



July 25, 2000  
10 00 a m

**COMMISSIONERS COURT**

Polk County Courthouse, 3rd floor  
Livingston, Texas

#65

**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
- 4 APPROVAL OF MINUTES of the Meeting of July 11 2000 and July 18 2000
- 5 CONSIDER APPROVAL OF LEASE AGREEMENT WITH LIVINGSTON EYE CLINIC FOR SPACE LOCATED IN POLK COUNTY REGIONAL HEALTH CENTER (Expiring 8/31/00 renewing existing agreement for new term)
- 6 CONSIDER APPROVAL TO RENEW DEPUTY REIMBURSEMENT CONTRACT WITH BURKE CENTER (Expiring 8/31/00 for transportation of mental health clients)
- 7 CONSIDER APPROVAL TO RENEW RADIO TOWER LEASE WITH SHECO (Expiring 7/31/00)
- 8 CONSIDER APPROVAL TO RENEW LEASE AGREEMENT WITH MEMORIAL MEDICAL CENTER LIVINGSTON (Expiring 8/31/00 for storage space in building located at 207 W Mill)
- 9 CONSIDER APPROVAL OF PARTY APPOINTMENTS OF ELECTION JUDGES AND ALTERNATES FOR 2000 2001 ELECTION YEARS
- 10 CONSIDER PROPOSAL FOR ENVIRONMENTAL SURVEY OF CERTAIN PROPERTY UNDER CONSIDERATION FOR USE IN COUNTY FACILITY EXPANSION
- 11 CONSIDER APPROVAL OF REQUEST FROM POLK COUNTY SCHOOL LAND SURFACE LEASEHOLDER FOR AMENDMENT TO LEASEHOLDER NAME
- 12 CONSIDER APPROVAL OF MEMORANDUM OF AGREEMENT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS TO PROVIDE AGING SERVICES
- 13 CONSIDER ORDER DESIGNATING SALVAGE PROPERTY PCT 1 AND APPROVE ADVERTISING FOR BIDS FOR THE SALE OF SAID SALVAGE PROPERTY
- 14 CONSIDER APPROVAL OF RESOLUTION IN SUPPORT OF THE TEXAS SOLID WASTE GRANT PROGRAM
- 15 CONSIDER OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES (Pct 2) Lot 20 Onalaska North
- 16 CONSIDER APPROVAL OF BUDGET AMENDMENTS ~~2000 2001~~ 20(A)
- 17 APPROVE SCHEDULES OF BILLS
- 18 APPROVE PERSONNEL ACTION FORMS

FILED AND RECORDED  
 OFFICE OF PUBLIC RECORDS  
 2000 JUL 18 PM 4 39  
 BARBARA MIDDLETON  
 COUNTY CLERK POLK CO

ADJOURN

Dated July 19, 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 July 19 2000 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting

BARBARA MIDDLETON, COUNTY CLERK

BY *Barbara Middleton* Deputy

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor

Livingston, Texas



July 25, 2000

10 00 a.m

ADDENDUM to Posting # 65

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for July 25, 2000 at 10 00 A M

AMEND TO ADD,

- 19 CONSIDER APPROVAL OF PLAT FOR MAGNOLIA RIDGE SUBDIVISION, *Pct#2*
- 20 CONSIDER ANY/ALL NECESSARY ACTION RELATING TO THE TRANSFER OF AMBULANCE SERVICES UNDER CONTRACT WITH THE COUNTY FROM RURAL METRO TO CHAMPION EMS

Dated Friday, July 21, 2000

Commissioners Court of Polk County, Texas

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

I, the undersigned County Clerk, do hereby certify that the above 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 July 21, 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

FILED AND RECORDED  
OFFICIAL SIGNING  
RD,  
2000 JUL 21 PM 4 00  
*Barbara Middleton*  
BARBARA MIDDLETON  
COUNTY CLERK POLK CO

STATE OF TEXAS )

DATE JULY 25, 2000

COUNTY OF POLK )

"REGULAR" CALLED MEETING  
All Present

**\*\* CORRECTED \*\*  
"COMMISSIONERS COURT"**

BE IT REMEMBERED ON THIS THE 25<sup>th</sup> DAY OF JULY, 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 & WELCOMED  
GUEST AT 10 00 A M

REV HUGH KLODZINSKI FROM LIVINGSTON GOSPEL ASSEMBLY CHURCH,  
DELIVERED THE OPENING PRAYER

- 2 PUBLIC COMMENTS

- A ANN O'ROARKE GANN GAVE REMARKS ABOUT THE BAD ROADS IN  
BIG THICKET LAKE ESTATES

- 3 INFORMATIONAL REPORTS

- A JAMES RICHARDSON- WASTE MANAGEMENT ADMINISTRATOR PRESENTED  
A FINANCIAL REPORT FOR THE MONTH OF JUNE, 2000

- 4 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY R R "Dick" HUBERT  
TO APPROVE MINUTES OF MEETINGS FOR JULY 11<sup>th</sup> AND JULY 18<sup>th</sup>  
(WITH NOTED CORRECTION)  
ALL VOTING YES

- 5 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
APPROVAL OF LEASE AGREEMENT WITH LIVINGSTON EYE CLINIC  
FOR SPACE LOCATED IN POLK COUNTY REGIONAL HEALTH CENTER,  
EFFECTIVE SEPTEMBER 1, 2000  
ALL VOTING YES (SEE ATTACHED)

- 6 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, APPROVAL TO RENEW DEPUTY REIMBURSEMENT CONTRACT WITH BURKE CENTER (FOR TRANSPORTATION OF MENTAL HEALTH CLIENTS) EFFECTIVE SEPTEMBER 1, 2000.  
ALL VOTING YES (SEE ATTACHED)
- 7 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVAL TO RENEW RADIO TOWER LEASE WITH SAM HOUSTON ELECTRIC COOPERATIVE, EFFECTIVE AUGUST 1, 2000  
ALL VOTING YES (SEE ATTACHED)
- 8 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVAL TO RENEW LEASE AGREEMENT WITH MEMORIAL MEDICAL CENTER-LIVINGSTON (FOR STORAGE SPACE IN BUILDING AT 207 W MILL) EFFECTIVE SEPTEMBER 1, 2000  
ALL VOTING YES (SEE ATTACHED)
- 9 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, APPROVAL OF PARTY APPOINTMENTS OF ELECTION JUDGES AND ALTERNATES FOR 2000-2001 ELECTION YEARS, & AUTHORIZING THE COUNTY CLERK TO APPROVE ANY/ALL APPOINTMENTS NOT PREVIOUSLY SUBMITTED ON LIST BY PARTY CHAIRMEN  
ALL VOTING YES (SEE ATTACHED)
- 10 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY R R "Dick" HUBERT APPROVE PROPOSAL FOR ENVIRONMENTAL SURVEY OF CERTAIN PROPERTY UNDER CONSIDERATION FOR USE IN COUNTY FACILITY EXPANSION (ONE CITY BLOCK SOUTH OF THE COURTHOUSE ON MILL ST)  
ALL VOTING YES (SEE ATTACHED)
- 11 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, APPROVE REQUEST FROM POLK COUNTY SCHOOL LAND SURFACE LEASEHOLDER FOR AMENDMENT TO LEASEHOLDER NAME, ADDING HARLEY OLDHAM TO THE LEASE HELD BY MARGARET C OLDHAM  
ALL VOTING YES
- 12 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVAL OF MEMORANDUM OF AGREEMENT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS TO PROVIDE AGING SERVICES  
ALL VOTING YES (SEE ATTACHED)
- 13 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, APPROVE "ORDER" DESIGNATING SALVAGE PROPERTY, PCT #1, & APPROVE ADVERTISING FOR BIDS FOR THE SALE OF SAID SALVAGE PROPERTY  
ALL VOTING YES (SEE ATTACHED)

14 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "slim" SPEIGHTS,  
**APPROVAL OF "RESOLUTION" IN SUPPORT OF THE TEXAS SOLID WASTE  
 GRANT PROGRAM.**  
 ALL VOTING YES (SEE ATTACHED)

15 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,  
**ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY,  
 PRECINCT #2, LOT 20 - ONALASKA NORTH SUBDIVISION**  
 ALL VOTING YES

16 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,  
**APPROVAL OF BUDGET AMENDMENTS #2000-20 AND #2000-20(A)**  
 ALL VOTING YES (SEE ATTACHED)

17 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,  
**APPROVAL AND PAYMENT OF BILLS (BY SCHEDULE)**  
 ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
7 12-2000	202,586 79	151964 - 151980
7-14 2000	(50 00)	Void Ck#151925
7-14-2000	(20 00)	Void Ck#151612
7-18-2000	(5,500 00)	Void Ck#151971
7-20-2000	159,610 92	151981 - 152147
7-20-2000	176,983 40	152148 - 152167
7 20-2000	58,003 84	Electronic Transfer (Emp W/H)
7-20-2000	114,000 00	Electronic Transfer (Texpool)
7-20-2000	— 45 00	Void Ck#151528
7-21-2000	31,658 74	152165 - 152185
7-21-2000	9,830 64	152186 - 152347
7-24-2000	153,329 20	152348 - 152356
7-25-2000	96,063 87	Addendum (To appear on future schedule)

18 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH,  
**APPROVAL OF PERSONNEL ACTION FORMS (REVISED LIST).**  
 ALL VOTING YES (SEE ATTACHED)

19 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,  
APPROVAL OF PLAT FOR MAGNOLIA RIDGE SUBDIVISION, PCT #2.  
ALL VOTING YES

20 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,  
APPROVAL ALL ACTION RELATING TO THE TRANSFER OF AMBULANCE  
SERVICES UNDER CONTRACT WITH THE COUNTY FROM RURAL METRO  
TO CHAMPION EMS, EFFECTIVE AUGUST 1, 2000 AT 7 00 AM.  
ALL VOTING YES

21 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
APPROVAL TO ADJOURN COURT THIS 25th DAY OF JULY, 2000  
AT 10 45 A.M  
ALL VOTING YES

  
\_\_\_\_\_  
JOHN P THOMPSON, COUNTY JUDGE

ATTEST

  
\_\_\_\_\_  
BARBARA MIDDLETON, COUNTY CLERK

C \WP51\COMMCRT 2000\JUL25 WPD

#5

LEASE AGREEMENT

THIS LEASE AGREEMENT [this "Lease"] is made as of the 1st day of September, 2000, by and between the County of Polk, Texas [the "Lessor"], and Thomas W Smith [the "Lessee"]

ARTICLE 1

Premises

Lessor, for the consideration, and upon the terms and conditions, covenants, and agreements hereinafter set forth and provided, has DEMISED and LEASED, and by these presents does DEMISE and LEASE unto Lessee, and Lessee, upon and subject to the conditions hereinafter expressed, has TAKEN and HIRED, and by these presents does TAKE and HIRE from Lessor, those certain premises [the "Leased Premises"] consisting of 3,500 square feet of area [Suite A] situated in that certain building at 410 East Church Street, Livingston, Texas [the "Building"] on a tract of land situated in Polk County, Texas, as more fully described on Exhibit A attached hereto and made a part hereof for all purposes [the "Property"] The Leased Premises are outlined on the floor plan drawing attached hereto as Exhibit B and made a part hereof for all purposes

ARTICLE 2

Term of Lease

TO HAVE AND TO HOLD the Leased Premises unto Lessee for a term of three [3] years [the "Initial Term"], commencing on September 1, 2000, and expiring at midnight on September 3<sup>0</sup>/<sub>1</sub>, 2003, unless sooner terminated as hereinafter provided Lessee shall be entitled to extend this Lease for a "Renewal Term," as defined Article 4 hereof, upon the terms and conditions set forth herein The word "Term" herein shall mean the Initial Term and, unless the context otherwise requires, the Renewal Term

ARTICLE 3

Rent

Section 1. Lessee agrees to pay, as rental for the Term an annual amount of \$3 00 per square foot of useable floor area within the Leased Premises, being \$10,500 00 [3500 square feet x \$3 00] per year

Section 2. The rental is payable in monthly installments of \$875 00, with the first installment being due and payable on or before September 1, 2000, and with a like installment being due and payable on or before the first day of each succeeding calendar month during the term



ARTICLE 4

Extension

Section 1. Lessor hereby grants Lessee an option [the "Renewal Option"] to extend the Initial Term for a period of three [3] years [the "Renewal Term"] upon the following terms and conditions

- [a] Lessee shall not be in default under any of the duties or obligations imposed upon it by this Lease
- [b] Lessee, if it elects to exercise the Renewal Option, shall give notice to Lessor at least thirty [30] days prior to the end of the Initial Term
- [c] The terms and conditions of this Lease shall continue in full force and effect during the Renewal Term, except that Lessee shall have no further right to extend the term of this Lease after the expiration of the Renewal Term

ARTICLE 5

Lessee Improvements

Section 1. Lessor shall bear the cost and expense of all architectural fees and charges incurred by Lessee in order to design improvements to or additions in, on, or about the Leased Premises which Lessee deems necessary, reasonable, or desirable in connection with its occupancy and use of the Leased Premises [the "Improvements"] Lessee shall present plans and specifications for

the Improvements to Lessor for approval, which approval shall not be unreasonably withheld

Section 2. Lessee shall have the express right to construct the Improvements. The Improvements shall be constructed in accordance with applicable laws and regulations [including any applicable Building Code and Fire Code]

Section 3. Lessor recognizes, understands, and agrees that Lessee may, during the term of this Lease or any extensions thereof, desire to have additional or replacement improvements constructed on the Leased Premises. Lessee shall have the right to construct or replace any such improvements at its sole cost and expense, as set forth in Section 2 of this Article 5

#### ARTICLE 6

##### Indemnification

Section 1. Lessee agrees to indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, [whether private, governmental, or municipal] arising from Lessee's negligence or willful misconduct in, on, or about the Leased Premises

Section 2. Lessor agrees to indemnify and save harmless Lessee against and from any and all claims by or on behalf of any

person or persons, firm or firms, corporation or corporations, [whether private, governmental, or municipal] arising from Lessor's negligence of willful misconduct in, on, or about the Leased Premises

**ARTICLE 7**

**Insurance**

Section 1. Lessee shall obtain insurance against fire and other casualty loss on the Improvements in such amount, against such risks, and with such insurance company as Lessee at its option may decide

Section 2. Lessor shall obtain insurance against fire and other casualty loss on the Building and other structures or improvements situated on the property in such amount, against such risks, and with such insurance company as Lessor at its option may decide

Section 3. Lessor and lessee, in their own behalf and of their insurers, each hereby waive any and all claims which such party may have against the other party during the Term for any and all loss of, or damage to, any of such party's property located within or upon, or constituting a part of the Leased Premises, the Improvements, and the Building to the extent that such loss or damage is or could have been covered by a standard Texas fire and

extended coverage insurance policy, regardless of cause or origin, including negligence [sole or otherwise], of such other party hereto. The foregoing mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of or damage to property of the parties hereto. The foregoing mutual waivers are intended to preclude the assignment of any of the above mentioned claims by way of subrogation, or otherwise, to an insurance company or any other person, and each party hereto shall notify such party's insurers of the foregoing mutual waivers. Each party shall be responsible to have its applicable insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of the foregoing waivers.

**ARTICLE 8**

**Property Taxes**

Lessee agrees to pay and discharge, when due, all property taxes as shall be levied, assessed, or imposed on the Improvements during the Term.

**ARTICLE 9**

**Damage Clause**

Section 1. In the event the Leased Premises are damaged or destroyed by fire or other casualty, and the necessary repairs

cannot reasonably be made within sixty [60] days from the date of such damage, this Lease may, at the option of the Lessee, be terminated, provided Lessee exercises its termination options as provided in this Article 9. Within fifteen [15] days from the date of such damage, Lessor shall notify Lessee in writing as to whether Lessor will repair the Leased Premises, other than the improvements, within sixty [60] days from the date of such damage. If Lessor notifies Lessee that such repairs cannot be made within sixty [60] days from the date of such damage, this Lease shall automatically terminate, unless Lessee elects, within fifteen [15] days from the date of said notice, to continue this Lease in effect as to the useable portion of the Leased Premises, in which case the rent payable under this Lease shall be reduced proportionately. If, however, Lessor notifies Lessee that Lessor will repair the Leased Premises, other than the Improvements, within sixty [60] days from the date of such damage, this Lease shall remain in full force and effect. If, however, Lessee determines in good faith that the necessary repairs cannot reasonably be made within sixty [60] days from the date of such damage, Lessee shall have fifteen [15] days from the date of said notice during which Lessee may elect to terminate this Lease. If Lessee fails to exercise its termination option within fifteen [15] days from the date of said

notice from Lessor, this Lease shall remain in full force and effect During any period in which such repairs are being made, the rent payable under this Lease shall abate in whole or in part, depending upon the extent to which such damage and/or repairs shall deprive Lessee of the use of the Leased Premises for the normal purpose of Lessee's business In the event the improvements are damaged or destroyed, Lessee shall cause the same to be repaired and restored, unless this Lease is terminated pursuant to the foregoing provisions of this Article

**ARTICLE 10**

**Assignments and Sub-Leases**

Lessee shall have the right, upon prior written consent of Lessor, which consent shall not be unreasonably withheld, to sublease all or any part of the Leased Premises or to assign, in whole or in part, this Lease For purposes of this section, Dr Charlene Smith, the Houston Eye Clinic, and Equicomp Corp are deemed to be pre-approved

**ARTICLE 11**

**Maintenance of Improvements**

Section 1. Except as otherwise provided herein, Lessor shall maintain and keep in a good state of repair the Building or other improvements now or hereafter situated upon the Property, including

maintenance and repair of the exterior and/or roof of the Building, and repair of any defects in the Building and its central systems including, but not limited to, the plumbing, fire alarm, and suppression and electrical systems, all of which shall be performed diligently and promptly by Lessor at its sole cost and expense. Lessor will specifically be responsible for any damage resulting from a malfunction of or leak in the fire suppression system. Lessee agrees to maintain and keep in a good state of repair the Improvements, reasonable wear and tear, and to the extent otherwise provided in Article 9 above, casualty loss, excepted. Lessee further agrees to comply with all the laws, regulations, and ordinances and rules and regulations of governmental agencies having jurisdiction in the maintenance and upkeep of the Improvements, and to keep at all times the Leased Premises in a neat, clean, and sanitary condition.

#### ARTICLE 12

##### Water, Gas and Electricity

All gas, electric current, heat, water, sewer charges, and other similar charges, if any, which may accrue during the Term shall be paid promptly by Lessee as the same accrue. Lessor shall in no event be liable for any charges accrued for such utilities.

ARTICLE 13

Use of the Premises

The Leased Premises may be used by Lessee as an outpatient eye clinic, physicians' offices, and for activities reasonably related thereto, or for any other activities which may be approved by Lessor, such approval not to be unreasonably withheld

ARTICLE 14

Holding Over

This Lease shall terminate without further notice at the expiration of the Initial Term, unless the Renewal Option to extend the term of this Lease for the Renewal Term is exercised by Lessee, in which event this Lease shall terminate without further notice at the expiration of the Renewal Term. Any holding over, or repossession by Lessee, for any reason whatsoever after termination of this lease, shall not operate to renew or extend this Lease, but shall operate and be construed as a tenancy at the will of Lessor at a rental equal to the most current monthly rent. With the exception of the option to extend the term of this Lease for the Renewal Term, no agreement for an extension, renewal, or change of this Lease shall be valid without the written consent of Lessor and Lessee



## ARTICLE 15

Lessor's Remedies

Section 1. If Lessee shall neglect or fail to perform or observe any of the covenants, terms, provisions, or conditions contained in these presents and on its part to be performed or observed within thirty [30] days after notice such default, or if the estate hereby created shall be taken by execution or other processes of law [except eminent domain], if Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Lessee for the benefit of creditors, or if a receiver, conservator, trustee in involuntary bankruptcy, or other similar officer shall be appointed to take charge of all or any substantial part of Lessee's property by a court of competent jurisdiction, and such proceeding is not dismissed within one hundred twenty [120] days after it is begun, or if Lessee shall file a petition or a petition shall be filed for the reorganization of Lessee, under any provisions of the Bankruptcy Code now or hereafter enacted, or if Lessee shall file a petition for arrangements under any provisions of the Bankruptcy Code now or hereafter enacted, and providing a plan for a debtor to settle, satisfy, or extend the time for the payment of debts, then,

and in any of the said cases, Lessor lawfully may, immediately, or at any time thereafter, and without demand or notice, enter into and upon the Leased Premises or any part thereof in the name of the whole repossess the same as of his former estate, and upon entry as aforesaid, this Lease shall terminate, and Lessee covenants and agrees, notwithstanding any entry or re-entry by Lessor whether by summary proceedings, termination, or otherwise, to pay and be liable for, on the dates originally fixed herein, the payment hereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this Lease become due if this lease had not been terminated or Lessor had not entered or re-entered as aforesaid, except that any option to extend the term of this Lease not previously exercised shall be deemed to have not been exercised for purposes of this Article 15, and whether the Leased Premises be relet or remain vacant in whole or in part or for a period less than the remainder of the term, or for the whole thereof, but in the event the leased premises be relet by Lessor, Lessee shall be entitled to a credit in the net amount of rent received by Lessor in reletting, after deduction of all expenses incurred in connection therewith. As an alternative, at the election of Lessor, Lessee will, upon such termination, pay to Lessor, as damages, such a sum that, as of the time of such

termination, represents the amount of the excess, if any, of the then value of the total rental and other benefits which would have accrued to Lessor under this Lease for the remainder of the Lease Term, if the provisions of this Lease had been fully complied with by Lessee, above the then cash rental value in advance of the Leased Premises for the balance of the term

Section 2. Lessor shall, in no event, be in default in the performance of its obligations hereunder, unless and until Lessor shall have failed to perform such obligations within thirty [30] days after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligations

#### ARTICLE 16

##### Broker's Commission

Lessor and Lessee each warrant and represent to the other that it has not incurred and will not incur any liability for brokerage fees, agents' commissions, or the like in connection with this Lease, and Lessor and Lessee do hereby indemnify and hold harmless each other from any and all such claims and expenses [including attorney's fees] arising by, through, or under the indemnifying party

Waiver

Failure on the part of Lessor or Lessee to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver by the non-complaining party of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Lessor or Lessee shall be construed as a waiver at any subsequent time of the same provisions with regard to events occurring after the waiver or waivers under said provisions. The consent or approval by Lessor or Lessee of any action by the other party requiring the consenting or approving party's consent or approval shall not be deemed to waive or render unnecessary such party's consent or approval of any subsequent similar act by the other party.

## ARTICLE 18

Notices

Whenever by the terms of this Lease, notice shall or may be given either to Lessor or to Lessee, such notice shall be in writing and shall be delivered in hand or deposited with the Clerk in any U S Post Office or U S Branch Post Office [certified mail, return receipt requested, postage prepaid], as follows

If intended for Lessor, addressed to Lessor at Polk County Courthouse, Livingston, Texas 77351, or to such other address as may from time to time hereafter be designated by Lessor by like notice

If intended for Lessee, addressed to Lessee at 126 Mockingbird Lane, Livingston, Texas 77351, or to such other address as may from time to time hereafter be designated by Lessee by like notice

**ARTICLE 19**

**Covenant of Quiet Enjoyment**

Lessee, subject to the terms and provisions of this Lease, on payment of the rent and observing, keeping, and performing all of the terms and provisions of this Lease on its part to be observed, kept, and performed, shall lawfully, peaceably, quietly, and exclusively have, hold, occupy, and enjoy the Leased Premises during the Term without hindrance or ejection by any person or entity

**ARTICLE 20**

**Mechanic's Liens**

Lessee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, or equipment alleged to have been furnished or

to be furnished to or for Lessee and which may be secured by any mechanic's, materialman's, or other lien against the Leased Premises and/or Lessor's and/or Lessee's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures and/or becomes due, provided, however, that if Lessee desires to contest any such lien or the indebtedness purported to be secured thereby, or any part of such indebtedness, with or without resort to litigation, it may do so, but notwithstanding any such contest, if any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof if not promptly stayed or is so stayed and said stay thereafter expires, then and in any such event Lessee shall forthwith pay and discharge said judgment. Nothing in this Article 20 or in any other provision hereof shall in any way empower, authorize, or allow Lessee to impose, voluntarily or otherwise, any lien upon the Leased Premises or Lessor's or Lessee's interest therein

**ARTICLE 21**

**Sign**

Lessee shall have the right to erect or install a sign on the awning of the Building, or to erect or install other advertising

media, provided said sign or other advertising media substantially conforms to the plans and specifications provided to and approved by Lessor, which approval shall not be unreasonably withheld, as to construction, method of attachment, size, shape, height, lighting, color, and general appearance

**ARTICLE 22**

**Parking**

Section 1. Lessor shall have sole control over the entrances, exits, and traffic lanes of parking facilities on the Property and Lessor shall maintain and keep in good repair said parking facilities Lessor shall be responsible for maintaining the parking lot including, but not limited to, trash and debris removal on a regular basis so as to keep the area in a neat and clean condition Lessee, Lessee's employees, and Lessee's licensees shall be entitled to use of that portion of the available parking space as Lessee deems necessary, reasonable, or desirable in connection with its occupancy and use of the Leased Premises

Section 2. Lessor shall mark and designate as restricted to use solely by the handicapped one parking space situated in close proximity to the entrance to the Leased Premises In addition, Lessor shall mark and designate as reserved one parking space situated in close proximity to the entrance of the Leased Premises,

which parking space shall be reserved for the exclusive use by Lessee to park Lessee's designated vehicle Lessee shall be entitled to park its designated vehicle in the reserved space overnight at its own risk

**ARTICLE 23**

**Waiver of Landlord's Lien**

Lessor hereby expressly waives any and all landlord's liens [whether statutory or otherwise] which it may have to enforce Lessee's obligations hereunder

**ARTICLE 24**

**Attorney's Fees**

Should Lessor or Lessee default in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease, and should the non-defaulting party place the enforcement of this Lease or any part of the same, or the collection of any rent or other sums due or to become due hereunder, or the recovery of possession of the Leased Premises, in the hands of an attorney, or file suit upon the same, the defaulting party agrees to pay to the non-defaulting party all reasonable attorney's fees incurred by the non-defaulting party in connection therewith



## ARTICLE 25

Invalidity of Particular Provisions

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law

## ARTICLE 26

Provisions Binding

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective legal representatives, successors, and assigns

## ARTICLE 27

Governing Law

This Lease shall be governed exclusively by the provisions hereof and by the internal laws of the State of Texas, as the same may from time to time exist

ARTICLE 28

Time of Essence

Time is and shall be of the essence of this Lease and of each term and provision hereof

ARTICLE 29

Entirety

No verbal or oral agreements pertaining to the Lease shall be binding on Lessor or Lessee, the entire agreement to be such as is written into this Lease, and Lessor and Lessee hereby agree that each has carefully read this instrument and that the same terms and conditions herein set out are satisfactory This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto

ARTICLE 30

Paragraph Headings

The paragraph headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease

ARTICLE 31

Memorandum of Lease

Lessor agrees to execute and acknowledge a reasonable memorandum of lease evidencing the existence of this Lease, which memorandum Lessee may record in the real property records of Polk County, Texas .

IN WITNESS WHEREOF this Lease is executed in multiple copies, each of which shall constitute an original for all purposes, effective as of the date first hereinabove written

COUNTY OF POLK, TEXAS

---

BY: JOHN P. THOMPSON  
County Judge Lessor

---

THOMAS W. SMITH Lessee

SURFACE ESTATE-ONLY to the 2 024 acres situated in the M. L. Croate League A-15 in Polk County, Texas and being same property described in Volume 338 Page 848 et seq of the Deed Records of Polk County, Texas and being part of that certain 5 acre tract conveyed from J S Evans et al to J I Oliver dated October 4, 1945 and recorded in Volume 132, Page 356, Deed Records of Polk County, Texas, and being the same land described in Quitclaim Deed from the City of Livingston, Texas, and to said J I Oliver and recorded in Volume 206, Page 505, Deed Records of Polk County, Texas and more particular y described as follows:

BEGINNING at a concrete monument at the intersection of the North ROW line of U S Hwy No 190 and the East line of East Street;

THENCE North 253 7 ft along the east line of said st to an iron rod for corner at the SW corner of a 0 21 acre tract reserved by said J I Oliver;

THENCE East 152 6 ft to a concrete monument for corner;

THENCE North 59 3 ft to a concrete monument for corner;

THENCE East 190 ft to the center of McCardell Branch;

THENCE down said branch with its meanders S 13 deg 44' W 102 ft , S 26 deg 25' E 87 ft , to the center of a culvert and the west edge of the asphalt cake as described in Quitclaim Deed from City of Livingston;

THENCE Southerly with the west edge of said asphalt cake to its intersection with the North ROW line of said Hwy No 190 S 54 deg 47' W 57 ft S 38 deg 22' W 145 ft;

THENCE N 85 W with the North ROW line 119 6 ft to a concrete ROW marker

THENCE West 101 7 ft along said ROW line to the place of beginning and containing 2 024 acres of land

EXHIBIT A

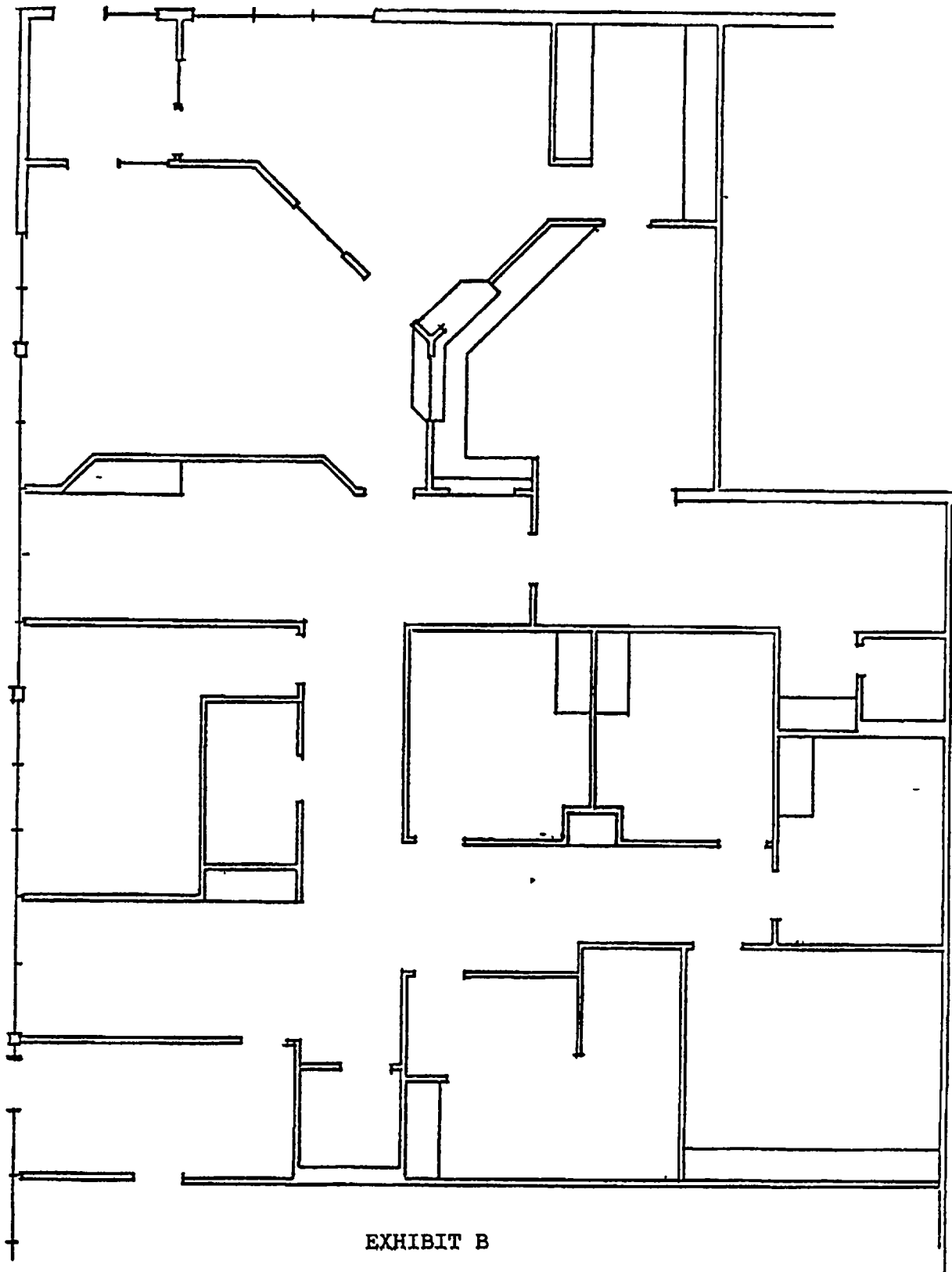


EXHIBIT B



65  
#6

Polk County Commissioners Court  
MH Deputy Program  
Polk MHC and FCA - Polk  
\$1,500 00  
9/01/2000 - 8/31/2001

STATE OF TEXAS §  
COUNTY OF ANGELINA §

**I PROFESSIONAL SERVICES CONTRACT**

Pursuant to the authority granted under the Texas Health and Safety Code, Ann , Title 7, Chapter 534, as amended, Burke Center enters into this Contract with Polk County Commissioners Court, (hereafter, "Contractor")

**II RECITALS**

WHEREAS, Contractor, is a Law Enforcement Agency with Licensed Peace Officers for the State of Texas, whose present address is County Courthouse, Livingston, Texas 77351, and whose Social Security or Federal Employer Identification number is 74-6001621,

AND WHEREAS, Burke Center desires to be provided by Contractor and Contractor wishes to provide to Burke Center, certain support services in the area of patient transportation

NOW THEREFORE, in and for consideration of the mutual covenants, rights, and obligations set forth herein, and the benefits to be derived therefrom, the parties hereto agree as follows

**III CONTRACT TERM**

The parties agree that this Contract shall be for one year, beginning on September 1, 2000, and ending on August 31, 2001, or upon the completion of all services requested by Burke Center, whichever is earlier, unless otherwise terminated as provided herein

**IV RENEWAL**

The Contract may be renewed with the written approval of both parties The term of any renewal shall be for one year immediately following the expiration of the term of this Contract or any renewal thereof, as the case may be Unless otherwise agreed, any renewal shall be agreed to in writing prior to thirty (30) days before the expiration of the term of this Contract or any renewal thereof, as the case may be Burke Center and Contractor agree to negotiate any contract renewal at arms length and in good faith

**V INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES**

It is the intent of Burke Center and Contractor that Contractor is an independent Contractor and not an employee of Burke Center for any purpose Contractor and Burke Center understand and agree that (a) Burke Center will not withhold or pay on behalf of Contractor any sums for income tax, unemployment insurance, Social Security, or any other withholding pursuant to any law or requirement of any governmental body, or make available to Contractor any of the benefits, including workers compensation insurance coverage, afforded to employees of Burke Center, (b) all such withholdings, payments and benefits, if any, are the sole responsibility of Contractor Contractor indemnifies Burke Center from any and all causes of action, claims, damages or liability, including attorneys fees and legal expenses, incurred by Burke Center with respect to such payments, withholdings, and benefits Contractor will be free from Burke Center control in the manner and method of providing services as long as such services are provided in accordance with accepted procedures of Contractor's profession, the Rules of the Texas Department of Mental Health and Mental Retardation (hereafter "TDMHMR"), and applicable standards of accrediting or certifying agencies

**VI. OBLIGATIONS OF CONTRACTOR****A. Services**

- 1 The community based services to be provided by Contractor will be provided in accordance with the Plans of Care, Individual Habilitation Plans or Community Placement Plans of persons served, and are set forth in Exhibit A
- 2 Contractor will coordinate with Burke Center the Contractor's schedule for providing services under this Contract. Contractor's schedule must be mutually agreed upon by Contractor and Burke Center, but may be altered at the request of either party whenever possible
- 3 Contractor agrees to provide the aforementioned services in such facilities, and at such locations as requested by Burke Center

**B. Qualifications** Professional and educational qualifications of Contractor's personnel are set forth in Exhibit B**C. Burke Center Approval of Contractor Personnel.** Contractor shall not assign this Contract or any of the duties or obligations required herein, nor any person who is not an employee of Contractor to perform such duties or obligations, without first obtaining the prior written approval of Burke Center. If Burke Center permits any assignments of this Contract or the duties or obligations required herein, Contractor shall require each person or entity approved by Burke Center to comply with all duties and obligations required herein of Contractor, and notwithstanding such assignment, Contractor shall continue to be liable for the default of any person or entity who provides services under this Contract**D. Other Contracts** Nothing herein shall prevent Contractor from furnishing similar service to other persons or entities provided such other contractors do not interfere with the delivery of services required herein. Nothing herein shall prevent Burke Center from contracting to obtain services required herein from other providers**E. Representations.**

- 1 Contractor agrees that it shall comply with the most current Texas Department of Mental Health and Mental Retardation (hereinafter referred to as TDMHMR) community standards for Community Mental Health and Mental Retardation Centers and Community Service Programs, all applicable policies of Burke Center, and all applicable local, state, and federal laws and regulations now in effect and that become effective during the term of this contract (See Exhibit C)
- 2 Contractor agrees to maintain all certifications, registrations or licenses required by law to remain in good standing in its profession during the term of this Contract. Contractor must furnish to Burke Center, with the returned signed copy of this Contract, copies of all certifications, registrations, or licenses required by law to remain in good standing in its profession. In addition, Contractor will inform Burke Center immediately of any changes to said certifications, registrations or licenses during the term of this Contract
- 3 Contractor represents and warrants that none of its employees or personnel are currently employees of Burke Center nor have they been employees of Burke Center for the preceding twelve (12) months. For purposes of this paragraph, "employee" means a person who on the last date of employment with the Burke Center was compensated at or above the amount designated for a salary group 17, step 1 of the state position classification salary schedule, including a state employee who is exempt from the state position classification plan. This paragraph does not apply to a former employee of a state agency or another community center



- 4 Under Section 231.006, Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive payments from state funds and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate
- 5 Contractor represents and warrants that it is current in its payment of Texas franchise tax or that it is exempt from the payment of Texas franchise tax. A false statement regarding franchise tax status will be treated as a material breach of this Contract and will constitute grounds for termination of this Contract at the option of Burke Center. If Contractor becomes delinquent in the payment of its Texas franchise tax during the term of this Contract, payment by Burke Center may be withheld until such delinquency is remedied.

**F Access to and Retention of Information**

- 1 The Contractor agrees that it will provide Burke Center, TCADA and TDMHMR (including independent financial auditors) unrestricted access to all facilities, contractors, individuals served, records, data, and other information under its control as necessary to enable Burke Center, TCADA, and TDMHMR to audit, monitor, and review all financial and programmatic activities and services associated with this Contract, including the creation of reports and other records which may not be contained in the files of the Contractor
- 2 Contractor agrees to furnish Burke Center with any and all information, records, reports, documents, test results, and professional opinions, which Contractor acquires, develops, or generates in the course of providing services under this Contract. All files and patient records of the Contractor shall be available for review and copying at any time during or after the conclusion of this Contract. Any such files and records maintained by the Contractor will be made available to Burke Center immediately upon request by Burke Center
- 3 Contractor shall retain all financial records, all supporting documents, statistical records and any other records, including appropriate plans of service, pertinent to the services of which request for payment is submitted to Burke Center, for a period of five (5) years following the expiration or termination of this Contract. If any audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings, provided Burke Center gives Contractor notice of such unresolved findings before the end of such five (5) year period
- 4 Contractor agrees to comply with applicable provisions of the Social Security Act requiring Contractor to make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General, or any of the duly authorized agents, any and all books, documents, or records necessary to certify the nature and extent of costs claimed from Medicare/Medicaid relating to the services provided by Contractor under this Contract, or relating to the services provided by any of Contractor's subcontractors who furnish services under this Contract, for a period of four (4) years after such services are provided.

**G. Disclosure.**

- 1 Contractor agrees to immediately disclose in writing to Burke Center if it or any of its subcontractors or employees rendering services to an individual pursuant to this Contract is currently barred from the award of a federal or state contracts, or if such occurs any time during the term of this Contract.

- 2 Contractor certifies that neither Contractor nor any of its employees, officers or other persons directly or indirectly involved in negotiating or providing services under this Contract have been convicted of a criminal offense related to any state or federally funded program or of any offense against a person. Contractor shall immediately disclose the identity of any person convicted of any such crime. If Contractor or any key employee is so convicted, this Contract may be terminated without prior notice.
  - 3 Contractor certifies that neither Contractor nor any of its employees, officers, or other persons directly or indirectly involved in negotiating or providing services under this Contract have been convicted of any crime listed in Exhibit "B" of the Departmental Rule regarding Contracts Management (Texas Administrative Code, Title 25, Chapter 401, Subchapter E). Contractor shall immediately disclose in writing to Burke Center the identity of any person convicted of any such crime and immediately remove that individual from direct contact with all persons served. If Contractor or any employee, officer, or other person directly or indirectly involved in negotiating or providing services under this contract is so convicted, this Contract may be terminated without prior notice.
- H. Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
- I. AIDS/HIV Workplace Guidelines.** Contractor agrees to adopt and implement AIDS/HIV workplace guidelines similar to those adopted by TDMHMR, and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
- J. Required Reporting Regarding Licensure.** Contractor agrees that it shall report to Burke Center any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or licensure. Burke Center will immediately submit a copy of such report to the appropriate State agency. Contractor will further report to Burke Center if any professional has had his/her license revoked. If Contractor's employee has such a denial or revocation, and Contractor fails to remove such employee, then this Contract may be terminated without prior notice.
- K. Reports of Abuse and Neglect.** Contractor agrees that it shall report any allegations of abuse and neglect in accordance with applicable law, including TDMHMR rules, rules of the Texas Department of Protective and Regulatory Services, and rules of the Texas Department of Health. Burke Center will immediately send a copy of such report to the appropriate state agency.
- L. Contractor's Governing Body.** Contractor agrees to provide Burke Center with a list of the members of Contractor's principles or Contractor's governing body, and their addresses if applicable and if requested by Burke Center.
- M. Confidentiality of Records of Individuals Served by this Contract.**
- 1 Contractor agrees to keep all client information confidential in accordance with all applicable state and federal laws, statutes, and regulations protecting the confidentiality of such information, including 42 C F R Part 2.
  - 2 Contractor agrees to institute appropriate procedures for safeguarding client information, especially client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs, or charts, statements made by the client, either orally or in writing, while receiving services, photographs, videotapes, etc., and any acknowledgment that a person is or has been a client of the facility, center, or other designated provider.

3 Contractor agrees that in receiving, storing, processing, or otherwise dealing with any information regarding drug and alcohol abuse clients, Contractor will abide by the provisions of 42 U S C Sec 290-dd-3, regarding the confidentiality of client information, will institute appropriate procedures for safeguarding such information, and will undertake to resist in judicial proceedings all efforts to obtain access to such information, except as provided by 42 U S C Sec 290-dd-3

**N Quality Management and Monitoring** Contractor agrees to comply and cooperate with Burke Center's monitoring procedures, including submission of reports and data and other information requested by Burke Center

**O Interaction with Others** Contractor will, in the performance of services pursuant to this Contract, interact with staff, other service agents, service providers and consultants of Burke Center in a cooperative manner and will consult with such persons regarding services provided under this Contract as necessary

**P Delivery of Service.** Contractor will coordinate with Burke Center the Contractor's schedule for providing services under this Contract Contractor's schedule must be mutually agreed upon by Contractor and Burke Center, but may be altered at the request of either party whenever possible

**VII. RESPONSIBILITIES OF BURKE CENTER**

**A. Payment**

1 The parties agree that Contractor shall bill Burke Center Polk County Mental Healthcare Center, and Burke Center shall pay for services provided herein according to the rate established in the following schedule

Patient Transportation Rate Schedule

<u>Destination</u>	<u>One Way Mileage</u>	<u>Rate Per Trip</u>
A. Memorial Hospital Lufkin, Texas	48	\$12 00
B Rusk State Hospital	90	\$22 50
C Austin State Hospital	200	\$50 00
D Daybreak Beaumont, Texas	81	\$20 25
E Waco Center for Youth, VA Hospital Waco, Texas	177	\$44 25
F Lufkin/Rusk State Hospital	92	\$23 00

In additional to the above payment schedule, the Contractor shall be reimbursed at the rate of FIVE AND NO/100 (\$5 00) DOLLARS per hour for transportation which is one-half of the actual costs Calculation of transportation costs begins when the patient and Deputy leave the county in route to the location identified by Burke Center and ends when Deputy returns to county Transportation of mental health clients within the Contractor's county shall not be covered under this contract.

- 2 The parties agree that the total amount which may be expended under this Contract shall not exceed the sum of \$1,500 00 In the event such amount is reached, Contractor shall provide transportation services as outlined in the Texas Mental Health Code, Section 14 Should the Contractor be detained at any of the locations listed in the rate schedule, in the performance of his duties, he shall be reimbursed at the rate of FIVE AND NO/100 (\$5 00) DOLLARS per hour
  - 3 Payment for services is conditioned upon the Contractor completing the documentation necessary for Burke Center to process the invoice Such documentation must be complete, legible, and properly signed with title, date, and time as required The contents must meet standards, reporting requirements and rules set forth by TDMHMR, TCADA, and Burke Center
  - 4 Burke Center agrees to make payment to Contractor by check payable to Contractor and mailed to Contractor's address shown herein under NOTICES or to such other address which Contractor may provide to Burke Center in writing
- B. Staff and Facilities** Contractor will be allowed the use of the following property, equipment, space or staff to be provided by Burke Center
- The Contractor will not require the use of property, equipment, space or staff of Burke Center
- C Contract Monitoring** The Burke Center is responsible for routine monitoring of this Contract to ensure the Contractor complies with the terms of this Contract and to ensure that outcomes are appropriately managed

#### VIII INSURANCE

- A The Contractor shall be an independent Contractor and not an employee, agent, or representative of Burke Center under this Contract and shall maintain a policy of errors and omissions and general liability insurance in a form and an amount which are acceptable to Burke Center to cover any claims arising out of the performance of its services under this Contract and shall further indemnify, save harmless, and defend Burke Center from any such claims arising from any act or omission of the Contractor The Contractor shall be required to provide a copy of its certificate of insurance along with the return of this signed Contract The Contractor shall require that Burke Center be shown as an added named insured party on such policy owned by Contractor The Contractor shall provide to Burke Center a copy of written notification to its insurance carrier that a copy of all renewal policies and any notice of cancellation from insurance carrier shall be mailed directly to Burke Center at the address shown in NOTICES All renewal policies and/or cancellation notices must be received by Burke Center no less than fifteen (15) days in advance of renewal/cancellation
- B The Contractor shall also provide automobile liability insurance in amounts necessary to cover the limits of liability established by statute for units of local government such as Burke Center The Contractor shall provide a copy of its certificate of automobile liability insurance along with the return of this signed contract
- C The insurance coverage provided by the Contractor shall be the primary coverage in the event of any claim Contractor shall be responsible for all deductible amounts, excess policy limits claim and noncovered claims and amounts

#### IX. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless Burke Center, its Board of Trustees, employees and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys fees and legal expenses, brought, made for or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions, including the negligence, of Contractor or Contractor's agents or employees in the execution or performance of this Contract

**X. TERMINATION****A. Termination Upon Default**

A default shall occur under the terms of this Contract in the event of the following

- 1 If either party has failed to cure its failure, actual or anticipatory, to perform any of the obligations required herein or in any of the instruments and/or exhibits attached hereto, within ten (10) days after receiving written notice of such failure from the other party, and/or
- 2 If Contractor submits falsified information, documents or fraudulent billings to Burke Center, if Contractor has made false statements as part of this Contract, or if Contractor has failed to disclose information required by this Contract

In the event of a default under the terms of this Contract, the non-defaulting party may (a) proceed by court action to enforce performance of any obligations required under this Contract and/or to recover all damages and expenses incurred by that party by reason of such breach or other failure of performance, (b) exercise any other right of remedy available at law or equity, and/or (c) terminate this Contract. In the event of any termination of this Contract, the non-defaulting party shall not be liable for any further payments or for any payment for undelivered work or unprovided services required under the Contract, and shall be entitled to repayment of payments for undelivered work or unprovided services required herein. These remedies are cumulative of all other rights or remedies specified in this Contract or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time

**B. Immediate Termination**

Burke Center may terminate this Contract without prior notice, if

- 1 It reasonably believes that the health or safety of any person served by Burke Center is in immediate jeopardy due to the acts or omissions of Contractor or any agent, employee or associate of Contractor;
- 2 Burke Center does not receive the funding to pay for designated services under this Contract,
- 3 Contractor has become ineligible to receive Burke Center funds,
- 4 Contractor or its employee has his/her Texas license or certification suspended or revoked

**C. Termination at Will.** In addition, either party may terminate the Contract at will by providing the other party with notice of termination at least thirty (30) days prior to the proposed termination date

**D. Obligations at Termination**

- 1 The parties agree that upon any termination, Burke Center may, if necessary, conduct a fiscal audit of Contractor to determine existence of any overpayment. If Burke Center conducts an audit and verifies that Contractor has been overpaid because of improper billing or accounting practices or failure to comply with terms of the Contract, Burke Center shall notify the Contractor in writing of the overpayment, the method of computing the reasonable dollar amount to be refunded, and any other actions Burke Center may take under the Contract, and Contractor shall immediately repay Burke Center the amount of the overpayment.

- 2 The parties agree that upon termination of the Contract, Contractor is responsible for the prompt settlement of any termination claims, including claims from its employees, subcontractors or vendors
- 3 Upon termination of the Contract, Contractor and Burke Center will be discharged from any further obligation created under the terms of this Contract, excepting the indemnification and insurance against liability obligations, which obligations shall continue in full force and effect without reduction or abatement, for the full term of the period of limitations applicable to the claim, and except for the equitable settlement of their respective accrued interest or obligations incurred prior to the termination. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, the obligations of Contractor to retain records and maintain the confidentiality of information shall survive this Contract

**XI MISCELLANEOUS**

- A. Nondiscrimination** Each party to this Contract agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and the Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulation issued pursuant to these acts
- B. Amendment.** The parties agree that this Contract may not be altered, changed or otherwise modified, except where done in writing, and duly signed by an authorized representative of Contractor and the Burke Center Chief Executive Officer
- C. Entire Contract.** This instrument and any attached Exhibit(s) incorporated herein contain the entire Contract and supersede all previous Contracts, whether oral or written, between the parties hereto relating to the subject matter herein, and there are no other verbal or written understandings, promises, representations, or other terms relating to the subject matter of this Contract which are not included herein
- D. Additional Requirements.** If Contractor is required to comply with any additional requirement pursuant to rules, standards, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under this Contract or places a significant financial burden on Contractor, Contractor may, upon giving sixty (60) days' notice of such intention, be entitled to renegotiate this Contract. Contractor shall have the burden of bringing forth proof of the financial burden placed on Contractor caused by the compliance with Burke Center standards. Burke Center agrees to negotiate amendments to this Contract in good faith as needed
- E. Legal Construction**
  - 1 The parties agree that this Contract shall be construed under the laws of the State of Texas, and is performable in Lufkin, Angelina County, Texas
  - 2 If any one or more of the provisions in this Contract shall be for any reason held invalid, illegal or unenforceable in any respect, such matter shall not affect any other provision herein, and this Contract shall be construed as if such objectionable provision(s) had not been a part of the Contract
  - 3 The parties agree that this Contract shall inure to the benefit of and be enforceable against the parties hereto and their respective successors

- F. Notices** Except as expressly provided herein, any notice required or permitted to be given under this Contract must be in writing and delivered in person or by certified or registered mail, return receipt requested, postage prepaid, to the individual at the address shown below

**CONTRACTOR**  
 Judge John Thompson  
 Polk County Courthouse  
 Livingston, Texas 77351

**BURKE CENTER**  
 4101 South Medford Drive  
 Lufkin, Texas 75901  
 Attn Chief Financial Officer

Notice shall be effective on the date of delivery

**G. Investigation and Reports**

- 1 If Contractor provides any direct client care under this Contract, Contractor understands and agrees that, as required or allowed by law, Burke Center may request information from federal/state/local agencies, departments, or other appropriate sources, regarding any criminal history background of the Contractor and its agents, employees and subcontractors
- 2 Contractor further understands and agrees that Burke Center shall make appropriate reports to federal/state agencies, departments, commissions and/or boards in the event of a case of suspected client abuse in which Contractor is involved, or when a report of other information relating to Contractor is otherwise required by law

- H. Development of Contract.** Both the Contractor and Burke Center have contributed to the development of this Contract and mutually agree to evaluate its effectiveness and plan for any changes or improvements

- I. Waiver** In no event shall any payment to Contractor hereunder or any other act or failure of Burke Center to insist in any one or more instances upon the terms and conditions of this Contract constitute or be construed in any way to be a waiver by Burke Center of any breach of covenant or default which may then or subsequently be committed by Contractor. Neither shall such payment, act or omission in any manner impair or prejudice any right, power, privilege, or remedy available to Burke Center to enforce its rights hereunder, which rights, powers, privileges, remedies are always specifically preserved. No representative or agent of Burke Center may waive the effect of this provision

- J. Authority to Bind Burke Center** This Contract is not binding upon Burke Center unless and until it has been executed by the Chief Executive Officer


- K. Contractor's Authority** The person or persons executing and signing this Contract on behalf of the Contractor guarantee that they have been fully authorized by the Contractor to execute the Contract and to legally bind the Contractor to all the terms and provisions of the Contract.

- L. Exhibits.** All Exhibits referred to in this Contract and attached hereto are incorporated herein by this reference

VOL. **46** PAGE **874**

Executed in multiple originals on the day and year first above written.

**CONTRACTOR**

By 

Tax ID No 74-6001621

**BURKE CENTER**

By \_\_\_\_\_  
Susan Rushing  
Chief Executive Officer



**EXHIBIT A**

**SPECIALIZED SERVICES TO BE PROVIDED**

- 1 Contractor will provide Mental Health Deputy Transportation to clientele identified by Burke Center via the local Mental Healthcare Center or Burke Center Emergency Services who is in need of transportation to an inpatient psychiatric facility
- 2 Contractor will transport Mental Health clientele identified by Burke Center to the inpatient facility designated by Burke Center (Substance Abuse clientele are excluded from this Contract )
- 3 Contractor will transport identified Mental Health clientele on a timely basis in which transportation occurs within four (4) hours of notification by Burke Center
- 4 Contractor will provide Burke Center with a monthly statement of services rendered indicating the patient's name, date of service, type of service and destination, total Deputy time per trip, and the cost of the service
- 5 Contractor will bill for services rendered within thirty (30) days of service delivery, with the exception of any August billing which will be due no later than the fifth (5th) working day of September The monthly statement will indicate patient's name, destination, type of service provided, date of service, total Deputy time per trip, and cost of the service
- 6 Contractor will provide service in accordance with generally accepted standards for that Contractor's profession

**EXHIBIT B**

**QUALIFICATIONS OF CONTRACTOR**

Contractor is a Law Enforcement Agency with Licensed Peace Officers for the State of Texas, County Sheriff's Department.

**EXHIBIT C**

**LAWS, RULES, AND REGULATIONS**

The parties agree that Contractor shall abide by the following laws, rules and regulations and orders

A. All applicable federal laws, rules, regulations, Executive Orders, and standards, including, but not limited to the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act of 1990, as amended, and,

B All applicable state and local laws, rules, regulations, including, but not limited to T.R.C.S., Article 5561(h) and T.R.C.S., Article 5547-300, et seq., TDPRS Abuse/Neglect Rules, and TDMHMR Rule, Chapter 403, Subchapter K relating to the confidentiality of records and other identifying information of clients served by Burke Center

C All applicable standards, rules, regulations, resolutions, directives, settlements, or plans of TDMHMR, including but not limited to the following

1 TDMHMR Mental Health and Mental Retardation Community Services Standards,

2 TDMHMR Rule, Chapter 403, Subchapter T, Client Abuse and Neglect in Community Mental Health and Mental Retardation Centers, and

3 TDMHMR Rule, Chapter 401, Subchapter E, Contracts Management

D Any allegation of abuse, neglect, or exploitation of persons served under this contract will be reported by Contractor in accordance with applicable law, including TDMHMR rules, rules of the Texas Department of Protective and Regulatory Services, and rules of the Department of Health

E All applicable Texas Commission of Alcohol and Drug Abuse (TCADA), Medicare/Medicaid, ICF/MR and JCAHO rules, regulations, standards, certifications, accreditations, and licenses

F This Contract incorporates the policies and procedures, rules and regulations and purposes of TDMHMR, TCADA, and Burke Center, as if recited herein verbatim and the Contractor agrees to become familiar with and abide by all such applicable policies, procedures, rules and regulations

G All applicable local, state, and federal laws and regulations now in effect and that become effective during the term of this Contract



- the first day of each and every month, during the term of this Lease. Should the Lease be terminated as herein provided, other than by lapse of time, all obligations to pay rent under the terms of this Lease shall be made only to the date of such termination
- C** Lease will be for a term of forty-eight (48) months, commencing August 1, 2000 and expiring July 31, 2004. Either party shall have the right for any reason to cancel and terminate this Lease by giving written notice ninety (90) days prior to cancellation.
- D** It is further understood and agreed that County's equipment, its installation, maintenance, and operation will in no way damage the building or tower structure or interfere with the maintenance of SHECO's facility, including any tower structure and tower lighting system. In such event, this Lease may, at SHECO's option, terminate by giving County ten (10) days notice thereof.
- E** County agrees to take any necessary precautions, by the installation of protective equipment or otherwise, to protect all persons and property against injury or damage that may result from County's use of the tower. If, in SHECO's judgment, County has not taken such necessary precautions, SHECO shall have the right by written notice to County to terminate the permission herein granted. SHECO shall not be in any way responsible for any person or entity for the adequacy or inadequacy of such precautions of County and in that regard, County agrees to indemnify and to save and hold SHECO harmless for all costs, expenses and liabilities resulting from the operation of County's equipment and other property.
- F** County agrees to install radio equipment of a type and frequency which will not cause interference to the facility and does hereby agree to make no changes in equipment or frequency without prior approval of SHECO. In the event County's equipment causes interference, County will immediately take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within a length of time, not to exceed thirty (30) days, the County agrees to remove its equipment from SHECO's property and this Lease shall then terminate without further obligation on either part except as may be specifically enumerated herein.
- G** SHECO shall not be liable to County for any interference or interruption to service of County, regardless of whether such interference or interruption is caused by the negligence of SHECO or by any other cause including, but not limited to, any interference with or interruption to the signals, messages and other communications and transmissions, or for interference with the operation of the equipment of County, or for any damage or injury to such equipment.

- H** County shall exercise special precautions to avoid damage to facilities of SHECO and County hereby assumes all responsibility and agrees to make payment for any and all such damage so caused by County, its contractors, or the employees of either, to property of SHECO. County shall make an immediate report to SHECO of the occurrence of any such damage, and hereby agrees to reimburse SHECO for the expense incurred in making necessary repairs or replacements.
- I** County agrees to, at all times, indemnify, provide defense for, reimburse and hold harmless SHECO, its predecessors, successors, subsidiaries and affiliates, now existing or those existing in the future, and the respective directors, officers, employees, agents and representatives from and against all suits, actions, causes of action or claims of any character, type or description brought or made for or on account of, and all losses and damages arising, directly or indirectly, from (a) damage or injury to property of SHECO, (b) personal or bodily injuries or deaths of any person, including, but not limited to employees of County, subcontractors (and their employees) of County, or (c) any other type of injury or damage sustained by any person, any or all of which arise out of or result, directly or indirectly, from the operations of County, or its subcontractors, or the employees of either, or any other person or entity performing work of any kind on behalf of County. The specific acts or consequences of acts of County falling within its operation include, but are not limited to, installing, inspecting, repairing, maintaining, relocating or removing County's equipment, the presence of County's equipment or the presence of County or County's subcontractors or employees of either, in the vicinity of SHECO's facilities or equipment.

It is the intention of both parties to this agreement that the indemnification provided by County to SHECO in this article shall apply whether or not the losses, liability, claims, demands or suits covered hereunder arise from the sole or concurring negligence of SHECO, its predecessors, successors, subsidiaries and affiliates, now existing or those existing in the future, and their respective directors, officers, employees, agents or representatives. The provisions of this article are severable and invalidity or ineffectiveness, of such, of any word, phrase or sentence shall not impair the validity and effectiveness of all remaining words, phrases and sentences in this section.

- J** SHECO will not grant a Lease to any other party for use of this property if such grant would in any way affect or interfere with County's use of the property.
- K.** SHECO agrees to maintain the tower and equipment house in properly operating condition. Cost of lighting, painting and repair to SHECO's property shall be borne by SHECO. County agrees to provide and maintain their property and equipment in satisfactory condition as to appearance and safety, and to make any

repairs to SHECO's property as a result of any damage to SHECO's property by County

- L All installations and operation in connection with this tower, either by SHECO or by County, shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Authority, and Electrical codes of the city or county and state concerned Under this Lease, SHECO assumes no responsibility for the licensing, operation and/or maintenance of County's radio equipment County has the responsibility of carrying out the terms of FCC License with respect to tower light observation and notification to FAA
- M SHECO agrees that County shall have free access to the building for the purpose of installing the radio equipment and, during the continuation of this Lease, free ingress and egress to said building is hereby granted to the County for the purpose of maintenance and repair of its equipment This free ingress and egress shall be subject to the requirements of any facility owner and SHECO It is agreed, however, that only authorized engineers or employees of the County, FCC inspectors, or persons under direct supervision will be permitted to enter said property
- N SHECO shall be responsible for the declaration and payment of any applicable taxes or assessments against the property owned by SHECO
- O It is agreed by and between the parties that SHECO is not an insurer, that the payments of rental by the County as herein provided are based solely on the value of the services and facilities provided in this Lease agreement It is further agreed that SHECO shall not be liable to County for damages to County's property caused by acts of God, or other acts beyond the control of SHECO although SHECO shall exercise due diligence to restore services and facilities regardless of the nature of such cause
- P All obligations, as well as all rights and privileges contained herein shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns However, the County shall not, in any event, assign this Lease without prior written approval of SHECO
- Q County is to make arrangements for installation of any control lines as may be required for operation of the County's radio equipment
- R. In the event of County's default in the payment of rentals or County's failure to comply with any other provision of this Lease, SHECO may at its option terminate this Lease upon three (3) days written notice to County, and without affecting its

right to sue or otherwise collect for all past due rentals and any other damages to which SHECO may be lawfully entitled

EXECUTED THIS THE 25<sup>th</sup> day of July, 2000

SAM HOUSTON ELECTRIC COOPERATIVE, INC

By \_\_\_\_\_  
H E Stredel, General Manager/CEO

THE COUNTY OF POLK

By John P. Thompson  
John P Thompson, County Judge

By B E "Slim" Speights  
B E "Slim" Speights, Commissioner

By Bobby Smith  
Bobby Smith, Commissioner

By James J "Buddy" Purvis  
James J "Buddy" Purvis, Commissioner

By R. R. "Dick" Hubert  
R. R. "Dick" Hubert, Commissioner

#8



JOHN P THOMPSON  
COUNTY JUDGE

COPY

Wednesday, August 16, 2000

James C Dickson  
Memorial Medical Center Livingston  
P O Box 1257  
Livingston, Texas 77351

Dear Jay,

In a regular session held July 25, 2000, the Polk County Commissioners Court approved your one (1) year renewal option for the storage space leased from the County in the building located at 207 W Mill St.

Please consider this letter also to be our invoice for the rental payment in the amount of \$2,400 00 for the period of September 1, 2000 through August 31, 2001

Sincerely,

*Marcia*

Marcia Cook  
Assistant to the County Judge  
Polk County, Texas

Area code changes to (936), effective February 19, 2000

POLK COUNTY COURTHOUSE

LIVINGSTON TEXAS 77351

(409) 327-6813

FAX (409) 327-6891



#9  
 APPOINTMENT OF ELECTION JUDGES 2000-2001

VOTING PRECINCT	ELECTION JUDGE & ALTERNATE JUDGE
PRECINCT #1 - SEGNO	Gay Genenwein - Judge Irene Milner - Alternate Judge
PRECINCT #2 - ACE	Bessie Johnson - Judge LaVee McVay - Alternate Judge
PRECINCT #3 - GOODRICH	Shannon Welsh - Judge Aline Fisher - Alternate Judge
PRECINCT #4 - LUTHERAN CHURCH	Ruth Reeves - Judge Mary Placker - Alternate Judge
PRECINCT #5 - SCENIC LOOP VOL FIRE DEPT	Marie Martin - Judge Rose(Skeetz) Gross - Alt Judge
PRECINCT #6 - ONALSKA	Gene Ardoin - Judge Pat Travis - Alternate Judge
PRECINCT #7 - CITY HALL LIVINGSTON	Dewayne Coburn - Judge Cannon Pritchard - Alt Judge
PRECINCT #8 - LEGGETT	Elaine Barrington - Judge Rita Bloodworth - Alternate Judge
PRECINCT #9 - MOSCOW	Shirley Wingate - Judge Sam Martin Jr - Altrnate Judge
PRECINCT #10 - CORRIGAN	Leon Stricklen - Judge Bobby Smiley - Alternate Judge
PRECINCT #11 - BARNES	David Shores - <sup>Alt</sup> Judge Jerry Swearingen - <del>Judge</del>
PRECINCT #12 - INDIAN RESERVATION	Sharon Miller - Judge Dottie Clevenger - Alt Judge
PRECINCT #13 - DALLARDSVILLE	Kimberly Moye - Judge Alice Fay Carter - Alt Judge
PRECINCT #14 - INDIAN SPRINGS POA	Hazel Rumby - Judge Joe Roeder - Alternate Judge
PRECINCT #15 - SCHWAB CITY	Velma Key - Judge Darven K. Price - Alt. Judge

<b>VOTING PRECINCT</b>	<b>ELECTION JUDGE &amp; ALTERNATE JUDGE</b>
<b>PRECINCT #16 - V.F W HALL</b>	<b>Danielle Welborn - Judge Trudie Neal - Alternate Judge</b>
<b>PRECINCT #17 - BLANCHARD BAPT. CHURCH</b>	<b>Hugh Myers - Judge Claude Baldree - Alt Judge</b>
<b>PRECINCT #18 - DUNBAR GYM</b>	<b>Stella Jackson - Judge Lowell Crew - Alternate Judge</b>
<b>PRECINCT #19 - ESCAPEE'S ACTIVITY CENTER</b>	<b>Elizabeth (Betty) Mobry - Judge Jo Goehrung - Alternate Judge</b>
<b>PRECINCT #20 ESCAPEE'S CARE CENTER</b>	<b>Robert L. Bingham - Judge (To be named later) Alt Judge</b>

#10



June 7, 2000

Polk County Courthouse  
Livingston, Texas 77361

Attention John P. Thompson  
County Judge

Subject Phase I Environmental Site Assessment & Asbestos Survey  
1.05-Acre Property Identified as Block 17, Livingston, Texas  
AEC Proposal Number E00-06-06

Dear Judge Thompson,

Aviles Engineering Corporation (AEC) is pleased to submit this proposal to perform a Phase I Environmental Site Assessment (ESA) and Asbestos Survey of the above-referenced property (the "Property"). Our scope of services for the Phase I ESA will conform to applicable standards of practice as designated by American Society of Testing and Materials (ASTM) E 1527-97 for the Phase I ESA process. Our scope of services for the Asbestos Survey will conform to applicable standards of practice as designated by the Texas Department of Health and the Environmental Protection Agency pursuant to the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

We understand that Polk County is considering the acquisition of property identified as Block 17, located adjacent to the county courthouse. The Property will be incorporated in planned expansion and upgrading of the county's administrative and judicial facilities in Livingston. The Property is in downtown Livingston, and is bounded by Mill Street, Washington Avenue, Abbey Street and Jackson Avenue.

The purpose of this ESA is to assess Recognized Environmental Conditions – as the term is defined by ASTM - associated with the Property, which could result in regulatory liability and response costs for the county. Such conditions, for most commercial properties, could include subsurface contamination resulting from previous activities on the Property, as well as from migration of contaminants from adjacent, offsite sources. We understand that the subject Property is located in a commercial section of downtown Livingston and that the Property and adjoining properties have been used for a variety of commercial purposes since the area was originally developed. This Phase I investigation will investigate the historical uses of the Property and vicinity properties in order to assess the potential existence of environmental impairments at the site.

The Phase I ESA process includes a site reconnaissance, interviews with persons familiar with the former uses of the property, a review of historic maps and documentation, aerial photographs, maps, city directories and a regulatory data search conducted by an independent specialty services vendor. The Asbestos Survey involves sampling and testing of potentially asbestos-containing materials within the two structures located at the Property. The results of each of these investigations will be combined into a single report.

Our proposed scope of work for a Phase I Environmental Site Assessment & Asbestos Survey, along with a project schedule and lump sum cost is provided below. If there is reason to suspect the presence of significant subsurface contamination of soil and/or groundwater, a scope and cost proposal for a Phase II ESA will be provided. If, as a result of the Asbestos Survey, asbestos containing materials are discovered within the retail furniture structure, a cost estimate for the actual abatement of the asbestos containing materials (by a third party, low bid contractor) will be included in the report. In addition, a scope and cost proposal for developing a site-specific asbestos abatement specification will be provided.

### **Scope of Services**

#### **Phase I Environmental Site Assessment**

AEC will provide the following Phase I ESA services:

- Review historical data including, but not limited to, aerial photographs, fire insurance maps (if available), local city directories, and topographic maps to verify past uses of the Property and adjacent properties. A 50 year title search will be reviewed if available, however, a title search will not be commissioned exclusively for environmental assessment purposes, because there are other independent and less costly means of acquiring historical property use data,
- Conduct an on-site reconnaissance of all readily accessible areas of the Property. During the site reconnaissance, the Property will be visually inspected for the presence and management of solid and hazardous waste, wastewater, and any obvious signs of environmental releases or impacts. In addition, a survey will be conducted to identify materials that potentially contain polychlorinated biphenyls (PCBs), however, no PCB sampling will be performed as part of this scope of work.
- Conduct interviews with available previous and current owners and occupants and adjoining property owners or operators to obtain information relevant to the Property and adjoining properties.

#### **Asbestos Survey**

*Note: Improvements to the Property consist of nine separate buildings - eight of which are connected into one large building - with the combined building area at the Property of approximately 28,000 square feet. For the purposes of the asbestos survey, the separate buildings must be addressed essentially as independent subjects. Simplifying generalizations cannot be made about large "homogeneous" areas within the retail furniture structure- ceiling.*

*tiles for example – that could normally be made about a large structure which was constructed as a single unit. Of necessity, the cost estimate for performing the overall asbestos survey of the structures on the Property reflect the fact that there are nine separate buildings on the Property rather than two*

AEC will provide the following Asbestos Survey services

- Visual inspection of the building for identification of potential asbestos-containing materials (ACM),
- Sampling of materials suspected of containing asbestos, as specified by an EPA-accredited asbestos inspector who has met the requirements of Title 40, Part 763, Part III, Subpart E, Appendix C of the Code of Federal Regulations, and who is currently licensed by the Texas Department of Health to perform asbestos inspections. Sampling will be restricted to readily accessible homogeneous areas that do not require destruction of walls, other building elements, physical barriers, or the structural integrity of the building,
- Analysis of collected bulk samples, using Polarized Light Microscopy (PLM) for asbestos content in accordance with regulations codified in Title 40 Part 763, Appendix A to Subpart F (Interim Method of the Determination of Asbestos in Bulk Insulation Samples) of the Code of Federal Regulations,

AEC will prepare a written report summarizing our investigation and findings. The report will be prepared according to standard industry practices, will clarify the scope of work, and will detail the assessment procedures and results. Copies of all relevant information (aerial photographs, records review information, site visit field notes, selected site map with the locations of any environmental conditions, site photographs, interview memorandums, etc.) will be provided in the report as documentation. The report will list identified Recognized Environmental Conditions and will summarize recommendations for further investigation, if necessary. These recommendations will be based on applicable laws and regulations. The results of the Asbestos Survey will be summarized including a listing of dimensioned homogeneous areas that were sampled and a tabulated summary of the results of the laboratory testing of bulk samples. The report will include a summary of any homogeneous areas that were not accessible due to limitations of destructive sampling as described above. Three (3) copies of the Phase I ESA & Asbestos Survey report will be provided to you.

### **Limitations**

This Phase I ESA will be performed in accordance with current industry standards including the general provisions of the American Society for Testing and Materials (ASTM) Standard E 1527-97. This Phase I ESA will be limited to information that is "reasonably ascertainable" and "practically reviewable", according to ASTM standards, considering the time and cost associated with the assessment. AEC does not guaranty the completeness or accuracy of the regulatory agency files and site listings.

AEC cannot guarantee that not finding indicators of hazardous substances or petroleum products means that these materials do not exist on site. AEC cannot be responsible for failure to disclose Recognized Environmental Conditions that may exist on or near the property but were not identified due to limiting the assessment to information that is "reasonably ascertainable" and "practically reviewable" as discussed above. This Phase I ESA is intended to reduce, but not eliminate uncertainty regarding the potential existence of Recognized Environmental Conditions in connection with the Property. No sampling or analysis to assess the potential presence of hazardous substances or petroleum products, with the exception of asbestos sampling and testing as described herein, is included in the scope of work for this ESA. An evaluation of the requirements of the State Historical Preservation Officer with regard to the proposed demolition of the retail furniture structure is not included in the scope of this Phase I ESA.

The report will be prepared for the sole use of Polk County, and should not be distributed to third parties without written authorization and a signed agreement with AEC.

**Schedule and Cost for Phase I ESA & Asbestos Survey**

AEC is prepared to begin work upon receipt of a signed work authorization. It is understood that the results of the Phase I ESA and Asbestos Survey, will be considered during meetings to be held at the end of July. As a result, the performance of this scope of services will be expedited and the report will be completed within 14 calendar days of the signed authorization date. The lump sum cost for this project is \$9,879. An itemized cost spreadsheet is included as Attachment A. An invoice will be submitted to you upon completion of the project, and remittance will be due within 30 days of the date on the invoice. For your convenience, a project authorization and agreement statement has been included below.

AEC appreciates the opportunity to submit this proposal for environmental consulting services. Please direct any questions to me at this office.

Sincerely,

*William Curra*  
William Curra, P E  
Environmental Division Manager

WFC  
attachment

**AUTHORIZATION and AGREEMENT**

The signature below authorizes the work described in this AEC Proposal No. E00-06-06, dated July 7, 2000.

FOR Polk County

BY

*John P. Thompson*  
John P. Thompson

TITLE County Judge

DATE July 25, 2000

(approved by Polk County Commissioners Court)

**Attachment A**  
**Phase I ESA & Asbestos Survey**  
**1.05-Acre Property Identified as Block 17**  
**Livingston, Texas**

Item and Description	Unit Cost	Units	Quantity	Total Cost
<b>Item 1 Obtaining and Reviewing Records</b>				
50 Year Chain-of-title	\$260	ea	0	\$0
Historical aerials (50 years)	\$100	set	1	\$100
Standard agency records	\$90	ea	1	\$90
Fire insurance maps	\$55	ea	1	\$55
City directories	\$55	ea	1	\$55
Oil and gas records	\$130	ea	0	\$0
Water wells	\$100	ea	0	\$0
LPST file abstracts	\$0.10	copy	400	\$40
Proj Scientist (review maps, rcds, abstracts)	\$55	hr	8	\$440
Project Manager	\$98	hr	1	\$98
Word Processing	\$40	hr	1	\$40
			<b>Subtotal</b>	<b>\$869</b>
<b>Item 2 Phase I ESA Site Visit and Interviews</b>				
Mileage	\$0.35	mi	200	\$70
Film and development	\$25	roll	1	\$25
Proj Scientist	\$55	hr	10	\$550
Project Manager	\$98	hr	1	\$98
			<b>Subtotal</b>	<b>\$743</b>
<b>Item 3 Asbestos Survey</b>				
Asbestos Survey	\$5,750	LS	1	\$5,750
<b>Item 4 ESA &amp; Asbestos Survey Report:</b>				
Proj Scientist	\$55	hr	32	\$1,760
Project Manager	\$98	hr	4	\$392
Sr Consultant	\$150	hr	0.5	\$75
Word Processing	\$40	hr	4	\$160
Drafting	\$40	hr	2	\$80
Photocopies	\$0.10	copy	200	\$20
Color copies	\$1	copy	30	\$30
			<b>Subtotal</b>	<b>\$2,517</b>
<b>Project Total</b>				<b>\$9,879</b>

#12



Deep East Texas Council of Governments and Economic Development District  
274 E Lamar Street • Jasper, TX 75951 • (409) 384-5704 • Fax (409) 384 6177 • (800) 435 3377

**COPY** // Area Agency  
on Aging  
OF DEEP EAST TEXAS  
Funding provided by the  
Texas Department on Aging

WALTER G DIGGLES  
Executive Director

HOLLY ANDERSON  
AAA Director

TO Holly Anderson  
DATE July 7, 2000  
SUBJECT LETTER OF INTENT TO PROVIDE SERVICES

Please accept this notice as our Letter of Intent to provide the following services for the Deep East Texas Council of Governments, Area Agency on Aging

- 1  Home Delivered Meals
- 2  Congregate Meals
- 3  Transportation
- 4  Adult Day Care
- 5  Nursing Home Ombudsman
- 6  Benefits Counseling
- 7  Homemaker Services
- 8  Personal Assistance Services
- 9  Residential Repair - Labor
- 10  Meal Delivery
- 11  Other

\_\_\_\_\_  
Agency

  
Authorized Signature

Serving Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, Tyler counties  
Equal Opportunity Employer





Vendor Number 2001  
Service Area \_\_\_\_\_  
Effective Date(s) 10/1/2000 - 9/30/2001

VENDOR AGREEMENT

BETWEEN

DEEP EAST TEXAS COUNCIL OF GOVERNMENTS  
AREA AGENCY ON AGING

AND

Polk County Aging Services

TO PROMOTE QUALITY OF LIFE FOR OLDER PERSONS  
IN DEEP EAST TEXAS

  
\_\_\_\_\_  
Authorized Signature

John P. Thompson Polk County Judge  
Typed Name, Title and Date

AREA AGENCY ON AGING OF DEEP EAST TEXAS

Walter G Diggles, Executive Director      September 30, 2000

## MEMORANDUM OF AGREEMENT

## INTRODUCTION

The Deep East Texas Council of Governments (DETCOG) was designated in 1974 as the Area Agency on Aging for Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity and Tyler counties. Within its structure, the Area Agency on Aging of Deep East Texas (AAA/DET) is a single identifiable unit that serves as a focal point for the planning, coordination and system development of aging services.

The Health and Human Services Commission of the State of Texas provides for a statewide, locally-based system of information, access, assistance, advocacy and services.

The Area Agency on Aging of Deep East Texas is responsible under Title III of the Older Americans Act, for the development and implementation of a comprehensive and coordinated service system in order to

- 1 secure and maintain independence and dignity in a home environment for older individuals capable of self care with appropriate supportive services,
- 2 remove individual and social barriers to economic and personal independence for older individuals, and
- 3 provide a continuum of care for the vulnerable elderly

## PURPOSE

The purposes of this Memorandum of Agreement between the AREA AGENCY ON AGING OF DEEP EAST TEXAS (hereinafter referred to as AAA/DET) and Polk County Aging Services (hereinafter referred to as "the VENDOR") are to identify areas of mutual interest, to define terms for mutual cooperation and coordination of health and human services and to pledge joint efforts to promote the mission of the Older Americans Act identified above.

The VENDOR shall become a partner in the AGING NETWORK OF DEEP EAST TEXAS and this agreement shall become an integral part of the AREA PLAN FOR AGING SERVICES IN DEEP EAST TEXAS.

**GENERAL OPERATIONS****AAA/DET Will**

- 1 Prepare and submit the Area Plan for Aging Services for Deep East Texas
  - a. Identify needs
  - b. Prioritize services
  - c. Develop regional goals and objectives for
    - Access and Assistance
    - Community-based services
    - In-home services
    - Institutional care-resident advocacy
- 2 Develop vendor agreements or contracts with service providers
- 3 Conduct public hearings on aging issues
- 4 Monitor delivery of services
- 5 Maintain documentation and file necessary reports to funding agencies

**VENDOR Will**

- 1 Provide AAA with ADA Self Assessment or other confirmation of compliance with the Americans With Disabilities Act
- 2 Provide AAA with confirmation of compliance with Health Inspection requirements (for congregate and home delivered meal providers)
- 3 Provide AAA with confirmation of compliance with Texas Department of Health Food Service and Sanitation Course for All Restaurant Managers (for congregate and home delivered meal providers)
- 4 Provide AAA with confirmation of monthly nutrition education to congregate and home delivered meal participants
- 5 Provide AAA with confirmation of approved menus, developed by licensed dietitians, that comply with provisions in the Older Americans Act, Subpart 4, 339, relating to compliance with Dietary Guidelines and Recommended Dietary Allowances (for congregate and home delivered meal providers)

- 6 Provide AAA with confirmation of comprehensive and liability insurance equal to or greater than that required by Texas Department of Transportation for public transportation, and other required documents as stated in Texas Administrative Code Rule 270.3(I) – Transportation Standards (transportation providers)
- 7 Designate a liaison to provide advice and assistance in the development of the Area Plan for Aging Services for Deep East Texas
- 8 Provide meeting space for AAA public meetings, i.e., Educational Forums, Regional Council on Aging meetings, Silver-Haired Legislature Candidate Forums, Public Hearings, etc
- 9 Provide notification to AAA of activities that affect older persons including public hearings, educational forums, coalitions and solicitations for bids

AN AGREEMENT BY AND BETWEEN  
DEEP EAST TEXAS COUNCIL OF GOVERNMENTS  
AREA AGENCY ON AGING

LOCATION 274 East Lamar, Jasper, Texas 75951  
MAIL 274 East Lamar, Jasper, Texas 75951  
PHONE (409) 384-5704  
FAX (409) 384-6177  
E-MAIL handerson@detcog.org  
CONTACT Holly Anderson, Director, Area Agency on Aging

AND VENDOR

ENTITY Polk County Aging Services  
LOCATION P. O. Box 1192 /1312 N. Houston Livingston, Texas 77351  
MAIL P. O. Box 1192 Livingston, Texas 77351  
PHONE 936-327-6844  
FAX 936-327-6889  
E-MAIL \_\_\_\_\_  
CONTACT Lezli Myers

FOR THE PURCHASE OF

<u>PRODUCT/SERVICE</u>	<u>UNIT</u>	<u>RATE</u>
1 Home Delivered Meals	1 meal	<u>Pending Negotiations</u>
2 Congregate Meals	1 meal	<u>Pending Negotiations</u>
3 Transportation	1 trip	<u>Pending Negotiations</u>
4 Adult Day Care	½ day	_____
5 Nursing Home Ombudsman	1 hour	_____
6 Benefits Counseling	1 hour	_____
7 Homemaker Services	1 hour	_____
8 Personal Assistance Services	1 hour	_____
9 Residential Repair - Labor	1 hour	_____
10 Meal Delivery	1 meal/trip	_____
11 Other _____	_____	_____

PURCHASE TERMS/POLICIES

Vendor

Polk County Aging Services

- 1 AAA/DET will assess client need, develop plan of care and authorize purchase of specified units of service
- 2 Client will have opportunity to select provider from list of approved vendors
- 3 AAA/DET will notify Vendor of purchase order including
  - product or service description
  - client profile including ID number
  - service delivery period (start/end dates)
- 4 Vendor notification may occur by one or more of the following methods
  - Telephone Contact
  - Faxed Work Order
  - E-Mail
- 5 Vendor shall submit invoice and service documentation to the AAA/DET by the 8<sup>th</sup> day of the month for payment within 30 days (see Vendor Agreement Attachment 1, Funding Obligations)  
  
Any vendor invoices and service documentation received after the 8<sup>th</sup> day of the month will be held until the following month for processing
- 6 The attached Texas Administrative Code, Rules and Standards for Services, become part of this vendor agreement, and the Vendor agrees to provide services within these required standards

Deep East Texas Council of Governments  
Area Agency on Aging  
Vendor Agreement  
Attachment 1

I FUNDING OBLIGATION

The VENDOR acknowledges that the COUNCIL'S obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this agreement, is limited to monies received from the Administration on Aging, and that unless and until adequate funds have been received from said entities, the COUNCIL shall not have, under terms of this agreement, any obligations to the VENDOR

The VENDOR understands that it must have sufficient financial solvency to sustain said agreement performance until adequate funds are received by the COUNCIL to reimburse said VENDOR

The COUNCIL shall not be liable to the VENDOR for any expenditures which are not allowable costs as defined in the rules and regulations, Federal Register Vol 55 #63, and Code of Federal Regulations Title 45, Part 74, as of October 1, 1990, or which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by the Texas Department on Aging

The COUNCIL agrees to make payment to the VENDOR in the amounts and upon the terms, provisions and budgets as set forth in the Direct Service Agreement, and the VENDOR agrees to accept such payments as full compensation for services performed hereunder

II ACCESSIBILITY OF RECORDS

The VENDOR shall give COUNCIL, Texas Department on Aging, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this agreement. Such right of access shall continue as long as such records, or any of them, are in existence. VENDOR shall include the substance of this provision in all subcontracts

III PAYMENT SUSPENSION AND VENDOR TERMINATION

In the event monitoring, evaluation of activities or completion of client satisfaction surveys by the COUNCIL or its VENDOR agents, disclose serious deficiencies in the operation of agreement, the COUNCIL may elect to suspend or terminate this agreement upon fifteen (15) days written notice from the COUNCIL to the VENDOR. The VENDOR, upon notification of such suspension or termination, shall have the right to appeal such suspension or termination following procedures outlined in 40 TAC 254 17,

as applicable This agreement may be terminated upon the occurrence of any of the following events

- Discontinuance of funding to the COUNCIL from the Texas Department on Aging, or
- Failure of the VENDOR to comply with any or all of the terms and conditions of this agreement and any attachment thereto, or
- Mutual agreement between the COUNCIL and the VENDOR, or
- Discovered or disclosed deficiencies in the operation of the VENDOR supported under the provisions of this agreement

In the event of termination, final billings for units of services delivered pursuant to the agreement will be submitted to the COUNCIL within fifteen (15) calendar days from the termination by the VENDOR. It is understood that no units delivered after the termination date will be reimbursed.

If this agreement is terminated as provided above, the COUNCIL may require the VENDOR to transfer title and deliver to the COUNCIL or to another authorized VENDOR any property acquired by Federal funds or assigned to the VENDOR by the COUNCIL for the purposes of this VENDOR.

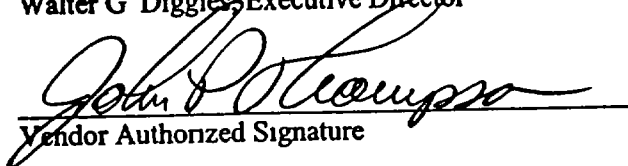
IV TARGETING

VENDOR shall assure, in accordance with the Older Americans Act of 1965, as amended, Section 306(a)(5)(B), that preference in the delivery of services is given to

- Older individuals in rural areas,
- Older individuals with greatest economic need (with particular attention to low-income minority individuals),
- Older individuals who have greatest social need (with particular attention to low-income minority individuals),
- Older individuals with severe disabilities,
- Older individuals with limited English-speaking ability, and,
- Older individuals with Alzheimer's Disease or related disorder with neurological and organic brain dysfunction and the caretakers of such individuals

\_\_\_\_\_  
Walter G Diggles, Executive Director

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Date



## CERTIFICATION REGARDING PROGRAM CONTRIBUTIONS

Vendor agencies will comply with the requirements described in 40 TAC 260 2 relating to program income (copy is attached and made part of this agreement)

  
Vendor Authorized Signature

\_\_\_\_\_  
Date

**Contributions**

The VENDOR shall ensure that written procedures for contributions for the cost of providing services are established for use by each service provided. These procedures shall

- Provide all eligible clients or their family or advocate with the opportunity to voluntarily contribute all or part of the cost of the service, regardless of the method of service procurement,
- Protect the privacy of such contributions,
- Safeguard and account for all contributions,
- Require that all client contributions must be used to support or expand services provided under an approved area plan, in accordance with applicable federal fiscal and program regulations, and
- Allow the establishment of suggested contribution schedules which considers the income ranges of the client population and the service provider's other resources
- Provide for recovery of the full cost of the service when it is provided to ineligible staff and guests under 60

These procedures shall not

- Require a contribution as a condition for receiving services, or
- Establish income as a means test when establishing suggested contribution schedules

AMERICANS WITH DISABILITIES ACT  
ASSURANCE STATEMENT

Polk County Aging Services does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities Vendor will comply with the Americans With Disabilities Act

I certify that compliance with the Americans With Disabilities Act of 1990, as amended, will be accomplished and that evidence of such compliance will be available to the Deep East Texas Area Agency on Aging staff or representative during scheduled monitoring visits

  
Vendor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Holly Anderson, Director  
Approval by Area Agency on Aging  
Deep East Texas Council of Governments

\_\_\_\_\_  
Date

TEXAS ADMINISTRATIVE CODE  
SERVICE STANDARDS  
ASSURANCE STATEMENT

Polk County Aging Services will comply with all applicable service standards applicable for aging programs, as required by the Texas Administrative Code. These service standards for aging programs are attached and thereby made part of this agreement.

I certify that compliance with all applicable Texas Administrative Code for service standards for aging programs will be accomplished and that evidence of compliance will be available to the Deep East Texas Area Agency on Aging staff or representative upon request.

  
Vendor Authorized Signature

\_\_\_\_\_ Date

\_\_\_\_\_  
Holly Anderson, Director  
Approval by Area Agency on Aging  
Deep East Texas Council of Governments

\_\_\_\_\_ Date

## DEFINITIONS

## Covered Contract/Grant and Subcontracts/Subgrants.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrants) and are between the Texas Department on Aging or its agents/grantees and another entity
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators
  - b. Providers of audit services required by the Texas Department on Aging or federal funding source.
  - c. Researchers

<b>DEBARMENT</b>	An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts/grants. A person so excluded is "debarred."
<b>GRANT</b>	An award of financial assistance, including cooperative agreements, in the form of money or property in lieu of money by the federal government to an eligible grantee
<b>INELIGIBLE.</b>	Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory executive order or regulatory authority other than Executive Order 12549 and its agency implementing regulations for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction
<b>PARTICIPANT</b>	Any person who submits a proposal for entry into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract/grant as an agent or representative of another participant.
<b>PERSON</b>	Any individual, corporation, partnership, association, unit of government, or legal entity however organized, except: foreign governments or foreign governmental entities, public international organizations foreign government owned (in whole or part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities
<b>PRINCIPAL.</b>	Officer director owner partner key employee, or other person within a participant with primary management or supervisory responsibilities or a person who has a critical influence on or substantive control over a covered contract/grant whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are: <ol style="list-style-type: none"> <li>(1) Principal investigators.</li> <li>(2) Providers of audit services required by the Texas Department on Aging or federal funding source.</li> <li>(3) Researchers</li> </ol>
<b>PROPOSAL.</b>	A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract/grant.
<b>SUSPENSION</b>	An action taken by a suspending official in accordance with 45 CFR part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts/grants for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is suspended.
<b>VOLUNTARY EXCLUSION OR VOLUNTARILY EXCLUDED</b>	A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee

- The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.
- The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE POLK COUNTY AGING SERVICES

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO. 74-6001621

*John P. Thompson*  
Signature of Authorized Representative

JOHN P THOMPSON  
Printed/Typed Name of Authorized Representative

JULY 25, 2000  
Date

COUNTY JUDGE  
Title of Authorized Representative

THIS CERTIFICATION IS FOR FY \_\_\_\_\_ PERIOD BEGINNING \_\_\_\_\_ and  
ENDING \_\_\_\_\_

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 requires the Texas Department on Aging (TDoA) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee. "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms.

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency or the Texas Department on Aging may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that should the proposed covered contract/grant be entered into it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency and/or the Texas Department on Aging, as applicable.  
Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? \_\_\_\_\_ YES \_\_\_\_\_ NO
5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts and Grants" without modification in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract/subgrant a initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency as applicable, and/or the Texas Department on Aging may pursue available remedies, including suspension and/or debarment.

**DEBARMENT AND SUSPENSION**

**Executive Order 12549 and FAR 521 209-5**

This executive order called for the creation of a government wide debarment and suspension system in connection with all transactions with federal agencies. Debarment and suspension are actions taken by the federal government against organizations or individuals who have committed fraud or a criminal offense in violation of federal law (see item 2 below). The regulations require that the Institute (which is the formal applicant for grant and contract funds from the federal government) certify that neither the Institute or the institute's officers nor researchers

1 Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as being eligible to receive federal funds) by any federal department or agency

2 Have, within a 3-year period preceding an application for funding, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

3 Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in (2) above

4 Have, within a 3-year period preceding this application, had one or more public transactions (federal, state, or local) terminated for cause or default

In this case, the applicant is the Institute, the principals are members of the Executive Committee of the Corporation of Massachusetts Institute of Technology or senior administrative staff, and researchers are the faculty and their professional colleagues who undertake such research activities

Massachusetts Institute of Technology treats this requirement as a negative certification, i.e., that no principals or researchers at the Institution are debarred, suspended, or proposed for debarment or suspension.

Any individual who meets any of the conditions in 1-4 above must immediately notify the Office of Sponsored Programs and are precluded from receiving federally funded grant or contract awards or from being paid with federal funds.

<http://web.mit.edu/org/o/osp/www/debarmen.htm>

6/12/00

07/25/00 TUE 09 22 FAX 4093845300



#13

**ORDER  
OF THE POLK COUNTY COMMISSIONERS COURT**  
Designating "Surplus Property" for disposal

WHEREAS, in a regularly called meeting of the Polk County Commissioners Court held July 25, 2000, the following items were determined to be "Surplus property", as defined by Local Government Code, Chapter 263 Subchapter D, Section 263 151,

Department	Qty	Item Description	Serial# / VIN	Polk Asset #
ROAD & BRIDGE, PCT 1		Misc culverts and scrap metal	N/A	N/A

THEREFORE, the aforementioned items are hereby designated as Surplus Property of the County and shall be offered for sale by competitive bidding

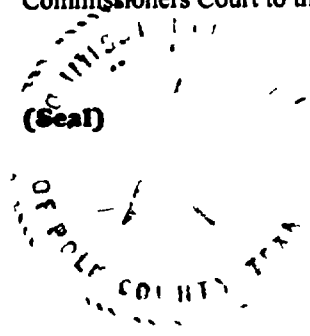
  
John P. Thompson, County Judge

**CERTIFICATE OF THE COUNTY CLERK**

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on July 25, 2000

IN WITNESS WHEREOF, I have affixed my signature and the official seal of the Polk County Commissioners Court to this certification

  
Barbara Middleton, County Clerk  
Polk County, Texas





#14

**RESOLUTION  
IN SUPPORT OF THE  
TEXAS SOLID WASTE GRANTS PROGRAM**

**COUNTY OF           POLK**

**WHEREAS, the State of Texas remits one-half of the “tipping fee” on solid waste disposal to local governments through regional councils of governments in each region of the state; and**

**WHEREAS, the aggregation and regional distribution of these funds has allowed numerous counties to undertake local projects that could not have been otherwise accomplished; and**

**WHEREAS, these projects have included law enforcement related to illegal dumping, recycling services, waste collection stations, river and lake clean-ups, and collection and disposal of household hazardous waste; and**

**WHEREAS, the private sector has benefited from these projects through sale of equipment and materials, through removal of waste products, and through improving markets for recycled materials; and**

**WHEREAS, the program in 1998 and 1999 contributed directly to private property owners and to the State of Texas’ legislative objectives by:**

- **Removal of over 19,000 tons of waste from illegal sites;**
- **Diversion over 620,000 tons of waste to recycling;**
- **Collection of over 200,000 gallons of paint and over 50,000 gallons of oil for reuse or safe disposal;**

- Avoidance of litter through collection of over 50 tons of waste and recyclables at citizen collection stations; and
- Identification of over 283,000 illegal dump sites; and

WHEREAS, local governments have partnered with regional councils of governments for law enforcement training on enforcement of illegal dumping laws; regional recycling projects; and regional public education programs directed at illegal dumping and recycling; and

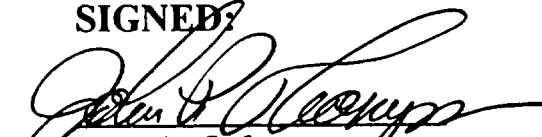
WHEREAS, the program also has allowed councils of governments to meet state requirements for regional solid waste plans, regional identification of closed landfill sites, technical assistance to local governments, and maintaining regional solid waste advisory committees. now therefore

BE IT RESOLVED, this July 25th day of the year 2000 that the County of POLK supports the continuation and expansion through regional councils of governments of the Texas Solid Waste Grants program and specifically requests that the Texas Legislature appropriate the full one-half of fees collected to this important program.

ATTEST·

  
County Clerk

SIGNED·

  
County Judge

POLK COUNTY  
By Bill Law County Auditor

July 25 2000

Budget Revision  
#2000-20

9/1/00

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-271-000	General Fund Balance		128 750 00	Per Judge Thompson			
010-512-300	Uniforms	300 00		Per Wyatt Cooksey	3 350 00	3 650 00	300 00
010-512-333	Groceries	6 000 00		Per Wyatt Cooksey	79 000 00	85 000 00	6 000 00
010-512-334	Paper Supplies	840 00		Per Wyatt Cooksey	10 200 00	11 040 00	840 00
010-512-391	Medical Supplies/Services	9 400 00		Per Wyatt Cooksey	99 105 00	108 505 00	9 400 00
010-512-491	Inmate Supplies	2 000 00		Per Wyatt Cooksey	12 000 00	14 000 00	2 000 00
010-512-426	Travel Transport Prisoner	1 460 00		Per Wyatt Cooksey	9 028.87	10 488.87	1 460 00
010-630-404	Indigent Health Care	100 000 00		Per Judge Thompson	681 000 00	781 000 00	100 000 00
010-645-426	Travel/Training		1 000 00	Per Molly Locke	5 500 00	4 500 00	1 000 00
010-645-572	Office Furnishing/Equipment	1 000 00		Per Molly Locke	1 350 00	2 350 00	1 000 00
015-342-621	Road Repair Reimbursement	-5 000 00		Check from Famcor Oil Inc	-32 000 00	37 000 00	5 000 00
015-621-340	Taylor Lake Expenditures	5 000 00		Check from Famcor Oil Inc	60 438 00	65 438 00	5 000 00
015-369-100	Road Material Reimbursement	36 08		Check from B E Speights	-46 693 71	-46 729 79	36 08
015-621-339	Construction/Materials	36 08		Check from B E Speights	226 838 69	226 874 77	36 08
015-621-339	Construction/Materials		2 125 00	Per Commissioner Slim Speights	226 874 77	224 749 77	2 125 00
015-621 106	Part Time Salaries	2,125 00		Per Commissioner Slim Speights	3 000 00	5 125 00	2 125 00
015-369-200	Road Material Reimbursement	-21 557 97		Check from Bridgeview POA	123 142 65	144 700 62	21 557 97
015-622-339	Construction/Materials	21 557 97		Check from Bridgeview POA	271 445 50	293 003 47	21 557 97
015-369-200	Road Material Reimbursement	3 323 41		Check from Creekside POA	144 700 62	148 024 03	-3 323 41
015-622-339	Construction/Materials	3 323 41		Check from Creekside POA	293 003 47	296 326 88	3 323 41
015-622-339	Construction/Materials		4 639.26	Per Commissioner Bobby Smith	296 326 88	291 687 59	-4 639 29
015-622-673	Capital Outlay	4 639.26		Per Commissioner Bobby Smith	459 067 00	463 706.29	4 639.29
015-623-105	Salaries		2,712 67	Per Commissioner Buddy Purvis	219 328 88	216 616.21	2 712 67
015-623-106	Part Time Salaries	2 712 67		Per Commissioner Buddy Purvis	34 000 00	36 712 67	2 712 67
032-565-377	Materials/Supplies		1 500 00	Per James Richardson	28,280 00	26 780 00	1 500 00
032-565-573	Capital Outlay	1 500 00		Per James Richardson	202 493 86	203 993 86	1 500 00


Approved By

Date: 7/25/00



POLK COUNTY					July 25 2000
By Bill Law County Auditor					
051-645-427	Travel/Training			1 500 00	1 000 00
051-645-332	Cleaning Supplies	1 000 00		4 000 00	1 000 00
094-426-435	Restoration/Preservation	8 750 00		19 750 00	8 750 00
	Total	141 726 93		141 726 93	

Budget Revision #2000-20	
1 000 00	Per Lezli Myers
3 000 00	Per Lezli Myers
11 000 00	Per Judge Thompson


Approved By:   
 Date: 7/25/00

POLK COUNTY  
By Bill Law County Auditor

Budget Revision  
#2000-20a

July 25 2000

Fund Account	Description	Increase	Decrease	Comments	July 25 2000		
					Original Budget	Amended Budget	Net Change
015-369-100	Reimburse Road Materials	200 00		Check from Mr or Mrs Alvin Miller	-46 729 79	-46 929 79	200 00
015-621-339	Construction	200 00		Check from Mr or Mrs Alvin Miller	224 749 77	224 949 77	200 00
032-595-387	Hydro-Mulch Expenditures		1 000 00	Per James Richardson	16 500 00	15 500 00	1 000 00
032-595-490	Miscellaneous	1 000 00		Per James Richardson	3 958 43	4 958 43	1 000 00
	<b>Total</b>	<b>1 000 00</b>	<b>1 000 00</b>				

Approved By   
Date 7/25/00

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	7 947 54
015 ROAD & BRIDGE ADM	194 446 65
051 AGING DEPT	192 60
TOTAL OF ALL FUNDS	282 586 79

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*

CHECK # 151925

BANK ACCT MAIN  
 07/14/2000  
 \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ \$50 00  
 \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$  
 \*\*\*\*\*50 00

JASPER COUNTY CONSTABLE  
 203 ARMSTRONG RD  
 JASPER TX 75951

CHECK # 151925

010-325-801 GENERAL FUND  
 SC0221 50 00  
 \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$  
 \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$ VOID \$\$\$



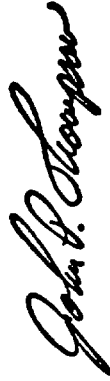
CHECK # 151612

BANK ACCT MAIN  
 07/14/2000 \$20 00  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\*\*\*20 00

GLENN WITTE  
 3455 FOREST HILLS  
 LIVINGSTON TX 77351-9208

CHECK # 151612

010-435-485 GENERAL FUND  
 6/19/0 20 00  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*





CHECK # 151971

BANK ACCT MAIN  
07/18/2000 \$5 500 00  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
\*\*\*\*\*5 500 00

GENERAL SERVICES COMMISSION

P O BOX 13047  
AUSTIN TX 78711-3047

CHECY # 151971

015-622-339 ROAD & BRIDGE ADM 163078 5 500 00  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	106 742 12
015 ROAD & BRIDGE ADM	27 910 87
032 ENVIRONMENTAL SERVICES	8 400 43
049 DISTRICT ATTY HOT CHECK FUND	485 49
051 AGING DEPT	8 403 66
061 DEBT SERVICE FUND	6 668 35
093 CO CLERK RECORDS MENT FUND	1 000 00
TOTAL OF ALL FUNDS	159 610 92

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

V H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*[Signature]*

*[Signature]*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	101 671 79
015	ROAD & BRIDGE ADM	28 764 82
027	SECURITY FUND	865 18
032	ENVIRONMENTAL SERVICES	9 434 99
048	DISTRICT ATTY SPECIAL FUND	380 63
051	AGING DEPT	5 579 08
083	MUSEUM OPERATING FUND	283 97
101	ADULT SUPERVISION	18 193 07
104	DTP - CSR	256 43
108	CCP - SURVEILLANCE	2 000 67
109	SPECIALIZED CASELOAD CCP	988 70
184	JUVENILE PROBATION	2 650 86
185	CCAP - JUVENILE PROBATION	5 913 21
TOTAL OF ALL FUNDS		176 983 40

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*



DATE 07/20/2000 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF # VEN # VENDOR NAME

ACH114 TEXP00L

AMOUNT

\$114 000 00

TOTAL AMOUNT \$114 000 00

TEXP00L

8888 628-181-000 INVESTMENTS TRANSFER TO TEXP00L WASTE MGMT 07/18/00 M 10  
8888 628-181-100 INVESTMENT - D/A CD TRANSFER TO TEXP00L SA CONTRABAN 07/17/00 M 10  
8888 628-181-000 INVESTMENT - S/D CD TRANSFER TO TEXP00L SO CONTRABAN 07/17/00 M 10

78 000 00  
14 000 00  
30 000 00  
114 000 00



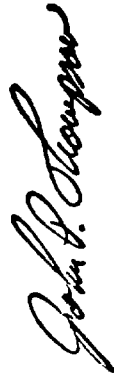
CHECK # 151528

BANK ACCT MAIN 07/20/2000 \$45 00  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\*\*\*45 00

ANGELINA COUNTY CONSTABLE  
 PO BOX 3643 TX 75903  
 LUFKIN

CHECK # 151528

010-325-801 GENERAL FUND SC0577 45 00  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	29 900 20
015 ROAD & BRIDGE ADM	1 758 54
TOTAL OF ALL FUNDS	31 658 74

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

W H LAW  
 COUNTY AUDITOR  
 JOHN THOMPSON  
 COUNTY JUDGE

*William H. Law*  
*John H. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	7 000 38
015 ROAD & BRIDGE ADM	653 84
032 ENVIRONMENTAL SERVICES	345 93
051 AGING DEPT	149 17
088 JUDICIARY FUND	1 681 32
TOTAL OF ALL FUNDS	9 830 64

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

V H LAW

*V H Law*

COUNTY AUDITOR

JOHN THOMPSON

*John V. Thompson*

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	96 406 11
015	ROAD & BRIDGE ADM	23 959 67
027	SECURITY FUND	594 08
032	ENVIRONMENTAL SERVICES	5 963 96
048	DISTRICT ATTY SPECIAL FUND	121 74
051	AGING DEPT	1 627 01
083	MUSEUM OPERATING FUND	91 92
101	ADULT SUPERVISION	15 325 86
108	CCP - SURVEILLANCE	1 758 76
109	SPECIALIZED CASELOAD CCP	646 06
184	JUVENILE PROBATION	1 611 95
185	CCAP - JUVENILE PROBATION	5 222 08
TOTAL OF ALL FUNDS		153 329 20

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

V H LAV *WHL*

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*John P. Thompson*

## Addendum Schedule of Bills for Court Dated 7/25/2000

FY 2000

H & W Petroleum Co , Inc	\$270 00	Waste Management
William George	\$3,408 02	Aging
Transcor	\$370 76	Jail
MHHS Hermann Hospital	\$5,457 60	Indigent Care
Memorial Medical Liv	\$41,614 02	Indigent Care
Univ of Texas Medical Branch	\$18,552 80	Indigent Care
John Thompson	\$555 38	Commissioner's Court
CTA Communications	\$7,831 74	Emergency Management
Brooks Coronado Associates	\$11,611 80	Commissioner s Court
Government Records Services	\$1,752 46	Records Management
Polk County Tractor Supply	\$4,639 29	R & B 2

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TOTAL \$96,063 87



DATE JULY 12 2000 THROUGH JULY 25 2000

#18

NO	EMPLOYEE	DEPT	JOB	TYPE OF	SALARY GROUP	ACTION TAKEN
(1)	JAMAR CRISWELL	WASTE MANAGEMENT PERSONNEL	#904 COLLECTION STATION ATTEN	LABOR POOL	UNCLASSIFIED \$5 15	RESIGNED EFFECTIVE 07-06-000
(2)	MELISSA BALCKBURN	PERSONNEL	#102 SECRETARY	LABOR POOL	9(1) \$7 58	RESIGNED EFFECTIVE 07 13-000
(3)	CATHY NETTLES	TAX DEPARTMENT	#405 LEGAL ASST./ABSTRACTOR	REGULAR FULL TIME	UNCLASSIFIED \$24 498 18	MERIT INCREASE TO UNCLASSIFIED \$25 110 02 EFFECTIVE 08-02 2000
(4)	DIANA OAKMAN	TAX DEPARTMENT	#404 DELINQUENT TAX SPEC	REGULAR FULL TIME	UNCLASSIFIED \$30 593 28	MERIT INCREASE TO UNCLASSIFIED \$31,268 88 EFFECTIVE 08-02 2000
(5)	RISA IVY <del>HOOPER</del>	TAX DEPARTMENT	#902 OFFICE MANAGER	REGULAR FULL TIME	14/3 \$21 132 90	MERIT INCREASE TO 144 \$21650 83 EFFECTIVE 08/02/2000
(6)	LAVINA BULLOCK	TAX DEPARTMENT	#902 OFFICE MANAGER	REGULAR FULL TIME	14/2 \$20 615 16	MERIT INCREASE TO 143 \$21 132 90 EFFECTIVE 08/02/2000
(7)	DEBORAH ALLEN	TAX DEPARTMENT	#106 DEPUTY CLERK	REGULAR FULL TIME	107 \$19 158 10	MERIT INCREASE TO 108 \$19,626 76 EFFECTIVE 08/02/2000
(8)	JENNIFER MOFFETT	TAX DEPARTMENT	#105 DEPUTY CLERK	REGULAR FULL TIME	102 \$16 943 87	MERIT INCREASE TO 103 \$17,287.57 EFFECTIVE 08/02/2000
(9)	TERRY BARNES	TAX DEPARTMENT	#105 DEPUTY CLERK	REGULAR FULL TIME	103 \$17,287 57	MERIT INCREASE TO 104 \$17 791 17 EFFECTIVE 08/02/2000
(10)	EVA MARTINEZ	TAX DEPARTMENT	#105 DEPUTY CLERK	REGULAR FULL TIME	102 \$16 843 97	MERIT INCREASE TO 103 \$17,287.57 EFFECTIVE 08/02/2000
(11)	PENELOPE SMITH	TAX DEPARTMENT	#105 DEPUTY CLERK	REGULAR FULL TIME	103 \$17,287 57	MERIT INCREASE TO 104 \$17 791 17 EFFECTIVE 08-2/2000
(12)	TAMMY SURRENCY	TAX DEPARTMENT	#106 <del>DEPUTY CLERK</del> <b>DEPUTY CLK</b>	REGULAR FULL TIME	104 \$17 791 17	MERIT INCREASE TO 106 \$18,238 30 EFFECTIVE 08/02/2000
(13)	MADLELYN CRISWELL	TAX DEPARTMENT	#105 DEPUTY CLERK	REGULAR FULL TIME	107 \$9 156 10	MERIT INCREASE TO 108 \$18 628 76 EFFECTIVE 08/02/2000
(14)	LESLIE BURKE	TAX DEPARTMENT	#104 CHIEF DEPUTY	REGULAR FULL TIME	153 \$22 191 89	MERIT INCREASE TO 154 \$22 756 69 EFFECTIVE 08/02/2000
(15)	BECKY MARSH	TAX DEPARTMENT	#104 CHIEF DEPUTY	REGULAR FULL TIME	151 \$21 132 90	MERIT INCREASE TO 152 \$21 650 83 EFFECTIVE 08/02/2000
(16)	SHEILA ALEC	AGING INDIAN RESEV ROAD & BRIDGE	#1286 KITCHEN HELPER	REGULAR PART TIME	UNCLASSIFIED \$8 82	RESIGNED EFFECTIVE 07/17/000
(17)	WILLIAM MEADOWS	ROAD & BRIDGE PCT #2	#109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL TIME	13/1 \$19 156 10	MERIT INCREASE TO 132 \$19 626 76 EFFECTIVE 07/19/2000
(18)	HULON B PARRISH	ROAD & BRIDGE PCT #3	#108 HEAVY EQUIPMENT OPERATOR	LABOR POOL	14(4) \$10 41	RECLASSIFICATION TO REGULAR FIT 14/8 \$22 756 88 <b>MERIT</b> EFFECTIVE 07/22/2000
(19)	DELORES COFFEY	AGING ONALASKA ROAD & BRIDGE	#1285 COOK	REGULAR PART TIME	UNCLASSIFIED \$8 96	RECLASSIFY TO LABOR POOL UNCLASSIFIED \$8 96 ( 900) EFFECTIVE 05/04/2000
(20)	BRUCE (SHANE) THOMAS	ROAD & BRIDGE PCT #3	#905 TRUCK DRIVER	REGULAR FULL TIME	12/12/5 \$20 120 96	NEW-HIRE EFFECTIVE 07/24/000
(21)	CONNIE FRANKLIN	JAIL	1055 CORR. OFFICER	REG FT	12/1 18,238 30	RECLASSIFY TO LABOR POOL (-900) 12/1) \$8 55 eff 7/19/00

#20

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into as of the 15th day of August 2000 by and between RURAL/METRO OF TEXAS, L.P , a Delaware limited partnership ( Assignor ) and CHAMPION EMS CORPORATION a Texas corporation ("Assignee")

WITNESSETH

A Assignor and the County of Polk Texas are parties to that certain Agreement for Ambulance and Emergency Medical Services dated February 10 1997 (the "Contract") a copy of which is attached hereto as Exhibit A

B Assignor desires to transfer and assign all of its right title and interest in and to the Contract to Assignee and Assignee desires to assume all of Assignor's obligations under the Contract on and after the date hereof

NOW, THEREFORE in consideration of the premises and the consideration hereinafter set forth Assignor and Assignee hereby agree as follows

1 Assignment and Assumption Assignor hereby assigns to Assignee all of Assignor's right title and interest in and to the Contract as of the date hereof and Assignee hereby assumes and agrees to satisfy and discharge as the same become due all of the obligations under such Contract arising after the date hereof

2 Governing Law This Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the State of Texas

3 Further Assurances Each party agrees to execute such further and other assurances and to do such other acts instruments papers and documents as each party may reasonably require to implement the intentions of this Agreement

4 Benefits Binding Effect This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns

IN WITNESS WHEREOF Assignor and Assignee have each executed and delivered this Agreement on the date first above written

ASSIGNOR

Rural/Metro of Texas L P

By R/M of Texas GP Inc  
Its General Partner

By [Signature]  
Name John S Banas III  
Title Secretary

ASSIGNEE

CHAMPION EMS CORPORATION

By [Signature]  
Name Donnie Martin  
Title Exec Dir

**Consent to Assignment**

The undersigned hereby consents to the assignment by Rural/Metro of Texas L P a Delaware limited partnership ("Assignor") to Champion EMS Corporation a Texas corporation ( Assignee ) of all of Assignor's right title and interest in and to that certain Agreement for Ambulance and Emergency Medical Services dated February 10 1997 by and between Assignor and the undersigned (the Contract) The effective time of the assignment of the Contract will be AUGUST 15<sup>th</sup> 2000 (the "Effective Time") In executing this Consent to Assignment, the undersigned agrees that Assignor will be responsible for Assignor's obligations arising under the Agreement prior to the Effective Time and Assignee will be responsible for any obligation arising under the Agreement from and after the Effective Time The undersigned hereby acknowledges that it has the full power and authority to execute this Consent to Assignment.

COUNTY OF FOLK, TEXAS

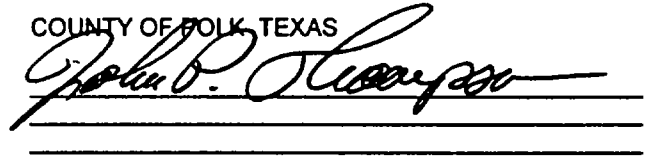
  
\_\_\_\_\_  
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EXHIBIT A

Contract

**AGREEMENT FOR AMBULANCE  
AND  
EMERGENCY MEDICAL SERVICES**

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THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF POLK

THIS AGREEMENT FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES (the "Agreement") is made on this 10 day of February 1997 by and between the COUNTY OF POLK, TEXAS (the "County") and ***RURAL/METRO OF TEXAS, L.P , a Delaware corporation, d/b/a RURAL/METRO AMBULANCE, and it's affiliates in doing business in Polk County Texas (the "Contractor")***

WITNESETH.

WHEREAS, to meet and protect the health needs of its citizens the County desires to contract for ambulance and emergency medical services within the County, and

WHEREAS, the Contractor has agreed to provide such services subject to the provisions set forth hereinafter;

NOW, THEREFORE, for and in consideration of the mutual covenants and premises contained herein the County and the Contractor hereby agree as follows

I  
DEFINITIONS

As used in this Agreement the following terms shall have the meanings set forth below

"B-EMT" means a basic emergency medical technician as defined in the Texas Health and Safety Code and any corresponding rules or regulations, as hereafter amended

"I-EMT" means an Intermediate emergency medical technician as defined in the Texas Health and Safety Code and any corresponding rules or regulations, as hereafter amended.

"P-EMT" means a paramedic emergency medical technician as defined in the Texas Health and Safety Code and any corresponding rules or regulations, as hereafter amended.

"MICU" means a mobile intensive care unit as defined in the Texas Health and Safety Code and any corresponding rules or regulations, as hereafter amended.

"ALS" means an Advanced Life Support unit as defined in the Texas Health and Safety Code and any corresponding rules or regulations, as hereafter amended.

"County" is defined in the preamble hereof and includes its successor's and assigns

"Contractor" is defined in the preamble hereof and includes its successor's and assigns

"Judge" means the Polk County Judge or his designee

"Proposal" means the proposal offered to Polk County for ambulance services and the addendum attached after final negotiations

II  
SCOPE OF SERVICES

2.01--In General.

The Contractor agrees to provide prompt, effective and professional ambulance and emergency medical service and care within the limits of the County,

The Contractor shall attend meetings determined to be necessary by the Judge. In addition, the Contractor shall perform the following general services

- (1) Provide MICU and ALS Services,
- (2) Provide a sufficient number of vehicles in the County as required herein and maintain those vehicles and their equipment in good working order,
- (3) Provide a sufficient number of emergency medical services personnel as required herein, each of whom shall hold proper certificates and driver's licenses,
- (4) Maintain proper radio and telephone communication,
- (5) Transport patients in emergency situations regardless of their ability to pay,
- (6) Submit to the Judge quarterly financial statements and an annual audited financial statement,
- (7) Maintain a financially viable company,
- (8) Comply with each and every provision of this Agreement,
- (9) Deal courteously and effectively with the public,
- (10) Make provisions for sound financial management in its affairs and employ financial consultants, including accountants,



2.02--Specific Services

The Contractor shall perform the following specific services during the term of this Agreement

- A. The Contractor shall provide emergency and non-emergency services for all locations within Polk County, Texas on a twenty-four (24) hours a day, seven (7) days a week basis
- B. The Contractor shall provide staffed ambulances as specified in the proposal At all times and in all cases each Ambulance must be staffed in accordance with the applicable State laws, rules, and regulations In addition, each Ambulance must contain the equipment specified under the applicable State law(s), rules, and regulations for an Ambulance Furthermore, each MICU must be equipped with the following
  - (1) ACLS drugs as defined by area protocol
  - (2) Cardiac Monitor/Defibrillator, and
  - (3) Advanced Airway equipment
- C. Equipment and emergency medical services personnel shall be located at a point or points within the County where the emergency medical services personnel will meet the **best possible response time**, and the Contractor will be able to provide the best service to the patient
- D. The County will not sign a contract with any other entity providing same or similar services during the contract period and the Contractor will be the primary recipient of requests for aid from the 9-1-1 facility ***The county will forward all 911 requests to the Contractor and the Contractor shall provide their own dispatching services***
- E. The Contractor shall comply with State, and local requirements on all emergency lighting for the Ambulances Also, each Ambulance must display the name of the Contractor providing the service and must be clearly marked with the Emergency 9-1-1 telephone number
- F. The Contractor shall provide reporting data on its ambulance and emergency service activity in accordance with the guidelines specified by the **the County Judge** The Contractor shall maintain on file ambulance run tickets which contain information regarding the age of patient, preliminary diagnosis, treatment rendered, and case disposition of each 9-1-1 call Such files shall be made available at the Contractor's local office in the County of Polk **within 48 hours of the request**

The County shall have the right to inspect the ambulance run tickets in accordance with a schedule of inspection promulgated by the Judge

- G The Contractor agreed to comply with all applicable Federal, State and local laws rules and regulations in the performance of services under this Agreement. This shall include compliance with any and all laws concerning insurance, licensing, accreditation, or regulation of its service required hereunder Evidence of compliance must be furnished to the County when requested by the Judge
- H Each Ambulance operated by the Contractor shall be equipped with multi-channel two way radio(s) which maintain sufficient communications to the dispatch center
- I The Contractor shall regularly maintain the Ambulances, accessory equipment, and medical supplies and keep them in working order at all times, normal wear and tear excepted. All ambulances accessory equipment, and medical supplies shall be subject to inspection on a regular basis by the Judge for compliance with the applicable laws, rules and regulations The Judge shall inform the Contractor of all defects noted, and such Ambulance or item of accessory equipment of medical supplies shall not be used until all defects are remedied such that the Ambulance, item of accessory equipment or time of medical supplies complies with the applicable laws, rules or regulations If the Ambulance, item of accessory equipment or item of medical supplies cannot be brought into compliance then it shall be replaced by the Contractor If the Ambulance, accessory equipment, or time of medical supplies found to be defective or not in working order can be repaired such that it will comply with applicable laws, rules, and regulation, then it shall be repaired and made available in good working condition within a reasonable period time The Judge shall determine whether a time period is reasonable under the given circumstances During the time period that the Ambulance, item of accessory equipment, or time of medical supplies is undergoing repairs, the Contractor shall replace it with one equivalent to that which is undergoing repairs, the Contractor shall replace it with an equivalent to that which is undergoing repairs Immediate written notice of equipment removed and available back-ups shall be furnished to the Judge
- J Within five (5) days of the Contractor's execution of this Agreement the Contractor shall submit written identification and notification to the County and the appropriate State agency of the name, title, address and telephone number of one (1) individual within the organization who has been designated as duly authorized representative of the Contractor to whom all correspondence shall be addressed

- K The Contractor shall appoint a licensed physician to attest to the paramedic skills and provide in-service training. In addition the Medical Director will direct the contractors Quality Assurance program for the Contractor's employees. Such physician shall provide medical protocol development and other areas related to the Contractor's services hereunder. The County Judge shall be notified in writing annually of the name and address of the contractors Medical Director.

### III COMPENSATION CHARGES

#### 3.01--Compensation from the County

The County agrees to pay and the Contractor hereby agrees to accept as supplemental compensation for the services to be rendered hereunder the following

Monies as listed in the Proposal for the transportation of County paid patients. The County also agrees to furnish a dispatch faculty currently located at the County Sheriffs office. The rates listed in this proposal are transferable or assignable to the hospital district, in the event such district is created.

#### 3.02--Patient Charges

The Contractor shall be entitled to charge the fees set forth in the attached Proposal and addendum for the services rendered to a patient. The charges as set forth in Proposal shall be paid by the patient (s) or the patient (s) insurer (s). The Contractor understands and agrees that emergency services must be provided by the Contractor prior to any demand for payment. The Contractor shall never deny emergency services because of a person's inability to pay for such service. The collection of the fees permitted in this Section shall be the sole responsibility of the Contractor.

#### 3.03--Increases in Patient Charge

Beginning January 1, 1997 and every year thereafter, the contractor may increase the fees then in effect by a composite index made up of the a percentage equal to 75% of the Consumer price index plus 25% of the Medical component of the consumer price index on September 30 of the previous year.

Medicare Assignment, for all residents of Polk County the contractor shall accept Medicare assignments for medically necessary transports, as determined by Medicare guidelines, and shall pursue collection of Medicare required co-payment. If Medicare determines that transportation was not medically necessary, the individual transported shall be charged a fee in accordance with the fees adopted by this section and amendments.

The Contractor will submit a written rate change to the Judge for an increase in any of the Contractor's regulated patient charges in effect at the time of the request. Annual total of such increase shall not exceed ten percent (10%) of the amount charged for that regulated service. Requests for rate changes which are not enacted upon by County Commission within 60 days will be considered approved automatically and the new rates will go into effect on the sixty first (61) day

3.04--Provider

Failure to achieve 10 transports per day AVERAGE provides the Contractor the opportunity of renegotiating or terminating the contract during the terms of the contract.

IV  
TERM

4.01--Term

This agreement shall commence on February 10, 1997. The term of this agreement shall be for a period of five (5) years from the effective date stated above. And will automatically renew for five (5) consecutive five (5) year periods. At least sixty (60) days to the end of a five (5) year period both parties may propose changes to the agreement. If both parties are unable to agree on proposed changes then either the Judge or the Contractor may terminate the contract at the end of the five (5) year period. If both parties come to required terms the contract will continue for the additional five (5) year term.

If both parties agree that there are issues that require a change to the agreement prior to the end of the five year period then the contract may make the changes as required

V  
TERMINATION

5.01--With Cause

The County may terminate this Agreement upon default of the Contractor. Default by the Contractor shall occur if

- (1) The Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it, or

- (u) The Contractor is dissolved or liquidated, the Contractor files a petition in bankruptcy, the Contractor makes an assignment for the benefit of creditors, a court of competent jurisdiction approves any petition or other pleading in any action seeking reorganization, arrangement, adjustment or composition of or in respect of the Contractor under the federal bankruptcy laws or any similar federal or state laws, or a receiver, trustee, or similar official for the Contractor, or the Contractor's property, is appointed.

Should such a default occur, the County shall have the right to terminate the Contractor's duties under this Agreement as of the 30th day following the receipt of a written notice to the Contractor from the Judge describing such default and intended termination, provided

- (1) Such termination shall be ineffective if within the thirty (30) day period the Contractor cures the default, and
- (2) Such termination may be stayed, at the sole option of the County, pending cure of the default if action to cure begins during the thirty (30) day period and is successfully completed

VI  
INSURANCE AND INDEMNIFICATION

6.01--Insurance

A. Coverages and amounts

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows

- (1) Risks and Limits of Liability. The insurance, at minimum, must include the following coverages and limits of liability

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
(1) Workers Compensation and Employers Liability	Statutory
(2) Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and property Damage Combined limits of  \$1,900,000 00 each occurance & \$2,900,000 00 Aggregate

- |  |   |
|--|---|
| (3) Ambulance Malpractice              | Bodily injury and Property<br>\$1,900,000 00 each occupance &<br>\$2,900,000 00 Aggregate   |
| (4) Automobile Liability               | Bodily Injury and Property<br>Damage Combined Single<br>Limit of \$2,000,000 00 each<br>occupance and \$1,000,000 00<br>Aggregate |
| (5) Uninsured/Underinsured<br>Motorist | Statutory   |

Form of Policies

The insurance may be in one or more policies of insurance, the form of which must be approved by the Judge

Issuers of Policies

The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Judge as to conformance with these requirements

Insured Parties

Each policy must name the Contractor and the County (and the officer, agents and employees of the County) as insured parties

Deductibles

A policy may contain deductible amounts only if the Judge approves the amount and scope of the deductible. The Contractor shall assume and bear any claims and losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the County, its officers, agents or employees

Cancellations

Each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Judge

Subrogation

Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the County, its officers, agents or employees

Liability for Premium

If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has no right to recover any premiums of the County

**B** Delivery of Policies.

The originals of all policies referred to above, or copies thereof certified by the agent or attorney in fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Judge prior to the beginning of the term of this Agreement. Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entitling the County, at its option, to terminate its duties and the Contractor's rights under this Agreement upon at least three (3) days notice in writing to the Contractor

**C** Other Insurance

The Contractor will, upon request, furnish to the County adequate evidence or provisions for Worker's Compensation Insurance, Social Security and Unemployment Compensation, to the extent such provisions are applicable to the Contractor's service hereunder

**D** Tail Purchase.

In the event that the Contractor purchases a claims made insurance policy to comply with the terms of this Section, the Contractor covenants and agrees that it shall purchase a termination "tail" or inception "tail" to be in effect for a period of at least two (2) years from and after the termination, expiration, or cancellation date of this Agreement or any option period. The Contractor shall purchase such insurance "tail" prior to the termination, expiration or cancellation date of this Agreement or any option period and submit written evidence of such purchase to the Judge. The chosen insurance company and types and amounts of coverage must meet all requirements of this Section.

6.02--Indemnification/Hold Harmless

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from performance of Contractor's operations under this agreement if due to the sole negligence of Contractor. Contractor shall pay to County all costs and attorney fees which may be incurred by County in the prosecution or defense of any suit arising out of or resulting from the performance of contractor under this agreement.

Contractor shall pay all claims and losses of any nature whatsoever in connection with the performance of contractor's operations under this agreement and shall pay all costs and judgements which may issue thereof. To the fullest extent permitted by law, County shall indemnify and hold harmless Contractor from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from performance of County's operations under this agreement if due to sole negligence of County. County shall pay to Contractor all costs and attorney's fees which may be incurred by the contractor in prosecution or defense of any suit arising out of or resulting from the performance of County under this agreement. County shall pay all claims and losses of any nature whatsoever in connection with the performance of County's operations under this agreement and shall pay all costs and judgements which may issue thereof.

VII

MISCELLANEOUS PROVISIONS

7.01--Independent Contractor

The relationship of the Contractor to the County shall be that of an independent contractor. Nothing herein contained shall be construed as constituting the Contractor as an employee, agent, servant, or department of the County. The County shall not be liable for the acts of the Contractor, its officers, members, agents or employees.

7.02--Business Structure and Assignments

The Contractor shall not assign this agreement or dispose of all or substantially all of its assets in manner which will materially effect its performance of the services under this Agreement without the written consent of the Commissioners Court of Polk County. Any assignment without written consent shall be an event of default entitling the County to avail itself of all legal remedies available to it.

7.03--Subcontractors

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the Judge. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the County, in connection with this agreement only, as if they were employees of the Contractor.



7.04--Administration of Agreement

Except as otherwise provided herein, this Agreement shall be administered by the Judge and all correspondence and questions from the Contractor shall be directed to the Judge

7.05--Parties in Interest

This agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the County and the Contractor only

7.06--Non-Waiver

Failure of either party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any other default or failure of performance

7.07--Applicable Law

This agreement is subject to and shall be construed in accordance with the laws of the State of Texas, ordinances of the County of Polk, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor's services required by this Agreement. This Agreement is performable in Polk County, Texas

7.08--Licenses and Permits

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder

7.09--Notices

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party

Steven Athey  
Regional President/General Manager  
Rural/Metro of Texas L L P  
2015 McKenzie, Suite 115  
Carrollton, Texas, 75006

Stephen Lee  
General Counsel  
Rural/Metro Corporation  
8401 East Indian School Road  
Scottsdale, Arizona 85251

Judge John P Thompson  
County Judge  
Polk County Courthouse  
Livingston, Texas 77351

7.10--Captions

The captions at the beginning of the articles, sections and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restrictive of or be use dot interpret the subject matter of any article, section, subsection or part of this Agreement

7.11--Acceptance and Approvals

Any acceptance or approval by the County, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness for any documents prepared or services performed pursuant to the terms and conditions of this Agreement, nor shall acceptance or approval be deemed to be an assumption of such responsibility of liability by the county, or its agents and employees for any defect, error or omission in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement

7.12--Inspection and Audits

The Judge shall have the right to examine Review, copy and audit all books, records and billing documents which are directly related to performance or payment under this Agreement. The Contractor shall maintain such books, records, and billing documents for three (3) years after the cessation of its other duties under this Agreement.

7.13--Remedies

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statute, at law, or in equity, provided however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

7.14--Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

7.15--Survival

The provisions set forth in Section 6.02 and 7.12 herein shall survive the termination, cancellation, or expiration of this Agreement.

7.16-Entire agreement

This agreement together with the Proposal and Addendum provide all the agreements of the parties relating to the subject matter hereof and is the full and final expression of this agreement between the parties

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 5<sup>th</sup> day of February, 1997

CONTRACTOR

Rural/Metro of Texas, L P , a Delaware corporation, d/b/a Rural/Metro Ambulance of County of Polk Texas

*[Signature]*

Name Steven Athey  
TITLE Regional President  
Rural/Metro Of Texas L L P

COUNTY

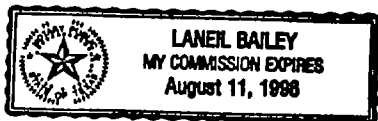
County of Polk Texas

*[Signature]*

Name Judge John P Thompson  
TITLE County Judge

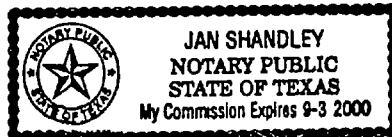
ATTEST/SEAL

BY *[Signature]*  
Name Lane I Bailey  
Title Notary Public



ATTEST/SEAL

BY *[Signature]*  
Name Jan Shandley  
Title Secretary to Co. Judge



ADDENDUM TO THE PROPOSAL FOR POLK COUNTY  
BY Rural/Metro Ambulance  
DATE February 10, 1997

The following addendum constitutes all changes and amendments to the proposal for Polk County, Texas by Rural/Metro of Texas, L.P., a Delaware corporation, d/b/a Rural/Metro Ambulance.

The Public Rates

The proposed public rates will remain as stipulated in the Proposal with the exception of the SEE Attachment A

Polk County paid Inter-hospital Transports

Polk County paid inter-hospital transports are paid under the amended rate schedules listed below. These rates are contingent upon payment within 45 days of service. Unpaid accounts beyond day 45 will be rebilled at the prevailing public rates.

County Discount Rate

Any Polk County resident that has been identified as the responsibility of the county shall be charged a rate not greater than 65% of the total normal rates approved by the county in attachment A.

If the patient is transferred to UTMB in Galveston, Texas the county will be billed \$300.00 for a one way trip inclusive of mileage and supplies.

Prisoners

Transportation of prisoners from the Polk County Jail to Memorial Medical Center Hospital of Livingston will be charged under the enclosed schedules. These rates are contingent upon payment within 45 days of service. Unpaid accounts beyond day 45 will be rebilled at the prevailing public rates.

Transports of county prisoners will be billed at \$150.00 for a one way transport inclusive of mileage and supplies.

Stations

Corrigan, TX

Livingston, TX

REDICARE

RURAL/METRO agrees to offer REDICARE to all citizens of Polk County regardless of their insurance coverage. The Contractor will not sell REDICARE to Medicaid clients as this is not allowable in the State of Texas.

Attachment A  
**Rural/Metro Polk County**

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03 Feb 97 Standar

Item #	Description	Feb 10 1997
1000	BLS N E	\$396.84
2000	BLS E R	\$396.84
3000	ALS N E/NO ALS	\$408.74
4000	ALS N E/ALS	\$408.74
5000	ALS E R/NO ALS	\$408.74
6000	ALS E R/ALS	\$408.74
10100	ALS BASE RATE MLT PT	\$137.49
10180	CPR PROCEDURE	\$45.45
10310	ALS MILEAGE MULTI PT	\$4.58
10350	Extra Attendent	\$50.00
10500	OXYGEN DELIVERY	\$29.20
10510	WAITING TIME 1/4 HR	\$11.68
10520	WAITING TIME 1/2 HR	\$35.04
10530	WAITING TIME PER HR	\$70.07
10542	STANDBY ALS/BLS PER HR	\$40.00
10544	STANDBY ALS/BLS 1/2 HR	\$21.23
10545	STANDBY ALS/BLS 1/4 HR	\$10.00
10600	ALS MILEAGE	\$9.16
10800	BLS MILEAGE	\$9.16
10817	PULSE OXIMETRY PROC	\$29.20
10899	BLS MULTI PT BASE	\$198.42
10900	BLS MULTI PT MILES	\$4.58
10909	SPINE BOARD W/O C-SPINE	\$30.29
10910	SCOOPE STRETCHER PROC	\$30.29
10913	MAST ADULT	\$35.04
10917	EKG PROC.	\$35.04
10924	LARYNGOSCOPE BLADE	\$11.74
10929	ORTHO EQUIPMENT PROCED.	\$45.45
10930	BLOOD DRAWING	\$6.16
10932	INTUBATION PROCED	\$45.45
10933	SUCTION PROCED	\$40.37
10935	IV MONITORING PROCD	\$23.36
10936	IV PREP	\$0.56
10937	C-SPINE IMMOBIL PROCD	\$45.45
10939	VEHICLE DECON PROCEDURE	\$30.37
10952	PLUERAL DECOMP	\$35.04
10959	IV ADMINISTRATION	\$23.36
10960	INFECTION CONT KIT	ERR
12001	EOA COMPLETE	\$56.26
12003	EGTA COMPLETE	\$70.67
13004	STYLETTE ALL SIZES	\$7.18
13012	ET TUBE HOLDER SECUREASY	\$19.62
15001	NASOPHARYNGEAL 22 34 FR	\$11.39
16001	OPHARYNGEAL SIZE 0-7	\$2.34
17100	BITE STICK DISP	\$2.66
21001	IV ADMIN SET 10 DROP	\$16.61
21003	IV ADMIN SET 60 DROP	\$15.07
21008	IV EXT TUBING W/ 2 SITES	\$9.34
21015	EXACDROP	\$11.87
22034	PROTECTIV CATH 12-14 GA	\$7.01
22041	INTRAOSSEOUS NEEDLE	\$26.02
23014	PURP TOP	\$0.60
23015	VACUTAINER / RED	\$0.60
25009	VACUTAINER HOLDER	\$3.37
25101	IV ARM BOARD	\$8.48
25231	IV START KIT	\$5.84
31021	STIFNECK	\$22.97
33004	CARDBOARD SPLINTS 3X12	\$5.84
33007	PADDED BOARD SPLINTS	\$14.81
37101	HEADBLOCK IMMOB CRDBRD	\$21.02

VOL. 46 PAGE 946  
 Attachment A  
 Rural/Metro Polk County

03-Feb-97 Standard Rates

Item #	Description	Feb. 10 1997
1000	BLS N E	\$396.84
2000	BLS E R	\$396.84
3000	ALS N E/NO ALS	\$408.74
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16001	OPHARYNGEAL SIZE 0-7	\$2.34
17100	BITE STICK DISP	\$2.66
21001	IV ADMIN SET 10 DROP	\$16.61
21003	IV ADMIN SET 60 DROP	\$15.07
21008	IV EXT TUBING W/2 SITES	\$9.34
21015	EXACDROP	\$11.87
22034	PROTECTIV CATH 12 14 GA	\$7.01
22041	INTRAOSCOUS NEEDLE	\$26.02
23014	PURP TOP	\$0.60
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25009	VACUTAINER HOLDER	\$3.37
25101	IV ARM BOARD	\$8.48
25231	IV START KIT	\$5.84
31021	STIFNECK	\$22.97
33004	CARDBOARD SPLINTS 3X12	\$5.84
33007	PADDED BOARD SPLINTS	\$14.81
37101	HEADBLOCK IMMOB CRDBRD	\$21.02



41002	MONOJECT HYPO 18.19GA	\$0.59
42005	SYRINGES (ALL SIZES)	\$2.42
43002	VACUTAINER NEEDLES	\$0.38
43005	VACUTAINER ADAPTER	\$0.47
44007	LANCETTE	\$0.65
51101	DISP BVM W/O MASK ADULT	\$34.35
52101	NASAL CANNULA ADULT	\$5.57
52202	POCKET MASK W/O2 NIP	\$35.93
52305	O2 MASK ADULT NON REBREATH	\$4.12
52501	RESUSCITATOR MASK	\$12.62
52601	O2 SUPPLY TUBING	\$2.34
59001	HUMIDIFIER	\$5.26
59002	NEBULIZER	\$2.70
62002	SUCTION CATH 8 THRU 18 FR	\$4.21
62102	SUCTION CATH DEE LEE	\$20.54
62301	SUCTION TUBING	\$3.07
66400	REPLC CART V VAC	\$30.57
67002	SANI LINER	\$0.69
67004	HI D BIG STICK	\$3.50
71002	BANDAID	\$0.11
71005	BURN SHEET 60X96 STERILE	\$9.46
71010	ELASTIC BANDAGES	\$3.34
71014	MULTI TRAUMA DRESSING	\$4.67
71016	PETROLEUM GAUZE 3X8	\$1.46
71023	TRIANGULAR BANDAGE NS	\$2.92
72004	HOT/COLD PACK	\$5.26
73010	GAUZE SPONGE NS	\$0.11
73013	GAUZE SPONGE STERILE	\$1.34
74002	BANDAGE KLING 4"	\$4.08
75005	TAPE 1/2	\$3.74
75007	TAPE 2"	\$7.59
75008	TAPE 3	\$7.59
82025	BIO-HAZARD BAG	\$3.13
82120	BLANKET HWY	\$10.98
82121	BLANKET DISP FUZZY	\$18.17
82140	PILLOW W/ WATERPROOF COVER	\$8.01
82160	SILVER SWADDLER	\$11.06
82201	CONVENIENCE BAG DISP	\$2.34
84220	HYPOTHERMOMETER	\$16.36
84250	THERMOMETER PROBE COVER	\$1.25
85006	EKG PAPER LP 5	\$6.17
85035	EKG PAPER LP 10	\$6.81
85100	EKG PADS ADULT 3/PKG	\$11.80
85170	PACING ELECTRODES	\$111.47
85200	DEFIBRILLATOR PADS 2/PKG	\$8.69
86006	STERILE GLOVES	\$4.76
86043	FACE MASK/EYE SHIELD	\$4.97
86420	LATEX GLOVES NS	\$1.88
86500	PERSONAL PROTECTION PACK	\$21.75
87028	DEXTROSTIX	\$2.23
87110	HYDROGEN PEROXIDE	\$1.52
87250	INSTA GLUCOSE 1 OZ TUBE	\$5.60
87300	SURGILUBE 3 GRAM	\$2.07
87400	CHARCOAL LIQ 5GR/240ML	\$20.66
87401	IPECAC SYRUP 30 ML	\$3.69
87500	AMMONIA INHALANTS	\$0.68
87600	OB KIT DISP	\$21.31
91003	IV SOL D5W 500ML	\$7.82
91007	IV SOL LAC RINGERS 1000ML	\$12.38
91009	IV SOL NORM SALINE 1000ML	\$12.38
92001	IRR SOL STERILE H2O	\$11.05
92004	IRR SOL SODIUM CHLOR 1000	\$12.55
93111	ATROPINE SULFATE INJ 1/MG	\$19.81
93131	BRETYLIUM TOSYLATE INJ	\$45.21
93215	DEXTROSE INJ 50% 25g/50ML	\$15.28
93225	DIPHENHYDRAMINE HCL INJ	\$12.79
93251	EPINEPHRINE INJ 1 1000	\$15.12

93252	EPINEPHRINE 1 10,000	\$8.64
93272	FUROSIMIDE 4 ML/40MG	\$5.32
93462	LIDOCAINE HCL INJ 2%5ML/100MG	\$16.52
93552	NALOXONE HCL INJ 2 MG/2 ML	\$13.78
93701	PROCAINAMIDE 100 MG VIAL	\$16.87
93752	SOD BICARB INJ 8 4% 50	\$15.03
93801	TORADOL INJ 60 MG/1 ML	\$34.22
93861	VERAPAMIL INJ 5 MG/2 ML	\$33.57
94001	BABY ASPIRIN 83 MG	\$0.29
94003	ADENOSINE	\$64.32
94011	Albuterol	\$0.80
94223	DOPAMINE DRIP/PREMIK	\$87.84
94301	GLUCAGON 10U/10 MG	\$80.29
94501	LIDOCAINE DRIP	\$23.06
94551	MAGNSM SULF 50% 5GM/10ML	\$18.37
94565	ALUPENT/METAPROTERENOL	\$9.13
94601	NEO-SYNEPHRINE SPRAY	\$13.87
94605	PROCARDIA/NIFEDIPINE	\$5.84
94613	NITROGLYCERINE TAB 0.4 MG	\$2.34
94641	Promethazine	\$1.48
94751	SOD CHLOR 5CC VIAL	\$5.33
94811	THIAM HYDRO CHLOR 100/1M	\$5.84
95000	MORPHINE	\$5.84
95001	DIAZAPAM/VALIUM	\$5.84
95014	Adult & Ped OXY Finger Probes	\$40.50

SECOND ADDENDUM OT THE PROPOSAL FOR POLK COUNTY  
BY Rural/Metro Ambulance  
DATE February 10, 1997

Rural/Metro Ambulance response times goals are as follows

10 mmutes 59 seconds withm the City of Lrvngston and Corrigan 90% of the time  
20 mmutes 59 seconds m all other areas of the County 90% of the time

CONTRACTOR

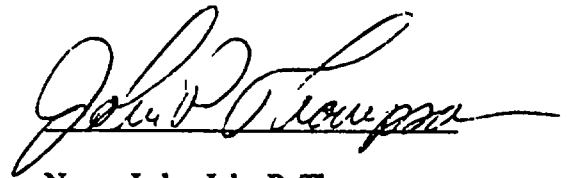
Rural Metro of Texas, L P a Delaware  
corporation d/b/a Rural/Metro Ambulance  
of County of Polk Texas



Name Steven Athey  
TITLE Regional President  
Rural/Metro of Texas L.L.P

COUNTY

County of Polk Texas



Name Judge John P Thompson  
TITLE County Judge

