

COPY

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF POLK  
AND

ALABAMA COUSHATTA VOLUNTEER FIRE DEPARTMENT  
STATE OF TEXAS

COUNTY OF POLK

This Agreement between the COUNTY OF POLK, TEXAS, whose address is, 101 WEST CHURCH STREET, SUITE 300, LIVINGSTON, Texas 77351 hereinafter referred to as "County" and the ALABAMA COUSHATTA VOLUNTEER FIRE DEPARTMENT, whose address is 571 STATE PARK ROAD 56, Livingston, Texas 77351 hereinafter referred to as "VFD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$6,775,758.00 of which \$8,000.00 (Construction) is being allocated to the VFD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will provide a propane tank for the existing generator.

WHEREAS, the County and VFD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the VFD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event the County should incur any costs at the request or under the direction of/or approved by the VFD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the VFD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and VFD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the VFD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.

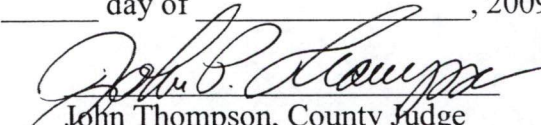
5. The VFD will fully and satisfactorily perform all of its obligations under the terms of this contract.
6. The County shall submit VFD such reports as are required under Section 8 of the TxCDBG Contract. The VFD shall timely provide the County with all information and documents in the possession of the VFD necessary for such required reports of the County. Should the VFD fail to timely furnish any such information or documents in the possession of the VFD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the VFD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the VFD County and otherwise indemnify the VFD for any loss or damages sustained as a result thereof.
7. The VFD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the VFD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the VFD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the VFD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the VFD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the VFD All said additional expenses not covered by the allocated grant funds shall be paid for by the VFD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the VFD shall be conveyed in fee simple to the VFD by the County upon completion of the grant contract. In

consideration therefore, the VFD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

- 12. This is a good faith effort between the County and the VFD to accommodate and assist the citizens of the area by providing improved fire protection to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF POLK

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
 John Thompson, County Judge  
 County of Polk

ATTEST:

\_\_\_\_\_  
 Schelana Walker, County Clerk  
 County of Polk

ALABAMA COUSHATTA VOLUNTEER FIRE DEPARTMENT

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
 Carlos Bullock, Tribal Councilman  
 Alabama Coushatta Volunteer Fire Department

ATTEST:

\_\_\_\_\_  
 William Sylestine, Fire Chief/Emergency Management  
 Alabama Coushatta Volunteer Fire Department

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF POLK  
AND  
HOLIDAY LAKE ESTATES VOLUNTEER FIRE DEPARTMENT

COPY

STATE OF TEXAS

COUNTY OF POLK

This Agreement between the COUNTY OF POLK, TEXAS, whose address is, 101 WEST CHURCH STREET, SUITE 300, LIVINGSTON, Texas 77351 hereinafter referred to as "County" and the HOLIDAY LAKE ESTATES VOLUNTEER FIRE DEPARTMENT, whose address is P.O. Box 791, Goodrich, Texas 77335 hereinafter referred to as "VFD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$6,775,758.00 of which \$8,000.00 (Construction) is being allocated to the VFD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will provide a propane tank for the existing generator.

WHEREAS, the County and VFD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the VFD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event the County should incur any costs at the request or under the direction of/or approved by the VFD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the VFD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and VFD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the VFD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.

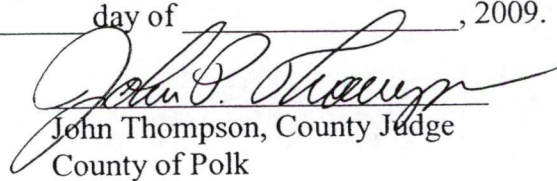
5. The VFD will fully and satisfactorily perform all of its obligations under the terms of this contract.
6. The County shall submit VFD such reports as are required under Section 8 of the TxCDBG Contract. The VFD shall timely provide the County with all information and documents in the possession of the VFD necessary for such required reports of the County. Should the VFD fail to timely furnish any such information or documents in the possession of the VFD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the VFD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the VFD County and otherwise indemnify the VFD for any loss or damages sustained as a result thereof.
7. The VFD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the VFD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the VFD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the VFD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the VFD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the VFD All said additional expenses not covered by the allocated grant funds shall be paid for by the VFD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the VFD shall be conveyed in fee simple to the VFD by the County upon completion of the grant contract. In

consideration therefore, the VFD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

- 12. This is a good faith effort between the County and the VFD to accommodate and assist the citizens of the area by providing improved fire protection to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF POLK

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
 John Thompson, County Judge  
 County of Polk

ATTEST:

\_\_\_\_\_  
 Schelana Walker, County Clerk  
 County of Polk

HOLIDAY LAKE ESTATES VOLUNTEER FIRE DEPARTMENT  
 WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
 Jeffrey Grubbs, Fire Chief  
 Holiday Lake Estates Volunteer Fire Department

ATTEST:

\_\_\_\_\_  
 \_\_\_\_\_,  
 Holiday Lake Estates Volunteer Fire Department

COPY

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF POLK  
AND  
BIG SANDY INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS

COUNTY OF POLK

This Agreement between the COUNTY OF POLK, TEXAS, whose address is, 101 WEST CHURCH STREET, LIVINGSTON, Texas 77351 hereinafter referred to as "County" and the BIG SANDY INDEPENDENT SCHOOL DISTRICT, whose address is P.O. Box 188, Dallardsville, Texas 77332 hereinafter referred to as "ISD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$6,775,758.00 of which \$223,000.00 (Construction) is being applied on behalf of ISD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install two (2) 250 kilowatt generators and two (2) 115 kilowatt generators for the Public Shelter Facility at the existing school facility.

WHEREAS, the County and ISD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the ISD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event the County should incur any costs at the request or under the direction of/or approved by the ISD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the ISD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and ISD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the ISD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.

5. The ISD will fully and satisfactorily perform all of its obligations under the terms of this contract.
6. The County shall submit ISD such reports as are required under Section 8 of the TxCDBG Contract. The ISD shall timely provide the County with all information and documents in the possession of the ISD necessary for such required reports of the County. Should the ISD fail to timely furnish any such information or documents in the possession of the ISD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the ISD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the ISD County and otherwise indemnify the ISD for any loss or damages sustained as a result thereof.
7. The ISD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the ISD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the ISD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the ISD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the ISD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the ISD All said additional expenses not covered by the allocated grant funds shall be paid for by the ISD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the ISD shall be conveyed in fee simple to the ISD by the County upon completion of the grant contract. In

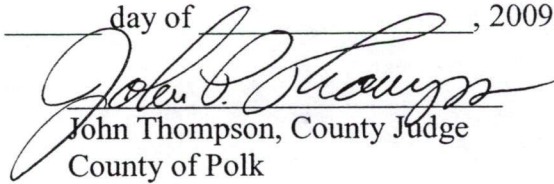


consideration therefore, the ISD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

- 12. This is a good faith effort between the County and the ISD to accommodate and assist the citizens of the area by providing improved public shelter facility to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF POLK

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
 John Thompson, County Judge  
 County of Polk

ATTEST:

\_\_\_\_\_  
 Schelana Walker, County Clerk  
 County of Polk

BIG SANDY INDEPENDENT SCHOOL DISTRICT

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
 Kenneth Graham, President  
 Big Sandy Independent School District

ATTEST:

\_\_\_\_\_  
 \_\_\_\_\_, Secretary  
 Big Sandy Independent School District

COPY

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF POLK  
AND  
GOODRICH INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS

COUNTY OF POLK

This Agreement between the COUNTY OF POLK, TEXAS, whose address is, 101 WEST CHURCH STREET, LIVINGSTON, Texas 77351 hereinafter referred to as "County" and the GOODRICH INDEPENDENT SCHOOL DISTRICT, whose address is 234 Katie Simpson Ave., P.O. Box 789, Goodrich, Texas 77335, hereinafter referred to as "ISD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$6,775,758.00 of which \$133,000.00 (Construction) is being applied on behalf of ISD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 250 kilowatt generator at the Goodrich High School Building for public shelter.

WHEREAS, the County and ISD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the ISD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

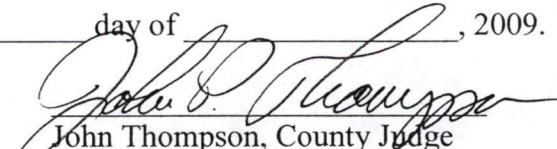
1. In the event the County should incur any costs at the request or under the direction of/or approved by the ISD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the ISD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and ISD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the ISD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The ISD will fully and satisfactorily perform all of its obligations under the terms of this contract.

6. The County shall submit ISD such reports as are required under Section 8 of the TxCDBG Contract. The ISD shall timely provide the County with all information and documents in the possession of the ISD necessary for such required reports of the County. Should the ISD fail to timely furnish any such information or documents in the possession of the ISD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the ISD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the ISD County and otherwise indemnify the ISD for any loss or damages sustained as a result thereof.
7. The ISD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the ISD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the ISD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the ISD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the ISD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the ISD. All said additional expenses not covered by the allocated grant funds shall be paid for by the ISD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the ISD shall be conveyed in fee simple to the ISD by the County upon completion of the grant contract. In consideration therefore, the ISD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

- 12. This is a good faith effort between the County and the ISD to accommodate and assist the citizens of the area by providing improved public shelter facility to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF POLK

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
 John Thompson, County Judge  
 County of Polk

ATTEST:

\_\_\_\_\_  
 Schelana Walker, County Clerk  
 County of Polk

GOODRICH INDEPENDENT SCHOOL DISTRICT

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
 Guylene Robinson, Superintendent  
 Goodrich Independent School District

ATTEST:

\_\_\_\_\_  
 \_\_\_\_\_, Secretary  
 Goodrich Independent School District

COPY

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF POLK  
AND  
LEGGETT INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS

COUNTY OF POLK

This Agreement between the COUNTY OF POLK, TEXAS, whose address is, 101 WEST CHURCH STREET, LIVINGSTON, Texas 77351 hereinafter referred to as "County" and the LEGGETT INDEPENDENT SCHOOL DISTRICT, whose address is 254 FM 942 East, P.O. Box ~~1297~~<sup>68</sup>, Leggett, Texas 77350 hereinafter referred to as "ISD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$6,775,758.00 of which \$148,000.00 (Construction) is being applied on behalf of ISD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 250 kilowatt generator for the Public Shelter at the school campus.

WHEREAS, the County and ISD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the ISD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

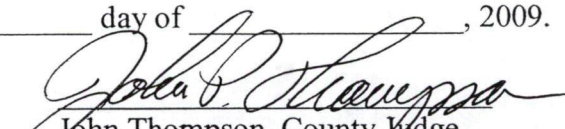
1. In the event the County should incur any costs at the request or under the direction of/or approved by the ISD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the ISD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and ISD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the ISD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The ISD will fully and satisfactorily perform all of its obligations under the terms of this contract.

6. The County shall submit ISD such reports as are required under Section 8 of the TxCDBG Contract. The ISD shall timely provide the County with all information and documents in the possession of the ISD necessary for such required reports of the County. Should the ISD fail to timely furnish any such information or documents in the possession of the ISD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the ISD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the ISD County and otherwise indemnify the ISD for any loss or damages sustained as a result thereof.
7. The ISD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the ISD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the ISD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the ISD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the ISD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the ISD. All said additional expenses not covered by the allocated grant funds shall be paid for by the ISD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the ISD shall be conveyed in fee simple to the ISD by the County upon completion of the grant contract. In consideration therefore, the ISD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

- 12. This is a good faith effort between the County and the ISD to accommodate and assist the citizens of the area by providing improved public shelter facility to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF POLK

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
 John Thompson, County Judge  
 County of Polk

ATTEST:

\_\_\_\_\_  
 Schelana Walker, County Clerk  
 County of Polk

LEGGETT INDEPENDENT SCHOOL DISTRICT

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
 Vickie Jones, Superintendent  
 Leggett Independent School District

ATTEST:

\_\_\_\_\_  
 \_\_\_\_\_, Secretary  
 Leggett Independent School District

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF POLK  
AND  
LIVINGSTON INDEPENDENT SCHOOL DISTRICT  
STATE OF TEXAS

COUNTY OF POLK

This Agreement between the COUNTY OF POLK, TEXAS, whose address is, 101 WEST CHURCH STREET, LIVINGSTON, Texas 77351 hereinafter referred to as "County" and the LIVINGSTON INDEPENDENT SCHOOL DISTRICT, whose address is P.O. Box 1297, Livingston, Texas 77351 hereinafter referred to as "ISD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$6,775,758.00 of which \$960,000.00 (Construction) is being applied on behalf of ISD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 1,100 kilowatt generator at the Livingston Jr. High Building for the public shelter facility.

WHEREAS, the County and ISD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the ISD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event the County should incur any costs at the request or under the direction of/or approved by the ISD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the ISD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and ISD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the ISD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The ISD will fully and satisfactorily perform all of its obligations under the terms of this contract.

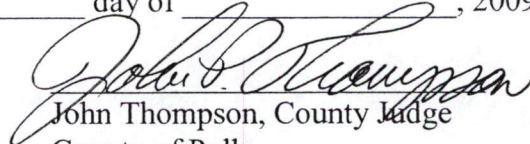


6. The County shall submit ISD such reports as are required under Section 8 of the TxCDBG Contract. The ISD shall timely provide the County with all information and documents in the possession of the ISD necessary for such required reports of the County. Should the ISD fail to timely furnish any such information or documents in the possession of the ISD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the ISD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the ISD County and otherwise indemnify the ISD for any loss or damages sustained as a result thereof.
7. The ISD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the ISD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the ISD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the ISD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the ISD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the ISD All said additional expenses not covered by the allocated grant funds shall be paid for by the ISD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the ISD shall be conveyed in fee simple to the ISD by the County upon completion of the grant contract. In consideration therefore, the ISD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

- 12. This is a good faith effort between the County and the ISD to accommodate and assist the citizens of the area by providing improved public shelter facility to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF POLK

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
 John Thompson, County Judge  
 County of Polk

ATTEST:

\_\_\_\_\_  
 Schelana Walker, County Clerk  
 County of Polk

LIVINGSTON INDEPENDENT SCHOOL DISTRICT

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
 Darrell Myers, Superintendent  
 Livingston Independent School District

ATTEST:

\_\_\_\_\_  
 \_\_\_\_\_, Secretary  
 Livingston Independent School District

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF POLK  
AND  
NIGTON-WAKEFIELD WATER SUPPLY CORPORATION

COPY

STATE OF TEXAS

COUNTY OF POLK

This Agreement between the COUNTY OF POLK, TEXAS, whose address is, 101 WEST CHURCH STREET, LIVINGSTON, Texas 77351 hereinafter referred to as "County" and the NIGTON-WAKEFIELD WATER SUPPLY CORPORATION, whose address is P.O. Box 117 Apple Springs, Texas 75926 hereinafter referred to as WSC; is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$6,775,758.00 of which \$75,000.00 (Construction) is being allocated to the WSC.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 125 kilowatt generator at the Wakefield Water Plant.

WHEREAS, the County and WSC are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the WSC as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event the County should incur any costs at the request or under the direction of/or approved by the WSC which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the WSC will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and WSC all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the WSC for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.

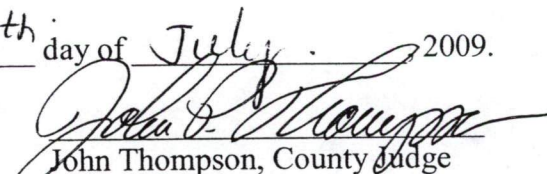
5. The WSC will fully and satisfactorily perform all of its obligations under the terms of this contract.
6. The County shall submit WSC such reports as are required under Section 8 of the TxCDBG Contract. The WSC shall timely provide the County with all information and documents in the possession of the WSC necessary for such required reports of the County. Should the WSC fail to timely furnish any such information or documents in the possession of the WSC following timely request for same, should the County incur any expenses or damages whatsoever as a result of the WSC failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the WSC County and otherwise indemnify the WSC for any loss or damages sustained as a result thereof.
7. The WSC hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the WSC under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the WSC shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the WSC may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the WSC for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the WSC. All said additional expenses not covered by the allocated grant funds shall be paid for by the WSC.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the WSC shall be conveyed in fee simple to the WSC by the County upon completion of the grant contract. In

consideration therefore, the WSC agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

- 12. This is a good faith effort between the County and the WSC to accommodate and assist the citizens of the Wakefield area by providing improved water service to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF POLK

WITNESS OUR HANDS effective this 14<sup>th</sup> day of July, 2009.

  
 John Thompson, County Judge  
 County of Polk

ATTEST:

\_\_\_\_\_  
 Schelana Walker, County Clerk  
 County of Polk

NIGTON-WAKEFIELD WATER SUPPLY CORPORATION

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
 Jessie Wheeler, President  
 Nigton-Wakefield Water Supply Corporation

ATTEST:

\_\_\_\_\_  
 Betty J. Perkins, Secretary  
 Nigton-Wakefield Water Supply Corporation

INTER-GOVERNMENTAL AGREEMENT  
BETWEEN  
COUNTY OF POLK  
AND  
ONALASKA INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS

COUNTY OF POLK

This Agreement between the COUNTY OF POLK, TEXAS, whose address is, 101 WEST CHURCH STREET, LIVINGSTON, Texas 77351 hereinafter referred to as "County" and the ONALASKA INDEPENDENT SCHOOL DISTRICT, whose address is P.O. Box 2289, Onalaska, Texas 77360 hereinafter referred to as "ISD", is as follows:

WHEREAS, the County will apply for a 2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike Non Housing Activities Grant from the Office of Rural Community Affairs in the amount of \$6,775,758.00 of which \$148,000.00 (Construction) is being applied on behalf of ISD.

WHEREAS, the Supplemental Disaster Recovery Funds Contract will install a 250 kilowatt generator for the Public Shelter Facility at the Onalaska Elementary School Building.

WHEREAS, the County and ISD are desirous of reciting in writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the ISD as well as the County as a result of the application by the County and the receipt of a contract award under the 2008 Supplemental Disaster Recovery Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

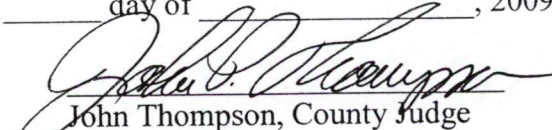
1. In the event the County should incur any costs at the request or under the direction of/or approved by the ISD which is determined by the Office of Rural Community Affairs to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the ISD will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and ISD all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the ISD for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Contract.
5. The ISD will fully and satisfactorily perform all of its obligations under the terms of this contract.

6. The County shall submit ISD such reports as are required under Section 8 of the TxCDBG Contract. The ISD shall timely provide the County with all information and documents in the possession of the ISD necessary for such required reports of the County. Should the ISD fail to timely furnish any such information or documents in the possession of the ISD following timely request for same, should the County incur any expenses or damages whatsoever as a result of the ISD failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Disaster Contract then the District shall be required to repay such expenses to the ISD County and otherwise indemnify the ISD for any loss or damages sustained as a result thereof.
7. The ISD hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Office of Rural Community Affairs, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the ISD under this Contract.
8. In the event of the termination of the TxCDBG 2008 SUPPLEMENTAL DISASTER RECOVERY CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the ISD shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the ISD may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County requested and obtained the partial amount allocated for this proposed TxCDBG Supplemental Disaster Recovery Grant at the request of the ISD for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said project under the TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the ISD. All said additional expenses not covered by the allocated grant funds shall be paid for by the ISD.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG CONTRACT and/or purchased or provided by the ISD shall be conveyed in fee simple to the ISD by the County upon completion of the grant contract. In consideration therefore, the ISD agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said water facilities.

- 12. This is a good faith effort between the County and the ISD to accommodate and assist the citizens of the area by providing improved public shelter facility to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG 2008 Supplementary Disaster Recovery Contract if awarded by the Office of Rural Community Affairs, the same being incorporated herein by reference the same as if fully set forth in this Contract.

COUNTY OF POLK

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
 John Thompson, County Judge  
 County of Polk

ATTEST:

\_\_\_\_\_  
 Schelana Walker, County Clerk  
 County of Polk

ONALASKA INDEPENDENT SCHOOL DISTRICT  
 WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
 Lynn Redden, Superintendent  
 Onalaska Independent School District

ATTEST:

\_\_\_\_\_  
 \_\_\_\_\_, Secretary  
 Onalaska Independent School District