to such requests. However, if any contractor's request(s) for interpretation or clarification are, in CTA's reasonable opinion, for information readily apparent from reasonable observation of field conditions and/or a review of the construction documents or are reasonably inferable herefrom, CTA shall be entitled to an equitable adjustment in fees for time spent responding to such request(s).

d If CTA's services include submittal review, CTA shall review and approve (or take other appropriate action with respect to) contractor submittals, such as shop drawings, product data, samples, and other data, as required by the construction documents, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the construction documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. CTA's review shall be conducted with reasonable promptness while allowing sufficient time in CTA's reasonable judgment to permit adequate review. Review of a specific item shall not indicate that CTA has reviewed the entire assembly of which the item is a component. CTA shall not be responsible for any deviations from the construction documents not brought to the attention of CTA in writing by the contractor. CTA shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

e If CTA's services include recommending payments to the contractor, such recommendations shall be in writing and shall constitute CTA's representation to Client, based on such observations and review that to the best of CTA's knowledge, information, and belief, the (i) contractor's work has progressed to the point indicated, (ii) quality of such work is generally in accordance with the construction documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the construction documents, and to any other qualifications stated in the recommendation), and (iii) conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled in so far as it is CTA's responsibility to observe the contractor's work. By recommending any payment, CTA shall not thereby be deemed to have represented that observations made by CTA to check the quality or quantity of the contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CTA in this Agreement and the construction documents. Neither CTA's review of the contractor's work for the purposes of recommending payments nor CTA's recommendation of any payment including final payment will impose on CTA responsibility to make any examination to ascertain how or for what purposes the contractor has used the monies paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and the contractor that might affect the amount that should be paid.

f CTA neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction documents.

g. CTA shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any of the contractor's agents or employees or any other persons (except CTA's own employees) at the site or otherwise furnishing or performing any of the contractor's work.

h. Client acknowledges and agrees that (i) if CTA's services do not include construction observation or review of the contractor's performance or any other construction phase services, and (ii) such services will be provided by Client or others employed by Client, then Client assumes all responsibility for interpretation of the construction documents and for construction observation or review and waives any and all claims against CTA that may be in any way be connected thereto. In addition, Client agrees to the fullest extent permitted by law to indemnify and hold CTA, its officers, directors, shareholders, employees, parent, affiliates, subsidiaries, agents, and subconsultants harmless from and against any and all damages, liabilities or costs, including reasonable attorneys fees and defense costs, arising out of or in any way connected with the performance of such services by Client or other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction documents prepared by CTA to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of CTA, its officers, directors, shareholders, employees, parent, affiliates, subsidiaries, agents or subconsultants.

i. If Client elects to employ a construction manager Client will promptly notify CTA of the duties, responsibilities, and authority of the construction manager and their relationship to the duties, responsibilities, and authority of CTA. If the employment of such construction manager by Client results in additional time and expense to CTA to prepare for, coordinate with, or respond to the construction manager, CTA shall be entitled to an equitable adjustment in fees and time for performance of any services provided under this Agreement.

#### 4 Client's Responsibilities

a. Client shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay the services of CTA.

b. Client shall make available its resources, including personnel and facilities, as reasonably necessary for interviews and surveys to be performed as scheduled.

c. Client shall appoint a project manager who shall be Client's point of contact for this project. This individual shall be responsible for coordinating all activities of Client and its departments and agencies. In addition, in the event of other non-Client users or participating entities, Client's designated project manager shall also be responsible for coordinating all activities of such non-Client entities.

d. Client shall obtain approvals for any and all governmental, quasi governmental, and/or other authorities having jurisdiction over the project.

e. Client shall provide for CTA's right to enter the property owned by Client and/or others in order for CTA to fulfill its scope of services. Client understands and acknowledges that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

f. Client shall provide personnel to escort CTA personnel to required locations and to open covers and remove panels as required by CTA personnel in the performance of services hereunder. In addition, Client shall provide required ladders, scaffolds, safety equipment and other such equipment, tools, and accessories as may reasonably be required by CTA personnel in the performance of services hereunder.

g. Client shall provide its required contractual terms and conditions, as well as any bidding or other conditions of the contract, for use in the procurement of any goods and/or services from others.

#### 5. Ownership and Use of Documents

a. All reports, plans, specifications, field data, and other documents, including, but not limited to, documents on electronic media, prepared by CTA or CTA's subconsultants as instruments of service (hereinafter collectively referred to as "Documents") shall remain the property of CTA or CTA's subconsultants whether or not the project is completed.

b Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed and/or sealed by CTA or CTA's subconsultants. Files in electronic media format of text, data, graphics or of other types that are furnished by CTA to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

c Electronic files are intended to work only as specified in this Agreement. These files are compatible with Microsoft Word 97, Microsoft Excel 97 or AutoCAD Release 14 or MicroStation Version 5.0 or higher (as indicated on the attached "CAD Specification," if required), as appropriate, operating on IBM-compatible PC's operating with Windows NT version 4, service pack 3. CTA makes no representations as to the compatibility of these files beyond the specified release of the above-stated software.

d Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, Client agrees that it will perform acceptance tests or procedures within 60 days after receipt of such data, after which Client shall be deemed to have accepted the data thus transferred. CTA will correct any errors detected within the 60-day acceptance period at no cost to Client. However, CTA shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

e When transferring documents in electronic media format, CTA makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CTA for this project.

f If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

g Client may make and retain copies of Documents for information and reference in connection with use on the project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project or on any other project. Any such reuse or modification without written verification or adaptation by CTA, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to CTA or to CTA's subconsultants. Client shall indemnify and hold harmless CTA, its officers, directors, shareholders, employees, parent, affiliates, subsidiaries, agents and subconsultants and any of them, from any claim, liability or cost (including, but not limited to reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of said Documents by Client or any person or entity that acquires or obtains said Documents from or through Client without the written authorization of CTA.

h Any verification or adaptation of the Documents by CTA for extensions of the project or for any other project will entitle CTA to further compensation at rates to be agreed upon by Client and CTA.

i The attached "CAD Specification," if required, is hereby incorporated into this Agreement and made a part hereof as if set forth fully herein.

#### 6. Billing and Payment

a Invoices shall be submitted monthly by CTA, are due upon presentation, and shall be considered past due if not paid within thirty (30) calendar days of the invoice date. If payment is not received by CTA within sixty (60) calendar days of the invoice date, Client shall pay as interest an additional charge of one-and-one-half percent (1.5%) or the maximum allowable by law, whichever is lower, of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

b If Client objects to any portion of an invoice, Client shall so notify CTA in writing within ten (10) calendar days of receipt of the invoice. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoiced amounts resolved in CTA's favor and unpaid for more than sixty (60) calendar days after date of submission.

c Payment of any invoice by Client to CTA shall be taken to mean that Client is satisfied with CTA's services and is not aware of any deficiencies in those services.

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d. In the event legal action is necessary to enforce the payment provisions of this Agreement, CTA shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys fees, court costs and expenses incurred by CTA in connection therewith and, in addition, the reasonable value of CTA's time and expenses spent in connection with such collection action, computed at CTA's prevailing fee schedule and expense policies.

e. If Client fails to make payments when due or otherwise is in breach of this Agreement, CTA may suspend performance of services upon seven (7) calendar days' notice to Client. CTA shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client.

f. If Client fails to make payment to CTA in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by CTA.

g. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

h. The amount of any excise, sales, use, or value-added tax that may be imposed shall be added to CTA's compensation.

i. If and to the extent that the time initially established by this Agreement for completion of CTA's services is exceeded or extended through no fault of CTA, compensation for any services rendered during the additional period of time shall be computed in accordance with the additional services provisions of the Agreement or, in the absence thereof, on the basis of CTA's then-current hourly billing rates plus reimbursable expenses at a multiplier of 1.2 times the actual expense incurred by CTA, its employees and subconsultants, in the interest of the project.

j. **Payments Upon Termination.**

(1) In the event of any termination under the terms of this Agreement, CTA will be entitled to invoice Client for all services performed or furnished and all expenses incurred through the effective date of termination.

(2) In the event of termination by Client for convenience or by CTA for cause, CTA, in addition to invoicing for those items identified in paragraph i (1), above shall be entitled to invoice Client and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CTA's subconsultants, and other related close-out costs.

7. **Insurance**

a. CTA is protected by Workers' Compensation Insurance Commercial General Liability Insurance, and Automobile Liability Insurance. CTA will provide certificates of insurance upon Client's written request.

b. At any time, Client may request that CTA, at Client's sole expense, provide additional insurance coverage, increased limits or revised deductibles that are more protective than those maintained by CTA.

c. Client may request that CTA obtain insurance coverages higher than CTA's standard limits through project-specific insurance. If higher project-specific limits or special insurance is provided Client agrees to pay an additional fee based on the additional premium cost.



## 8 Hazardous Materials

a. Unless otherwise mutually agreed between the parties, it is acknowledged and understood by both parties that CTA's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event CTA or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of CTA's services CTA may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws, rules, regulations, ordinances and codes.

b. To the fullest extent permitted by law, Client shall indemnify and hold harmless CTA, CTA's officers, directors, shareholders, employees, parent, affiliates, subsidiaries, agents and subconsultants from and against all costs, liabilities, losses and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition provided that (i) any such cost, liability loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than completed work) including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. For the purposes of this Agreement, a "Hazardous Environmental Condition" is defined as the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the work.

## 9 Limitation of Liability

a. It is intended by the parties to this Agreement that CTA's services in connection with the project shall not subject CTA's individual employees, officers, directors, shareholders, parent, affiliates, subsidiaries, agents or subconsultant, to any personal legal exposure for the risks associated with this project. Therefore, to the fullest extent permitted by law and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CTA, a Virginia corporation and not against any of CTA's individual employees, officers, directors, shareholders, parent, affiliates, subsidiaries, agents or subconsultants.

b. In recognition of the relative risks and benefits of the Project to both the Client and CTA the risks have been allocated such that the Client agrees, to the fullest extent permitted by law and notwithstanding any other provision in this Agreement, to limit the liability of CTA to the Client and anyone claiming by through or under the Client, for any and all claims, liabilities, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes (including without limitation any attorneys' fees under this Agreement) (hereafter collectively referred to as "Client's Claims") so that the total aggregate liability of CTA to all those named shall not exceed the total insurance proceeds paid on behalf of or to CTA by CTA's insurers in settlement or satisfaction of the Client's Claims under the terms and conditions of CTA's insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal).

c. If no such insurance coverage is provided with respect to the Client's Claims, then the total liability, in the aggregate, of CTA to the Client and anyone claiming by, through or under the Client, for any and all such uninsured Client's Claims shall not exceed \$50,000 or CTA's total fee for services rendered under this Agreement, whichever is greater.

d. To the fullest extent permitted by law, and notwithstanding any other provision in this Agreement, neither CTA nor the Client shall be liable to the other party or anyone claiming by, through or under the other party for any special, incidental, indirect or consequential damages whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

e. Wherever used in this Paragraph 9, the term "CTA" includes CTA, its parent corporation, and its

subconsultants, and the officers, directors, shareholders, employees, affiliates, subsidiaries, or agents of any of them.

**10 Betterment**

If, due to CTA's error or omission, any required item or component of the project is omitted from CTA's instruments of service, CTA shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will CTA be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

**11 Contingency Fund**

Client and CTA acknowledge that changes may be required because of possible errors, omissions, ambiguities, conflicts and/or inconsistencies in CTA's instruments of service, including, but not necessarily limited to, any specifications and plans prepared by CTA under this Agreement, and, therefore, that the costs of the project may exceed the award price of any resulting contract. Client agrees in addition to any other appropriate contingency reserves to set aside a reserve in the amount of three percent (3%) of the estimated project procurement, installation and/or construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. Client further agrees to make no claim by way of direct or third party action against CTA or CTA's subconsultants with respect to any payments within the limit of the contingency reserve made to the contractor because of such changes or because of any claims made by the contractor relating to such changes. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, CTA is liable for the cost of covered change orders in excess of the percentage project costs stated above or for any other change order.

**12 Notices**

Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed or if transmitted by facsimile to the appropriate facsimile number. Notices shall also be deemed served ten (10) business days after transmittal by registered certified, express or regular mail, or by overnight courier service to the business address identified in this Agreement.

**13. Integration**

This Agreement comprises the final and complete agreement between Client and CTA. It supersedes all prior or contemporaneous communications, representations or agreements whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and CTA.

**14. Assignment**

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including, but not limited to, monies that are due or monies that may be due) without the prior written consent of the other party.

**15. Severability and Survival**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All provisions of this Agreement related to indemnification, limitation of liability and limitations on actions, or otherwise allocating responsibility or liability between the parties, shall survive the termination of this Agreement and shall remain enforceable between the parties.

**16 Suspension of Services**

If the project is suspended for more than thirty (30) calendar days in the aggregate, CTA shall be compensated for services performed and charges incurred prior to suspension and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, CTA may at its option, terminate this Agreement upon giving notice in writing to Client. If Client fails to make payments when due or otherwise is in breach of this Agreement, CTA may suspend performance of services upon seven (7) calendar days' prior written notice to Client. CTA shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client.

**17 Termination**

a. The obligation to provide further services under this Agreement may be terminated

**(1) For cause,**

(i) By either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party

**(ii) By CTA**

a) upon seven (7) days' written notice if CTA believes that CTA is being requested by Client to furnish or perform services contrary to CTA's responsibilities as a licensed professional, or

b) upon seven (7) days' written notice if CTA's services for the project are delayed or suspended for more than ninety (90) days for reasons beyond CTA's control

c) CTA shall have no liability to Client on account of such termination

(iii) Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof provided however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than sixty (60) days after the date of receipt of the notice.

**(2) For convenience,**

(i) By Client effective upon the receipt of notice by CTA.

b. The terminating party under paragraphs a.(1) or a.(2), above, may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow CTA to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**18. Third Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or CTA. CTA's services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against CTA because of this Agreement or the performance or nonperformance of services hereunder. Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**19 Dispute Resolution**

CTA and Client will attempt in good faith to resolve through negotiation any dispute, claim, counterclaim, or controversy arising out of or relating to this Agreement (hereafter collectively referred to as "Dispute"). Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the Dispute and the relief requested. The recipient of such notice shall respond within five (5) days with a written statement of its position on, and recommended solution to, the dispute. If the Dispute is not resolved by this exchange of correspondence then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within ten (10) days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute. If the Dispute is not resolved by these negotiations, the parties agree to submit any such unresolved Dispute to mediation, unless the parties mutually agree otherwise. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose including impeachment, in any litigation or other proceeding involving the parties provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this paragraph may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys fees to be paid by the party against whom enforcement is ordered.

**20 Limitations on Actions**

Causes of action by either party against the other party for any cause or causes, including, but not limited to breach of contract, negligence, misrepresentations, breach of warranty, or failure to perform in accordance with the standard of care, however denominated, shall be barred two (2) years from the day after completion of CTA's services or the time that party knew or should have known of its claim whichever is earlier.

**21 Governing Law and Venue**

CTA and Client agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation, and performance shall be governed by the laws of the Commonwealth of Virginia. Any litigation arising in any way from this Agreement shall be brought in a Virginia court of competent jurisdiction.

**22 Interpretation**

a. Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery including breach of contract or warranty tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by CTA's gross negligence or willful misconduct. "Parties" means Client and CTA, and their officers, shareholders, employees, parent, affiliates, subsidiaries, agents, and subconsultants. The parties also agree that Client will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join CTA as a third party defendant.

b. The parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

**23. Attorneys' Fees**

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

HWLEINLEBQALCTA SM T&C 04/08/00

**End of Standard Terms and Conditions**

