

VOL.

55 PAGE 4108
COPY

CONSULTING AGREEMENT

THE STATE OF TEXAS

*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK

*

A. Preamble

This document evidences an Agreement, (the "Agreement"), between the County of Polk, State of Texas, by and through its Commissioner's Court duly elected and existing, represented by the Honorable John Thompson, County Judge, (the "County"), and Eastex Community Resources, (the "Consultant"), for the providing of certain specialized services by Consultant for the benefit of the County.

B. Intent of the Parties

It is the intent of the parties that Consultant, shall perform certain actions to the benefit of the County, as set forth in this Agreement. This Agreement is entered into this 22nd day of September, 2009 by and between Eastex Community Resources (the "Consultant"), whose principal address is 114 Leas Drive, Livingston, Texas 77351 and Polk County, Texas (the "County") whose principal address is 101 West Church Street, Suite 300, Livingston, Texas 77351.

C. Recitals

WHEREAS, the County is in need of assistance in the area of marketing and administrative support of the County as a Certified Retirement Community; and

WHEREAS, Consultant has agreed to perform consulting work for the County in providing marketing and administrative support and consulting services an other related activities as directed by the County.

D. Agreement

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant's Services

Consultant shall be available and shall provide to the County professional

consulting services in the area of marketing and administrative support as required to service and maintain the designation of the county as a Certified Retirement Community.

2. Consideration

- A. **RATE.** In consideration for the Consulting Services to be performed by Consultant under this Agreement, the County will pay Consultant the amount of THREE THOUSAND and no/100 DOLLARS (\$3,000.00) within fourteen (14) days of the time of signing this Agreement and the amount of ONE THOUSAND and no/100 DOLLARS (\$1,000.00) per month at the end of each month during the period of this Agreement for a combined total not to exceed FIFTEEN THOUSAND and no/100 DOLLARS (\$15,000.00). In addition to a monthly invoice, Consultant shall submit to County Judge's office for distribution to Commissioners Court written, signed reports of the time spent performing Consulting Services, itemizing in reasonable detail the dates on which services were performed, the number of hours spent on such dates and a brief description of the services rendered. The County shall pay Consultant the amounts due pursuant to submitted invoice and reports and upon approval at the next Commissioners Court session in which invoices are included on and approved in the Consent Agenda.
- B. **EXPENSES.** Any additional expenditures above and beyond the amounts described above as "RATE" shall be reimbursed to Consultant provided written documentation has been submitted to County for prior approval and County has approved in writing the reimbursement of said expense. Total expenses combined shall not exceed FIVE THOUSAND and no/100 DOLLARS (\$5,000.00). Upon approval of expense, Consultant will submit receipts to County and be reimbursed by County after approval at the next Commissioners Court session in which invoices are included on and approved in the Consent Agenda. Expenses shall include but not be limited to:
- (1) Mileage for out of town travel reimbursed at currently approved IRS rate for business travel.
 - (2) Any advertising materials, including but not limited to brochures, signage, periodical ads;
 - (3) Administrative expenses to include cost of website set up and maintenance and other social networking; postage for mailouts;
 - (4) Lodging expenses if work demands overnight stays; and

3. Independent Contractor Status

Nothing herein shall be construed to create an employer-employee relationship between the County and Consultant. Consultant is an independent contractor and not an employee of the County or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the County will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold herself out as an employee of the County, but shall, at all times, represent the County in a professional manner.

4. Confidentiality

In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which the County or its subsidiaries or affiliates may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate County personnel or their designees.

5. Consultant to provide Automobile

The Consultant agrees to furnish a properly registered automobile for all of the Consultant's transportation needs required for the performance of the Consultant's duties under this Agreement. At all times during the term of this Agreement, the Consultant will keep in full force and effect at the Consultant's sole expense automobile insurance on any automobile owned by the Consultant that is used at any time to carry out any of the duties of the Agreement. The policy must be issued by an insurance company acceptable to the County and must include the name of the County as one of the insureds. The policy must insure against public liability for bodily injury and property damage at a minimum rate required by the County and/or State or approved by the County at the time of executing this Agreement. The Consultant will deliver documentation providing proof of insurance to the County.

6. Liability

With regard to the services to be performed by the Consultant pursuant to the terms of this Agreement, the Consultant shall not be liable to the County, or to anyone who may claim any right due to any relationship with the County, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts or omissions of the Consultant are due to willful misconduct or gross negligence. The County shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from

or growing out of the services rendered to the County pursuant to the terms of this Agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Consultant and the Consultant is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

7. Term

This Agreement shall commence on October 1, 2009 and shall terminate on September 30, 2010, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon thirty (30) days prior written notice. The County may, at its option, renew this Agreement for an additional one (1) year term on the same terms and conditions as set forth herein by giving written notice to Consultant of such intent to renew on or before September 1, 2010. Any changes in this Agreement for renewal purposes in regards to services or compensation shall constitute a newly executed Agreement to be agreed upon and signed by both parties.

8. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

- Notices to Consultant: Eastex Community Resources
114 Leas Drive
Livingston, Texas 77351
- Notices to County: Hon. John Thompson, County Judge
Polk County, Texas
101 West Church Street, Suite 300
Livingston, Texas 77351

9. Miscellaneous

- A. ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.
- B. BINDING EFFECT, ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of Consultant and the County. Nothing in

this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the County.

- C. GOVERNING LAW, SEVERABILITY. This Agreement shall be governed by the laws of the State of Texas. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.
- D. APPROVAL OF COMMISSIONER'S COURT. By the signature of the County Judge, it is acknowledged that this Agreement has been voted on and approved by the Polk County Commissioner's Court, which Court has authorized the County Judge to sign below.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

POLK COUNTY, TEXAS

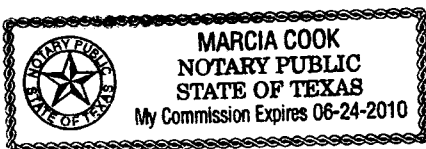
By: [Signature]
JOHN THOMPSON, COUNTY JUDGE

EASTEX COMMUNITY RESOURCES
By: [Signature]
DEBBIE HARLOW, PRESIDENT

THE STATE OF TEXAS *

COUNTY OF POLK *

This instrument was acknowledged before me on the 22nd day of September, 2009, by DEBBIE HARLOW, President, HARLOW ENTERPRISES, INC. dba EASTEX COMMUNITY RESOURCES, on behalf of said corporation.

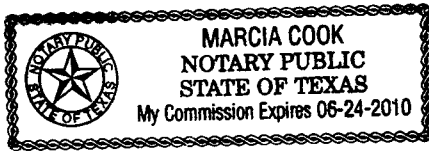


[Signature]
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS *

COUNTY OF POLK *

This instrument was acknowledged before me on the 22nd day of September, 2009, by JOHN THOMPSON, County Judge, Polk County, on behalf of Polk County, Texas.



Marcia Cook
NOTARY PUBLIC, STATE OF TEXAS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2009

PRODUCER Bradley Welborn State Farm 800 W Church Street Livingston, Tx 77351 936-327-2541	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Lester & Debra Harlow 220 Cherokee Trl Livingston, Texas 77351	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS ADD'L LTR INSURD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> 2007 Dodge Nitro	073 2656-FZ1-43H 003	10/01/2009	12/31/2009	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$								
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1"> <tr> <td>WE STATUTORY LIMITS</td> <td>OTH ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WE STATUTORY LIMITS	OTH ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Polk County Texas 101 W. Church Street Ste 300 Livingston, Texas 77351	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Debbie Harlow</i> for Bradley Welborn
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