

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
TUESDAY, JANUARY 27, 1998
1:00 O'CLOCK P.M.

AGENDA

1. Call to Order.
2. Invocation and Pledge of Allegiance by Commissioner Meyers.
3. Approve minutes of meetings January 13 and 16, 1998.
4. Announcements and Public Comments.
5. Approve line item transfers in budgets and funds.
6. Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials.
7. Consider approving pay application #10 in the amount of \$130,445.40 for construction of East End Annex.
8. Consider approving ~~Interlocal~~ Agreements between Fort Bend County and Dr. Robert Soule, Medical Director for Emergency Medical Services.
9. Consider approving agreement with Riceland Regional Mental Health Authority for matching funds to treat chemically dependent adolescents and adults.
10. COMMISSIONER PCT. 3: discuss and consider approving reimbursement cost for expanded Westpark Toll Road Feasibility Study.
11. CONSTABLE PCT. 2: consider approving contract deputy agreement between Fort Bend County and Briar Villa Community Improvement Association.
12. Consider approving interlocal agreements with the following entities: (1) City of Arcola for maintenance, repair and construction of streets, roads and drainage; (2) City of Arcola for the housing of prisoners; (3) City of Fulshear, City of Meadows, and City of Sugar Land for the housing of prisoners; (4) City of Fulshear, City Meadows, and City of Sugar Land for mutual aid; (5) Needville Independent School District, Kendleton Independent School District and City of Sugar Land for maintenance, repair and construction of streets, roads, and drainage; (6) City of Simonton and City of Meadows for maintenance, repair and construction of streets, roads, and drainage, enforcement of health regulations and enforcement of animal control; (7) City of Fulshear for maintenance, repair and construction of streets, roads and drainage, and enforcement of health regulations; (8) City of Missouri City for mutual aid and housing of prisoners; (9) Fort Bend ISD for maintenance, repair and construction of streets, roads and drainage; (10) City of Missouri City for maintenance, repair and construction of streets, roads and drainage; (11) City of Missouri City for purchase of certain materials and services.
13. LAW LIBRARY: declare an emergency and amend the 1998 budget.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

ADA Coordinator, Risk/Management Insurance Dept., 309 S. 4th St., Suite 720, Travis Building, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

14. Consider approving Early Voting locations, dates and times for March 10, 1998 primary election:

Main Early Voting Site

William B. Travis Building
301 Jackson Street, Room 609
Richmond, Texas 77469

Branch Early Voting Sites

Missouri City City Hall
1522 Texas Parkway
Missouri City, Texas 77459

First Colony Conference Center
3232 Austin Parkway
Sugar Land, Texas 77478

Garcia Middle School
18550 Old Richmond Road
Sugar Land, Texas 77478

Meadows Place City Hall
One Troyan Drive
Meadows Place, Texas 77477

Chasewood Clubhouse
7622 Chasewood Drive
Missouri City, Texas 77489

Fulshear City Hall
30603 FM 1093
Fulshear, Texas 77441

Arcola City Hall
13222 Highway 6
Arcola, Texas 77583

Needville Service Center
9110 Long Street
Needville, Texas 77461

The dates and times of early voting for all of the above voting sites are:

Monday	February 23, 1998	8:00 AM - 5:00 PM
Tuesday	February 24, 1998	8:00 AM - 5:00 PM
Wednesday	February 25, 1998	8:00 AM - 5:00 PM
Thursday	February 26, 1998	8:00 AM - 5:00 PM
Friday	February 27, 1998	8:00 AM - 5:00 PM
Saturday	February 28, 1998	7:00 AM - 7:00 PM
Sunday	March 1, 1998	12:00 AM ^{PM} - 5:00 PM
Monday	March 2, 1998	7:00 AM - 7:00 PM
Tuesday	March 3, 1998	7:00 AM - 7:00 PM
Wednesday	March 4, 1998	7:00 AM - 7:00 PM
Thursday	March 5, 1998	7:00 AM - 7:00 PM
Friday	March 6, 1998	7:00 AM - 7:00 PM

Applications for ballots by mail should be sent to:

Steve Raborn, Elections Administrator
Fort Bend County
301 Jackson Street, Suite 624
Richmond, Texas 77469
281-341-8670

15. Discuss and consider approving Tax Abatement Agreement between Fort Bend County and Biotics Building Partnership.

16. Discuss and consider approving Resolution for grant application for the After Care Program to the Office of the Governor, Criminal Justice Division, VAWA program in the amount of \$80,000.

CONSENT AGENDA - ITEMS 17 - 26:

17. **COMMISSIONER PCT. 4:** consider approving plat Diamond Pointe at Weston Lakes, Section Two.
18. **CONSTABLE PCT. 1:** consider approving reserve deputy Ramon Lerma Ramirez with bond and oath.
19. **CONSTABLE PCT. 2:** request approval of second-year continuation grant application and resolution for the Community Liaison Deputy Program.
20. **CONSTABLE PCT. ²β:** consider approving reserve deputy Gary Hurd with bond and oath.
21. **CONSTABLE PCT. 4:** consider approving reserve deputy Julia Marino with bond and oath.
22. **DISTRICT ATTORNEY:** request approval of fifth-year continuation grant application and resolution for Narcotics Prosecutor.
23. **ENGINEERING:** consider approving the following:
(1) accepting streets for Mission Glen Estates, Section 3, and release bond #5838242 in the amount of \$60,000.00, Pct. 3;
(2) set public hearing for traffic control plan for Mission Glen Estates, Section 3, Pct. 3;
(3) consider accepting street for Summerfield, Section 1 and Pecan Meadows Estates, Section 1 and release bond #325063 in the amount of \$90,356.00, Pct 3;
(4) consider accepting streets for Summerfield, Section 2 and release bond #5838241 in the amount of \$209,250.00, Pct. 3;
(5) set public hearing for traffic control plan for Summerfield Section 1 and Pecan Meadows Estates, Section 1 and for Summerfield Section 2, Pct 3;
(6) consider approving application from C. E. *Barker*, Inc. to bury 8" PVC water line under Sand Hill Drive and along Williams Landing Road, Pct. 4;
(7) consider application from Entex, a division of Houston Industries to bury 4" main along Berdett, Pct. 1;
(8) consider approving application from Topique Construction to construct two commercial driveway tie-ins onto Cinco Ranch Blvd. and one commercial driveway tie-in onto Cinco Park Place, Pct. 3;
(9) consider approving the replacement bond #18-0125-55723-97-4 in the amount of \$131,500.00 for Sienna F.B.I.S.D. Elementary School #32 and Steep Bank Trace Street dedication. This is a replacement of bond #8139-81-76, Pct. 2 (change in contractor);
(10) consider approval payment #2 for \$29,070.00 to BLS Construction for Finney-Vallet road bridge over Cottonwood Creek, Pct. 1.
24. **EMS:** consider approving mutual aid agreements with Austin County and Wharton County Junior College.

25. **RISK MANAGEMENT: consider approving the following;**
(1) authorizing payments for damages to County vehicles and independent appraiser report;
(2) authorizing actuarial firm and fee for 1997 Property-Casualty Protected Self Insurance Program.
26. **ROAD & BRIDGE: consider acceptance of check #8246 in the amount of \$1255 to be placed in Road & Bridge fund.**
-

27. **PURCHASING: consider approving the follow:**
(1) a. Mission West Park - Bid #98-019
b. Sign language interpreter - Bid #98-020
c. Industrial trailer - Bid #98-022
d. Tires and Tubes - Bid #98-023
(2) consider granting exemption to the competitive bid requirements as authorized by }262.024 Texas Local Government Code for the purchase of an item available from only one source for the following:
a. LGFS and GHRS maintenance fees from American Management Systems.
b. Regent bindings from Regent Book Company, Inc.
(3) consider authorizing the purchase of laptop computers for the following:
a. Sheriff Department - 2 each
b. Road and Bridge - 1 each
c. Elections Administration - 10 each
d. County Attorney - 1 each
(4) authorize purchase of computer equipment from DataCom a State of Texas Qualified Information Systems vendor.
(5) consider renewing Bid #97-017 for literary material from Gale Research.
(6) consider approving change order #1 from Bass Construction pursuant to Bid #97-102 for renovations to jury assembly facility.
(7) consider approving interlocal agreement with City of Rosenberg for the purchase of goods and services.
(8) consider approving specifications for privatization of county payroll process.
(9) discuss and consider taking action on East End Annex construction and Needville Library renovations.

28. **9:30 a.m./1:30 p.m. - Hold Public Hearing** and consider taking action on the following:
(1) acceptance of traffic study for intersection of Canyon Links and Cayman Point in Kelliwood Terrace Subdivision, Pct. 3; (2) replat of the Enclave at Greatwood, Pct. 1; (3) traffic control devices at intersection of the Pointe Loma and Homeward Way, New Territory, Pct. 4; (4) traffic control devices for Pecan Grove Elementary, Pct. 4.

29. Consider approving professional services contract with Darrell Schoedel, consultant.

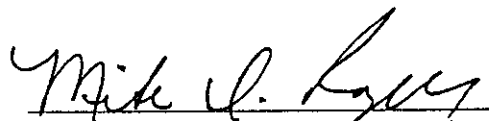
- (30.) Consider approving ^{NINE} ~~seven~~ new positions for Bob Lutts Fulshear/Simonton Library. Funds were adopted in 1998 Library Budget.

31. Approve bills.

32. **Meet in Closed Session** to discuss the following matters: (1) **Threatened Litigation;** (2) **Litigation;** a. Mordo et.al. vs. Ackman et.al, Cause #97-39854; In the 269th Judicial District Court of Harris County, Texas; b. Rodrigo Salomon Robles and Romilia Fuentes Robles v. FGI Financing I Corp., et. al, in the 190th Judicial District Court of Harris County, Texas; Cause No. 97-51619 (2) **Personnel Matters;** a. Road & Bridge Department; b. Parks Department; c. Department Heads; as authorized by TX Gov. Code, Sec. 551/071/074; and **consider taking action in Open Session.**

33.. Adjournment.

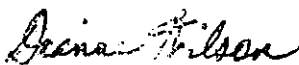
In the event any of the foregoing items are not covered in the time allocated on the date of this agenda, the County may order a continuance during the week until the discussion is completed on all items.


Michael D. Rozell, County Judge

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Friday, January 23, 1998 by Jean O. Alow.

FILED FOR RECORD
TIME 12:45 A.M.
P.M.

JAN 23 1998


County Clerk, Fort Bend Co., Tex.

**NOTICE OF MEETING
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
JANE LONG ANNEX, RICHMOND, TEXAS
TUESDAY, JANUARY 27, 1998
2 O'CLOCK P.M.**

AGENDA

1. Call to Order.
2. Approve monthly reports for December, 1997.
3. Approve Interlocal Agreement between Fort Bend County Drainage District and Eldridge Road Municipal Utility District.
4. Adjournment.

In the event any of the foregoing items are not covered in the time allocated on the date of this agenda, the County may order a continuance for the next day until the discussion is completed on all items.

FILED FOR RECORD
TIME 12:45 ^{A.M.}~~P.M.~~

JAN 23 1998

Deana Wilson
County Clerk, Fort Bend Co., Tex.

Michael D. Rozell
Michael D. Rozell, Chairman

Notice of meeting/agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Friday, January 23, 1998 by *Jean Outlaw*.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

ADA Coordinator, Risk/Management Insurance Dept., 309 S. 4th St., Suite 720, Travis Building, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

NOTICE OF MEETING

FORT BEND PARKWAY ROAD DISTRICT

Notice is hereby given that the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend Parkway Road District will hold a special meeting on **Tuesday, January 27, 1998 at 2:15 p.m.** in the Commissioners Courtroom on the First Floor of the Jane Long Annex, 501 Jackson Street, Richmond, Texas 77469 for the following purpose:

1. Consider approval of invoice form Rust Lichliter in the amount of \$40,000.00 for Engineering Services in conjunction with Fort Bend Parkway EIS.
2. Adjournment.

FILED FOR RECORD
TIME 12:45 ^{A.M.}_{P.M.}

JAN 23 1998

Dinae Wilson
County Clerk, Fort Bend Co., Tex.

Mike D. Rozell
Michael D. Rozell, County Judge

Notice of meeting posted at the Courthouse & Jane Long Annex, Richmond, Texas on Friday, January 23, 1998 by *Jerry C. [Signature]*

NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

ADA Coordinator, Risk/Management Insurance Dept., 309 S. 4th St., Suite 720, Travis Building, Richmond, Texas 77469, phone (713) 341-8618 has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations.* Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

MINUTES

BE IT REMEMBERED, That on this 27TH DAY of JANUARY, 1998 Commissioners Court of Fort Bend County, Texas, met at a scheduled meeting with the following present:

MICHAEL D. ROZELL	COUNTY JUDGE
R.L. "BUD" O'SHIELES	COMMISSIONER PRECINCT #1
GRADY PRESTAGE	COMMISSIONER PRECINCT #2
ANDY MEYERS	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK

When the following were heard and the following orders were passed:

1. Call to Order.

Call to Order by Judge Rozell at 1:03 p.m.

2. Invocation and Pledge of Allegiance by Commissioner Meyers.

Invocation and Pledge of Allegiance by Commissioner Meyers.

3. Approve minutes of meetings January 13 and 16, 1998.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to approve minutes of meetings January 13 and January 16, 1998.

4. Announcements and Public Comments.

Judge Rozell presented proclamation from County Judge Robert Eckels and Harris County Commissioners.

Received \$500,000 park grant from Texas Department Parks for Bates Allen Blue Hole Park.

Commissioner Meyers announced former County Judge Jodie Stavinoha received MHMRA's Mary Holsworth award for outstanding leadership.

JANUARY 27, 1998

5. Approve line item transfers in budgets and funds.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve line item transfers in budgets and funds for the following as presented by Jim Edwards.

1997 budget

Building Maintenance
Justice of the Peace Pct. 3
Constable Pct 4.
Vehicle Maintenance
Justice of the Peace Pct. 2
Purchasing
Elections Administration
Library

1998 budget

Non-departmental from Contingency
Mail Center

6. Approve out-of-state travel requests for County personnel and enter into record the out-of-state travel requests for elected officials.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), for SHERIFF STAFF, and duly carried (3-1) with Commissioner Meyers voting no for DISTRICT ATTORNEY STAFF.

7. Consider approving pay application #10 in the amount of \$130,445.40 for construction of East End Annex.

Postpone.

Jess Hegemeir presented update on East End Annex and assistance from bonding company to fund completion.

Dennis Morgan presented a letter from County Attorney regarding breach of contract.

8. Consider approving agreement between Fort Bend County and Dr. Robert Soule, Medical Director for Emergency Medical Services.

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to approve agreement between Fort Bend County and Dr. Robert Soule, Medical Director for Emergency Medical Services.

9. Consider approving agreement with Riceland Regional Mental Health Authority for matching funds to treat chemically dependent adolescents and adults.

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve agreement with Riceland Regional Mental Health Authority for matching funds to treat chemically dependent adolescents and adults.

10. COMMISSIONER PCT. 3: discuss and consider approving reimbursement cost for expanded Westpark Toll Road Feasibility Study.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve \$9,100 to request Harris County Toll Road Authority extend Westpark Toll Road Feasibility Study from Hwy 6 to Grand Parkway 99; authorize County Judge to submit letter to Harris County Toll Road Authority advising of Commissioners Court action; request the Harris County Toll Road Authority direct the preliminary feasibility study to Fort Bend County Toll Road Authority and authorize Commissioner Meyers to send letter to property owners seeking reimbursement of \$9,100 to the County. Fees from Fees & Services.

11. CONSTABLE PCT. 2: consider approving contract deputy agreement between Fort Bend County and Briar Villa Community Improvement Association.

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve contract deputy agreement between Fort Bend County and Briar Villa Community Improvement Association.

12. Consider approving interlocal agreements with the following entities: (1) City of Arcola for maintenance, repair and construction of streets, roads and drainage; (2) City of Arcola for the housing of prisoners; (3) City of Fulshear, Meadows Place, and City of Sugar Land for the housing of prisoners; (4) City of Fulshear, City Meadows, and City of Sugar Land for mutual aid; (5) Needville Independent School District, Kendleton Independent School District and City of Sugar Land for maintenance, repair and construction of streets, roads, and drainage; (6) City of Simonton and City of Meadows for maintenance, repair and construction of streets, roads, and drainage, enforcement of health regulations and enforcement of animal control; (7) City of Fulshear for maintenance, repair and construction of streets, roads and drainage, and enforcement of health regulations; (8) City of Missouri City for mutual aid and housing of prisoners; (9) Fort Bend ISD for maintenance, repair and construction of streets, roads and drainage; (10) City of Missouri City for maintenance, repair and construction of streets, roads and drainage; (11) City of Missouri City for purchase of certain materials and services.

Postpone items 12 (1) through 12 (10).

Commissioners Court request County Attorney to recommend the proper wording of interlocal agreements to ensure compliance with state law.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve interlocal agreement with City of Missouri City for purchase of certain materials and services (item 12/11).

13. LAW LIBRARY: declare an emergency and amend the 1998 budget.

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to declare an emergency and amend the 1998 budget in the amount of \$6,572 as presented by Jim Edwards, Budget Officer. Funds from Law Library Fund Balance.

JANUARY 27, 1998

14. Consider approving Early Voting locations, dates and times for March 10, 1998 primary election:

MAIN EARLY VOTING SITE

**William B. Travis Building
301 Jackson Street, Room 609
Richmond, Texas 77469**

Monday	February 23, 1998	8:00 AM - 5:00 PM
Tuesday	February 24, 1998	8:00 AM - 5:00 PM
Wednesday	February 25, 1998	8:00 AM - 5:00 PM
Thursday	February 26, 1998	8:00 AM - 5:00 PM
Friday	February 27, 1998	8:00 AM - 5:00 PM

Saturday	February 28, 1998	7:00 AM - 7:00 PM
Sunday	March 1, 1998	12:00 PM - 5:00 PM

Monday	March 2, 1998	7:00 AM - 7:00 PM
Tuesday	March 3, 1998	7:00 AM - 7:00 PM
Wednesday	March 4, 1998	7:00 AM - 7:00 PM
Thursday	March 5, 1988	7:00 AM - 7:00 PM
Friday	March 6, 1998	7:00 AM - 7:00 PM

BRANCH EARLY VOTING SITES

Missouri City City Hall 1522 Texas Parkway Missouri City, Texas 77459	First Colony Conference Center 3232 Austin Parkway Sugar Land, Texas 77478
--	---

Garcia Middle School 18550 Old Richmond Road Sugar Land, Texas 77478	Meadows Place City Hall One Troyan Drive Meadows Place, Texas 77477
---	--

Chasewood Clubhouse 7622 Chasewood Drive Missouri City, Texas 77489	Fulshear City Hall 30603 FM 1093 Fulshear, Texas 77441
--	---

Arcola City Hall 13222 Highway 6 Arcola, Texas 77583	Needville Service Center 9110 Long Street Needville, Texas 77461
---	---

The dates and times of early voting for all of the above voting sites are:

Monday	February 23, 1998	10:00 AM - 7:00 PM
Tuesday	February 24, 1998	10:00 AM - 7:00 PM
Wednesday	February 25, 1998	10:00 AM - 7:00 PM
Thursday	February 26, 1998	10:00 AM - 7:00 PM
Friday	February 27, 1998	10:00 AM - 7:00 PM

Saturday	February 28, 1998	7:00 AM - 7:00 PM
Sunday	March 1, 1998	12:00 PM - 5:00 PM

Monday	March 2, 1998	7:00 AM - 7:00 PM
Tuesday	March 3, 1998	7:00 AM - 7:00 PM
Wednesday	March 4, 1998	7:00 AM - 7:00 PM
Thursday	March 5, 1988	7:00 AM - 7:00 PM
Friday	March 6, 1998	7:00 AM - 7:00 PM

item #14 continued - consider approving early voting locations, dates and times for March 10, 1998 primary election:

**Applications for ballots by mail should be sent to:
Steve Raborn, Elections Administrator
Fort Bend County
301 Jackson Street, Suite 624
Richmond, Texas 77469
281-341-8670**

Moved by Commissioner Prestage, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to to change the time at all branch early voting sites from 10:00 a.m. to 7:00 p.m. during the week of February 23 - February 27, 1998. The time for the main early voting site at the William B. Travis Building is set from 8:00 a.m. to 5:00 p.m during the week of February 23 - February 27, 1998.

Commissioner Prestage requests of the Election Administrator to begin future early voting on the first day allowed by law.

15. Discuss and consider approving Tax Abatement Agreement between Fort Bend County and Biotics Building Partnership.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve Tax Abatement Agreement between Fort Bend County and Biotics Building Partnership.

16. Discuss and consider approving Resolution for grant application for the After Care Program to the Office of the Governor, Criminal Justice Division, VAWA program in the amount of \$80,000 for SOS.

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve Resolution for grant application for the After Care Program to the Office of the Governor, Criminal Justice Division, VAWA program in the amount of \$80,000 for SOS.

17. COMMISSIONER PCT. 4: consider approving plat Diamond Pointe at Weston Lakes, Section Two.

Pass.

18. CONSTABLE PCT. 1: consider approving

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve reserve deputy Ramon Lerma Ramirez with bond and oath.

19. CONSTABLE PCT. 2: request approval of second-year continuation grant application and resolution for the Community Liaison Deputy Program.

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve second-year continuation grant application and resolution for the Community Liaison Deputy Program.

- 20. CONSTABLE PCT. 2: consider approving reserve deputy Gary Hurd with bond and oath.**

Pass.

- 21. CONSTABLE PCT. 4: consider approving reserve deputy Julia Marino with bond and oath.**

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve reserve deputy Julia Marino with bond and oath.

- 22. DISTRICT ATTORNEY: request approval of fifth-year continuation grant application and resolution for Narcotics Prosecutor.**

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve fifth-year continuation grant application and resolution for Narcotics Prosecutor.

- 23. ENGINEERING: consider approving the following:**

- (1) accepting streets for Mission Glen Estates, Section 3, and release bond #5838242 in the amount of \$60,000.00, Pct. 3;**
- (2) set public hearing for traffic control plan for Mission Glen Estates, Section 3, Pct. 3;**
- (3) consider accepting street for Summerfield, Section 1 and Pecan Meadows Estates, Section 1 and release bond #325063 in the amount of \$90,356.00, Pct 3;**
- (4) consider accepting streets for Summerfield, Section 2 and release bond #5838241 in the amount of \$209,250.00, Pct. 3;**
- (5) set public hearing for traffic control plan for Summerfield Section 1 and Pecan Meadows Estates, Section 1 and for Summerfield Section 2, Pct 3;**
- (6) consider approving application from C. E. Barker, Inc. to bury 8" PVC water line under Sand Hill Drive and along Williams Landing Road, Pct. 4;**
- (7) consider application from Entex, a division of Houston Industries to bury 4" main along Berdett, Pct. 1;**
- (8) consider approving application from Topique Construction to construct two commercial driveway tie-ins onto Cinco Ranch Blvd. and one commercial driveway tie-in onto Cinco Park Place, Pct. 3;**
- (9) consider approving the replacement bond #18-0125-55723-97-4 in the amount of \$131,500.00 for Sienna F.B.I.S.D. Elementary School #32 and Steep Bank Trace Street dedication. This is a replacement of bond #8139-81-76, Pct. 2 (change in contractor);**
- (10) consider approval payment #2 for \$29,070.00 to BLS Construction for Finney-Vallet road bridge over Cottonwood Creek, Pct. 1.**

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve items 23(1) through 23(10) and set public hearings for items 23(2) and 23(5) on February 24, 1998 at 1:30 p.m.

- 24. EMS: consider approving mutual aid agreements with Austin County and Wharton County Junior College.**

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve mutual aid agreements with Austin County and Wharton County Junior College.

- 25. RISK MANAGEMENT: consider approving the following;**
(1) authorizing payments for damages to County vehicles and independent appraiser report;
(2) authorizing actuarial firm and fee for 1997 Property-Casualty Protected Self Insurance Program.

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve items 25(1) and 25(2).

- 26. ROAD & BRIDGE: consider acceptance of check #8246 in the amount of \$1255 to be placed in Road & Bridge fund.**

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to accept check #8246 in the amount of \$1,255 to be placed in Road & Bridge fund.

- 27. PURCHASING: consider approving the following:**
(1) a. Mission West Park - Bid #98-019

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to award bid #98-019 to All American Playworld for playground equipment in the amount of \$85,530 as presented by Gilbert Jalomo, Purchasing Agent. Funds from Mission West Park fund.

b. Sign language interpreter - Bid #98-020

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to reject all bids and readvertise for sign language interpreter (bid #98-020) as presented by Gilbert Jalomo, Purchasing Agent.

c. Industrial trailer - Bid #98-022

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to award bid #98-022 to Rush Equipment Company in the amount of \$18,260 for purchase of industrial trailer for Road & Bridge as presented by Gilbert Jalomo, Purchasing Agent.

d. Tires and Tubes - Bid #98-023

Moved by Commissioner O'Shieles, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to award bid #98-023 to each low bidder per section for tires and tubes as presented by Gilbert Jalomo, Purchasing Agent.

item # 27 continued - Purchasing: consider approving the following:

(2) consider granting exemption to the competitive bid requirements as authorized by }262.024 Texas Local Government Code for the purchase of an item available from only one source for the following:

a. LGFS and GHRs maintenance fees from American Management Systems.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to grant exemption to the bid requirements as authorized by }262.024 Texas Local Government Code for the purchase of an item available from only one source for a maximum of 1 year for LGFS and 6 months for GHRs totaling \$67,837 for maintenance fees from American Management Systems as presented by Gilbert Jalomo, Purchasing Agent and Mary Shemanski, MIS Director.

b. Regent bindings from Regent Book Company, Inc.

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to grant exemption to the competitive bid requirements as authorized by }262.024 Texas Local Government Code for the purchase of an item available from only one source for regent bindings from Regent Book Company, Inc. as presented by Gilbert Jalomo, Purchasing Agent.

(3) consider authorizing the purchase of laptop computers for the following:

a. Sheriff Department - 2 each; b. Road and Bridge - 1 each; c. Elections Administration - 10 each; d. County Attorney - 1 each

Moved by Commissioner Prestage, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to authorize the purchase of laptop computers for the following as presented by Gilbert Jalomo, Purchasing Agent.:

- Sheriff - 2 each
- Road & Bridge- 1 each
- Elections Administration- 10 each for early voting sites from Fund #150
- County Attorney- 1 each

(4) authorize purchase of computer equipment from DataCom a State of Texas Qualified Information Systems vendor.

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to authorize purchase of computer equipment from DataCom a State of Texas Qualified Information Systems vendor as presented by Gilbert Jalomo, Purchasing Agent.

(5) consider renewing Bid #97-017 for literary material from Gale Research.

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to renew bid #97-017 for literary material from Gale Research as presented by Gilbert Jalomo, Purchasing Agent.

item #27 continued - Purchasing:consider approving the following:

(6) consider approving change order #1 from Bass Construction pursuant to Bid #97-102 for renovations to jury assembly facility.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and carried (3-1) with Commissioner Meyers voting no, it is ordered to approve change order #1 in the amount of \$22,518 from Bass Construction pursuant to Bid #97-102 for renovations to jury assembly facility as presented by Gilbert Jalomo, Purchasing Agent.

(7) consider approving interlocal agreement with City of Rosenberg for the purchase of goods and services.

Moved by Commissioner O'Shieles, Seconded by Commissioner Prestage, duly put and unanimously carried (4-0), it is ordered to approve interlocal agreement with City of Rosenberg for the purchase of goods and services as presented by Gilbert Jalomo, Purchasing Agent.

(8) consider approving specifications for privatization of county payroll process.

Pass until February 3.

(9) discuss and consider taking action on East End Annex construction and Needville Library renovations.

Gilbert Jalomo updated court on progress of Needville library. Dennis Morgan, Assistant County Attorney requests future discussion be placed on closed session.

Recess:

Recessed at 2:05 p.m.

28. 9:30 a.m./1:30 p.m. - Hold Public Hearing and consider taking action on the following:

(1) acceptance of traffic study for intersection of Canyon Links and Cayman Point in Kelliwood Terrace Subdivision, Pct. 3;

No public comments.

Moved by Commissioner Meyers, Seconded by Commissioner Lutts, duly put and unanimously carried (4-0), it is ordered to accept County Engineer study and authorize installation of multi-way stop for intersection of Canyon Links and Cayman Point in Kelliwood Terrace Subdivision, Pct. 3.

(2) replat of the Enclave at Greatwood, Pct. 1;

No public comments.

No Court action.

JANUARY 27, 1998

item #28 continued - 9:30 a.m./1:30 p.m. - Hold Public Hearing and consider taking action on the following:

(3) traffic control devices at intersection of the Pointe Loma and Homeward Way, New Territory, Pct. 4;

Christi Keller, representing New Territory Residential Community Association and Suzanne Gloss, representing Stone Creek request approval of traffic control devices at intersection of the Pointe Loma and Homeward Way, New Territory, Pct. 4.

Commissioner Lutts addressed the recent installation of traffic control devices at the next block and promised to review the matter in a few months.

No Court action.

(4) traffic control devices for Pecan Grove Elementary, Pct. 4.

No public comments.

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to accept County Engineer study and move signs for Pecan Grove Elementary, Pct. 4.

29. Consider approving professional services contract with Darrell Schoedel, consultant.

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, to approve professional services contract with Darrell Schoedel, consultant.

MOTION WITHDRAWN.

Bud Childers, County Attorney and Dennis Morgan, Assistant County Attorney request postponement until certain reports are received and professional services contract issues are resolved.

Darrell Schoedel presented credentials to the court.

30. Consider approving nine new positions for Bob Lutts Fulshear/Simonton Library. Funds were adopted in 1998 Library Budget.

Moved by Commissioner Lutts, Seconded by Commissioner Meyers, duly put and unanimously carried (4-0), it is ordered to approve nine new positions for Bob Lutts Fulshear/Simonton Library as presented by Jim Edwards, Budget Officer. Funds were adopted in 1998 Library Budget.

Librarian II	8/3	\$1,163.41
Librarian I	7/2	\$1,005.36 (3 positions)
Circulation Clerk III	5/3	\$ 839.28
Circulation Clerk II	4/2	\$ 728.52 (2 positions)
Library Paraprofessional	6/2	\$ 901.66 (2 positions)

JANUARY 27, 1998

31. Approve bills.

Moved by Commissioner Prestage, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve bills including two invoices from WCID #2 for East End Annex as presented by Robert Grayless, County Auditor

\$824.53 water connection

\$621.51 administrative fee of 2% for moving and enlarging water line

The court will request reimbursement from bonding company for these two invoices.

Recess:

Recessed at 2:30 p.m.

Closed Session:

Convened at 2:46 p.m.

Adjourned at 3:11 p.m.

Reconvene:

Reconvened at 3:11 p.m.

- 32. Meet in Closed Session to discuss the following matters: (1) Threatened Litigation; (2) Litigation; a. Mordo et.al. vs. Ackman et.al, Cause #97-39854; In the 269th Judicial District Court of Harris County, Texas; b. Rodrigo Salomon Robles and Romilia Fuentes Robles v. FGI Financing I Corp., et. al, in the 190th Judicial District Court of Harris County, Texas; Cause No. 97-51619 (2) Personnel Matters; a. Road & Bridge Department; b. Parks Department; c. Department Heads; as authorized by TX Gov. Code, Sec. 551/071/074; and consider taking action in Open Session.**

(2) Litigation:

a. Mordo et.al. vs. Ackman et.al, Cause #97-39854; In the 269th Judicial District Court of Harris County, Texas:

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to authorize payment of legal services in the amount of \$9,505.63 for Mordo et.al. vs. Ackman et.al., Cause #97-39854 to be reimbursed by insurance company. Funds from fees & services.

b. Rodrigo Salomon Robles and Romilia Fuentes Robles v. FGI Financing I Corp., et. al, in the 190th Judicial District Court of Harris County, Texas; Cause No. 97-51619:

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to pay property damages in the amount up to \$11,835.45 to be reimbursed by insurance company. Funds from Contingency.

JANUARY 27, 1998

item #32 continued -meet in closed session to discuss the following matters:

(3) Personnel Matters:

a. Road & Bridge Department:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to change Road & Bridge employee, Bobby Hughes, from non-exempt to exempt at grade 9/5 Quintile, \$1,538.89 bi-weekly effective next pay period.

33. Adjournment.

Commissioners Court adjourned at 3:14 p.m. on Tuesday, January 27, 1998.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED, That on this the 27TH DAY of JANUARY, 1998, The Drainage District Board of Fort Bend County, Texas, met at a scheduled meeting with the following present:

MICHAEL D. ROZELL	COUNTY JUDGE
R.L. "BUD" O'SHIELES	COMMISSIONER PRECINCT #1
GRADY PRESTAGE	COMMISSIONER PRECINCT #2
ANDY MEYERS	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK
DAN GERKEN	DRAINAGE DISTRICT MANAGER

When the following were heard and the following orders were passed:

1. Call to Order.

Call to Order by Judge Rozell at 2:05 p.m.

2. Approve monthly report for December, 1997.

Moved by Commissioner Meyers, Seconded by Commissioner O'Shieles, duly put and unanimously carried (4-0), it is ordered to approve monthly report for December, 1997.

3. Approve Interlocal Agreement between Fort Bend County Drainage District and Eldridge Road Municipal Utility District.

Pass.

4. Adjournment.

The Drainage District Board adjourned at 2:07 p.m. on Tuesday, January 27, 1998.

FORT BEND PARKWAY ROAD DISTRICT

BE IT REMEMBERED, That on the 27TH DAY of JANUARY, 1998, Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend Parkway Road District met with the following present:

MICHAEL D. ROZELL	COUNTY JUDGE
R.L. "BUD" O'SHIELES	COMMISSIONER PRECINCT #1
GRADY PRESTAGE	COMMISSIONER PRECINCT #2
ANDY MEYERS	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK

When the following were heard and the following orders were passed:

Call to Order by Judge Rozell at 2:15 p.m.

- 1. Consider approval of invoice from Rust Lichliter in the amount of \$40,000.00 for Engineering Services in conjunction with Fort Bend Parkway EIS (environmental impact study).**

Pass until February 3.

Kathy Hynson, County Treasurer, stated the \$40,000 invoice is a portion of the total owed for the study.

Harry Simeonidis, representing Rust Lichliter discussed the draft EIS (1997 cost is approximately \$65,000).

Commissioner Meyers requests review by County Attorney to determine if portion of Parkway Fund may be reallocated.

- 2. Adjournment.**

The Fort Bend Parkway Road District adjourned at 2:25 p.m. on Tuesday, January 27, 1998.

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1998

#5

98-01-20 P03:01 IN

On this the 27th day of January, 1998, the Commissioners' Court, with the following members being present:

- Mike D. Rozell - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Andy Meyers - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on October 14, 1997, the Court heard and approved the budget for the year 1998 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Building Maintenance Department #: 694 008

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Utilities	2000	\$15,620.00
TOTAL TRANSFERRED TO: \$		\$15,620.00

TRANSFER FROM:

Rentals	3020	\$ 289.00
Fees/Service	4010	14,305.00
Shop Supplies	9001	1,026.00
TOTAL TRANSFERRED FROM: \$		\$15,620.00

EXPLANATION: Not enough funds in line item to finish balance of
1997 bills.

Department Head: *Benge Beam* Date: Jan. 20, 1998

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: *Mike D. Rozell*
Mike D. Rozell, County Judge

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1998

On this the 27th day of January, 1998, the Commissioners' Court, with the following members being present:

- Mike D. Rozell - County Judge
- R.L. O'Shleles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Andy Meyers - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 14, 1997, the Court heard and approved the budget for the year 1998 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Building Maintenance Department #: 694

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Utilities</u>	<u>2000</u>	<u>\$2,896.00</u>
TOTAL TRANSFERRED TO: \$		<u>\$2,896.00</u>

TRANSFER FROM:

<u>Travel</u>	<u>0701</u>	<u>\$ 500.00</u>
<u>Property</u>	<u>1010</u>	<u>61.00</u>
<u>Office Supplies</u>	<u>1062</u>	<u>35.00</u>
<u>Janitorial</u>	<u>2060</u>	<u>2,300.00</u>
TOTAL TRANSFERRED FROM: \$		<u>\$2,896.00</u>

EXPLANATION: Not enough funds in line item to finish balance of
1997 bills.

Department Head: Denzel Beum Date: Jan 20, 1998

THE COUNTY OF FORT BEND
BY: Mike D. Rozell
Mike D. Rozell, County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1998

On this the 27th day of January, 1998, the Commissioners' Court, with the following members being present:

- Mike D. Rozell - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Andy Meyers - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 14, 1997, the Court heard and approved the budget for the year 1998 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Building Maintenance Department #: 694

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Utilities	2000	\$11,615.00
TOTAL TRANSFERRED TO: \$		\$11,615.00

TRANSFER FROM:

Salaries	0200	\$ 486.00
Temporary	0201	10,181.00
Longevity	0250	57.00
Social Security	0300	891.00
TOTAL TRANSFERRED FROM: \$		\$11,615.00

EXPLANATION: Not enough funds in line item to finish balance of
1997 bills.

Department Head: George Beum Date: Jan 20, 1998

THE COUNTY OF FORT BEND
BY: Mike D. Rozell
Mike D. Rozell, County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1998

On this the 27th day of January, 1998, the Commissioners' Court, with the following members being present:

- Mike D. Rozell - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Andy Meyers - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 14, 1997, the Court heard and approved the budget for the year 1998 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: JUSTICE OF THE PEACE #3 Department #: 021

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>CONF/TRAVEL</u>	<u>0701</u>	<u>16.00</u>
<u>RENTALS</u>	<u>3020</u>	<u>31.00</u>
TOTAL TRANSFERRED TO: \$		<u>47.00</u>

TRANSFER FROM:

<u>UTILITIES</u>	<u>2000</u>	<u>47.00</u>
TOTAL TRANSFERRED FROM: \$		<u>47.00</u>

EXPLANATION: NEED TO MODIFY PO FOR GTE MOBILNET & PAY LOCAL TRAVEL
EXPENSE CLAIM FOR 1997 BUDGET YEAR

Department Head: Betty Kalinowski Date: 1/21/98

THE COUNTY OF FORT BEND
BY: Mike D. Rozell
Mike D. Rozell, County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1998

On this the 27th day of January, 1998, the Commissioners' Court, with the following members being present:

- Mike D. Rozell - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Andy Meyers - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 14, 1997, the Court heard and approved the budget for the year 1998 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Justice of the Peace #3 Department #: 021

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
RENTALS	3020	350.00
TOTAL TRANSFERRED TO: \$		350.00

TRANSFER FROM:

OFFICE SUPPLIES	1062	350.00
TOTAL TRANSFERRED FROM: \$		350.00

EXPLANATION: ADDITIONAL FUNDS NEEDED IN RENTAL LINE ITEM TO MODIFY
CELLULAR PHONE AIRTIME — GTE MOBILNET FOR 1998 BUDGET

Department Head: *Detty Kalouska* Date: 1/21/98

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: *Mike D. Rozell*
Mike D. Rozell, County Judge

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS
OF FORT BEND COUNTY FOR THE YEAR 1997

On this the 27 day of January, 1998, the Commissioner's Court, with the following members being present:

Mike D. Rozell	County Judge
R. L. O'Shieles	Commissioner Precinct #1
Grady Prestage	Commissioner Precinct #2
W. A. "Andy" Meyers	Commissioner Precinct #3
Bob Lutts	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on October 22, 1996, the Court heard and approved the budget for the year 1997 for Fort Bend County; and

WHEREAS, on proper application, the Commissioner's Court has transferred an existing budget surplus - to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: FORT BEND COUNTY CONSTABLE PRECINCT #4
Department # : 026

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Utilities</u>	<u>2000</u>	<u>\$30.00</u>
TOTAL TRANSFERRED TO:		<u>\$30.00</u>

TRANSFER FROM:

<u>Fees/Services</u>	<u>4010</u>	<u>\$30.00</u>
TOTAL TRANSFERRED FROM:		<u>\$30.00</u>

EXPLANATION:

Telephone bill for December is short \$30.00

DEPARTMENT HEAD: *S. Auler* DATE: 1/15/98

THE COUNTY OF FORT BEND

BY: *Mike D. Rozell*
Mike D. Rozell, County Judge

**IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1997**

On this the 27th day of January, ¹⁹⁹⁸~~1997~~ the Commissioners' Court, with the following members being present:

- Mike D. Rozell - County Judge
- R.L. O'Shiele - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Andy Meyers - Commissioner Precinct #3
- Bob Lotts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 22, 1996, the Court heard and approved the budget for the year 1997 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Vehicle Maintenance Department #: 028

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Utilities</u>	<u>010-028-0280-2000</u>	<u>1,495.00</u>
<u>Repairs & Maintenance</u>	<u>010-028-0280-7019</u>	<u>4,000.00</u>
<u>Tires & Tubes</u>	<u>010-028-0280-7006</u>	<u>2,690.00</u>
<u>Office Supplies</u>	<u>010-028-0280-1062</u>	<u>90.00</u>
TOTAL TRANSFERRED TO: \$		<u>8,275.00</u>

TRANSFER FROM:

<u>Gasoline</u>	<u>010-028-0280-7005</u>	<u>8,275.00</u>
TOTAL TRANSFERRED FROM: \$		<u>8,275.00</u>

EXPLANATION:

To cover utilities of 1997
To cover vehicle repairs through 1997

Department Head: [Signature]

Date: 1/23/98

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: [Signature]
Mike D. Rozell, County Judge

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1997

98-01-29 103:01 IN

On this the 27th day of January, ~~1997~~¹⁹⁹⁸, the Commissioners' Court, with the following members being present:

- Mike D. Rozell - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Andy Meyers - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 22, 1996, the Court heard and approved the budget for the year 1997 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred and existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: LIBRARY Department #: 030

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>TRAVEL REIMB.</u>	<u>010-030-0300-0701</u>	<u>\$ 69.36</u>
<u>OFFICE SUPPLIES</u>	<u>010-030-0300-1062</u>	<u>10.00</u>
<u>FEES & SERVICES</u>	<u>010-030-0300-4010</u>	<u>473.00</u>
	TOTAL TRANSFERRED TO: \$	\$ 552.36

TRANSFER FROM:

<u>REPAIRS TO BUILDINGS</u>	<u>010-030-0300-7012</u>	<u>\$ 552.36</u>
	TOTAL TRANSFERRED FROM: \$	552.36

EXPLANATION: Transfers needed to finish fiscal year 1997.

Department Head: R.S. B...

Date: 1/20/98

THE COUNTY OF FORT BEND
BY: Mike D. Rozell
Mike D. Rozell, County Judge

ROUND DOLLARS ONLY

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1998

On this the 27 day of January, 1998, the Commissioners' Court, with the following members being present:

- Mike D. Rozell - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Andy Meyers - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on October 14, 1997, the Court heard and approved the budget for the year 1998 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Non-departmental Department #: 045

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>Dues</u>	<u>010 045 0450 5030</u>	<u>\$1,000.00</u>
TOTAL TRANSFERRED TO: \$		<u>\$1,000.00</u>

TRANSFER FROM:

<u>Contingency</u>	<u>010 045 0450 4040</u>	<u>\$1,000.00</u>
TOTAL TRANSFERRED FROM: \$		<u>\$1,000.00</u>

EXPLANATION: Necessary to pay 98 dues.

Department Head: Mike D. Rozell Date: 1-16-98

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: Mike D. Rozell
Mike D. Rozell, County Judge

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1998

On this the 27 day of January, 1998, the Commissioners' Court, with the following members being present:

- Mike D. Rozell - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Andy Meyers - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 14, 1997, the Court heard and approved the budget for the year 1998 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Justice Of The Peace, Pct 2 Department #: 0520

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
<u>010 0520 1200 3020</u>	<u>Rentals</u>	<u>\$405.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED TO: \$		<u>\$405.00</u>

TRANSFER FROM:

<u>010 0520 1200 1010</u>	<u>Prop & Equip</u>	<u>\$405.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL TRANSFERRED FROM: \$		<u>\$405.00</u>

EXPLANATION: needed to come out of Rentals instead of Prop & Equip.

Department Head: *M. Rozell* Date: January 15, 1998

THE COUNTY OF FORT BEND

ROUND DOLLARS ONLY

BY: *Mike D. Rozell*
Mike D. Rozell, County Judge

**IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 1998**

On this the 27th day of January, 1998, the Commissioners' Court, with the following members being present:

- Mike D. Rozell - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Grady Prestage - Commissioner Precinct #2
- Andy Meyers - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit,

THAT WHEREAS, theretofore, on October 14, 1997, the Court heard and approved the budget for the year 1998 for Fort Bend County; and

WHEREAS, on proper application, the Commissioners' Court has transferred an existing budget surplus to a budget of a similar kind and fund. The transfer does not increase the total of the budget.

The following transfers to said budget are hereby authorized:

Department Name: Mail Center Department #: 077

TRANSFER TO:

LINE-ITEM NAME	NUMBER	AMOUNT
Property/Equipment	1010	\$ 650.00
TOTAL TRANSFERRED TO: \$		650.00

TRANSFER FROM:

Travel/Conf.	0701	\$ 650.00
TOTAL TRANSFERRED FROM: \$		650.00

EXPLANATION: New task of folding and tabbing all jury summons
for District Clerk--this W760 Stacker will assist staff when
using the W350 Tabber. (other departments utilize this service
however the District Clerk is the largest job)

Department Head: Edna Chavez Date: January 22, 1998
 Edna Chavez

THE COUNTY OF FORT BEND ROUND DOLLARS ONLY
 BY: Mike D. Rozell
 Mike D. Rozell, County Judge

#8



COUNTY ATTORNEY
FORT BEND COUNTY, TEXAS

BEN W. "Bud" CHILDERS
County Attorney

(281) 341-4555
Fax: (281) 341-4557

TO: Jean Outlaw
cc: Commissioners
Daniel Kosler, EMS

FROM: Laura Johnson

DATE: 1/21/98

SUBJECT: Agenda item

Please place the following on agenda for January 27, 1998:

Agreement between Fort Bend County and Dr. Robert Soule,
Medical Director for Emergency Medical Services.

Thanks s

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT
WITH MEDICAL DIRECTOR FOR EMERGENCY MEDICAL SERVICES**

On this the 27th day of January, 1998, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner O'Shield, seconded by Commissioner Lutz, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Michael D. Rozell execute the Agreement with Robert M. Soule, M. D. as Medical Director for EMS. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS §

COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND
MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES**

This Agreement is entered into on this the _____ day of _____, 1998, by and between **Fort Bend County** (hereinafter referred to as "County") and **Robert M. Soule, M.D.** (hereinafter referred to as "Medical Director").

I.

Robert M. Soule, M.D., hereby contracts with the County to serve as Medical Director of Fort Bend County Emergency Medical Services for the term stated below. His duties as Medical Director shall include, but not be limited to, prescribing medications and supplies to the Emergency Medical Services, authorizing and approving protocols and standing orders for the Emergency Medical Service personnel and providing continuing education to the Emergency Medical Service.

II.

Throughout the term of this Agreement, Medical Director, must maintain an unrestricted license to practice medicine in the State of Texas, duly registered in Fort Bend County. He must also maintain state and federal licenses to prescribe all classes of controlled drugs except Schedule I drugs.

III.

Medical Director, shall devote such of his time as is reasonably needed to fulfill the responsibilities and duties of the Medical Director for the Emergency Medical Services of the County under the terms of this agreement. Such time shall be not more than twenty (20) hours per month, unless otherwise authorized by the Commissioners' Court of Fort Bend County. It is

understood that Medical Director, will continue to engage in private medical practice when not performing duties under this Agreement.

IV.

The terms of this agreement shall commence on **January 1, 1998**, and end on **December 31, 1998**, or upon thirty (30) days written notice from either party.

V.

Throughout the term of this agreement, a policy of liability insurance shall remain in force at all times. The Medical Director shall be included and covered under the existing Emergency Medical Service liability insurance policy and any future such policies. The policy shall have as a minimum limit the amount One Million and No/100 Dollars (\$1,000,000.00) per occurrence and One Million and No/100 Dollars (\$1,000,000.00) annual aggregate.

VI.

In consideration for rendering the services of Medical Director under the terms of this agreement, the County shall compensate at the rate of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** per month, payable on the first County monthly pay period of each month. Upon prior approval of Commissioners' Court, the Medical Director shall be paid the sum of **FIFTY AND NO/100 DOLLARS (\$50.00)** per hour for each additional hour over the above stated twenty (20) hours per month.

VII.

It is agreed by the parties that all times and for all purposes hereunder, Medical Director is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed as to find Medical Director and employee of the County, and

Medical Director shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

VIII.

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting Medical Director (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. Medical Director. is to be and shall remain an independent contractor with respect to all services performed under this agreement.

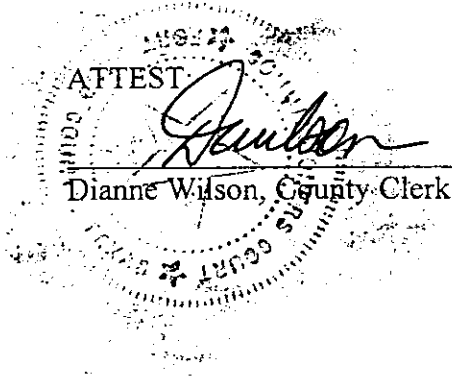
IX.

This agreement shall be governed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

FORT BEND COUNTY

By: Mike D. Rozell
Michael D. Rozell., County Judge

Date: 1-28-98



MEDICAL DIRECTOR

By: Robert M. Soule MD
Robert M. Soule, M. D.

Date: _____

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless
Robert Grayless, Auditor



#9

COUNTY ATTORNEY
FORT BEND COUNTY, TEXAS

BEN W. "Bud" CHILDERS
County Attorney

(281) 341-4555
Fax: (281) 341-4557

TO: Dana Benoit
cc: Commissioners

FROM: Laura Johnson

DATE: 1/12/98

SUBJECT: Agenda item

Please place the following on the agenda for January 27, 1998:

Agreement between Fort Bend County and Riceland Regional
Mental Health Authority for matching funds to treat chemically
dependent adolescents and adults

Thanks

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE THE
AGREEMENT BETWEEN FORT BEND COUNTY AND RICELAND
REGIONAL MENTAL HEALTH AUTHORITY**

On this the 27th day of January, 1998, the Commissioners' Court of Fort Bend County, Texas, upon motion of Commissioner Meyer, seconded by Commissioner O'Shicken, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to approve the Agreement between Fort Bend County and Riceland Regional Mental Health Authority for treatment of chemically dependent adolescents and adults. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**CONTRACT FOR TREATMENT OF
CHEMICALLY DEPENDENT ADOLESCENTS AND ADULTS**

THIS CONTRACT, entered into by and between Fort Bend County, Texas, a body corporate and politic, acting herein by and through its Commissioners' Court ("County") and Riceland Regional Mental Health Authority ("Riceland").

WITNESSETH

THAT WHEREAS, by Resolution dated February 4, 1991, the County agreed to participate in Riceland's efforts to provide substance abuse treatment services to its priority population who are dually diagnosed, and

WHEREAS, the County has agreed to attempt to provide Riceland with **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS** (\$75,000.00) in funds to match funds provided to Riceland for this program from the Texas Department of Mental Health and Mental Retardation, and

WHEREAS, Riceland has established a treatment staff in Rosenberg and Wharton, Texas for treating chemically dependent adolescents and adults who are in Riceland's priority population (Program).

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code; and,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

**I.
FORT BEND COUNTY COMMITMENT PATIENTS**

1.01 The Program is a dual diagnosed outpatient service for which Riceland will maintain staffing. The Program will serve a four county area, one of which shall be Fort Bend County, Texas.

1.02 The Program will treat adolescents and adults who are dual diagnosed, that is persons suffering from a mental illness that falls within the guidelines of the priority population as defined by Riceland's contract with the Texas Department of Mental Health and Mental Retardation and who are simultaneously suffering from a substance abuse disorder.

II.
PAYMENT BY COUNTY

2.01 In exchange for the services which Riceland will provide, the County will pay to Riceland the sum of \$75,000.00, said sum to be paid in equal quarterly installments of **EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS** (\$18,750.00) upon receipt of Riceland's invoice.

2.02 The County shall make its best effort to pay Riceland's invoices in a timely fashion but shall incur no liability for its failure to do so.

III.
TERM

3.01 This Contract shall be for a term of one year beginning **January 1, 1998** and ending on **December 31, 1998**.

3.02 This Contract may be canceled by either party by giving thirty (30) days prior, written notice. The County shall, however, receive services for the duration of any quarterly period for which it has paid Riceland.

IV.
MISCELLANEOUS

4.01 This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

4.02 In the event one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.03 Riceland shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

4.04 The waiver by either party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

4.05 Any amendment of this Contract shall be of no effect unless in writing and signed by both parties hereto.

V. INDEMNIFICATION

5.01 Riceland agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees, and agents, from and against any and all claims, losses, damage, causes of action, suits and liability of any kind, including all expenses of litigation, court costs, attorney's fees, arbitration, mediation, or administrative hearing costs and awards for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any property, including consequential damages, arising out of or resulting from the acts, errors and omissions of Riceland under this Contract.

VI. INDEPENDENT CONTRACTOR

6.01 In the performance of work or services hereunder, Riceland shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely as employees of Riceland, or where permitted of its subcontractors.

6.02 Riceland and its employees shall not, by performing work pursuant to this Contract, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below, but effective on the 1st day of January, 1998.

FORT BEND COUNTY

By: Mike D. Rozell
Michael D. Rozell, County Judge

Date: 1-28-98

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

**RICELAND REGIONAL MENTAL
HEALTH AUTHORITY**

By: Charles H. Boone
Charles H. Boone, Executive Director

Date: 1/2/98

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$75,000.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless
Robert Grayless, Auditor

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**CONTRACT FOR TREATMENT OF
CHEMICALLY DEPENDENT ADOLESCENTS AND ADULTS**

THIS CONTRACT, entered into by and between Fort Bend County, Texas, a body corporate and politic, acting herein by and through its Commissioners' Court ("County") and Riceland Regional Mental Health Authority ("Riceland").

WITNESSETH

THAT WHEREAS, by Resolution dated February 4, 1991, the County agreed to participate in Riceland's efforts to provide substance abuse treatment services to its priority population who are dually diagnosed, and

WHEREAS, the County has agreed to attempt to provide Riceland with **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS** (\$75,000.00) in funds to match funds provided to Riceland for this program from the Texas Department of Mental Health and Mental Retardation, and

WHEREAS, Riceland has established a treatment staff in Rosenberg and Wharton, Texas for treating chemically dependent adolescents and adults who are in Riceland's priority population (Program).

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

**I.
FORT BEND COUNTY COMMITMENT PATIENTS**

1.01 The Program is a dual diagnosed outpatient service for which Riceland will maintain staffing. The Program will serve a four county area, one of which shall be Fort Bend County, Texas.

1.02 The Program will treat adolescents and adults who are dual diagnosed, that is persons suffering from a mental illness that falls within the guidelines of the priority population as defined by Riceland's contract with the Texas Department of Mental Health and Mental Retardation and who are simultaneously suffering from a substance abuse disorder.

II.
PAYMENT BY COUNTY

2.01 In exchange for the services which Riceland will provide, the County will pay to Riceland the sum of \$75,000.00, said sum to be paid in equal quarterly installments of **EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS** (\$18,750.00) upon receipt of Riceland's invoice.

2.02 The County shall make its best effort to pay Riceland's invoices in a timely fashion but shall incur no liability for its failure to do so.

III.
TERM

3.01 This Contract shall be for a term of one year beginning **January 1, 1998** and ending on **December 31, 1998**.

3.02 This Contract may be canceled by either party by giving thirty (30) days prior, written notice. The County shall, however, receive services for the duration of any quarterly period for which it has paid Riceland.

IV.
MISCELLANEOUS

4.01 This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

4.02 In the event one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.03 Riceland shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

4.04 The waiver by either party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

4.05 Any amendment of this Contract shall be of no effect unless in writing and signed by both parties hereto.

V. INDEMNIFICATION

5.01 Riceland agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees, and agents, from and against any and all claims, losses, damage, causes of action, suits and liability of any kind, including all expenses of litigation, court costs, attorney's fees, arbitration, mediation, or administrative hearing costs and awards for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any property, including consequential damages, arising out of or resulting from the acts, errors and omissions of Riceland under this Contract.

VI. INDEPENDENT CONTRACTOR

6.01 In the performance of work or services hereunder, Riceland shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely as employees of Riceland or here permitted of its subcontractors.

6.02 Riceland and its employees shall not, by performing work pursuant to this Contract, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below, but effective on the 1st day of January, 1998.

FORT BEND COUNTY

By: Mike D. Rozell
Michael D. Rozell, County Judge

Date: 1-28-98

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

RICELAND REGIONAL MENTAL HEALTH AUTHORITY

By: Charles H. Boone
Charles H. Boone, Executive Director

Date: 1/9/98

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$75,000.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Grayless
Robert Grayless, Auditor

#11



COUNTY ATTORNEY
FORT BEND COUNTY, TEXAS

BEN W. "Bud" CHILDERS
County Attorney

(281) 341-4555
Fax: (281) 341-4557

TO: Dana Benoit
cc: Commissioners
Constable Davis, Pct. 2

FROM: Laura Johnson

DATE: 1/13/98

SUBJECT: Agenda item

Please place the following Agreement on the agenda for January 27, 1998:

Contract Deputy Agreement between Fort Bend County
and Briar Villa Community Improvement Association.

Thanks

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE
AGREEMENT BETWEEN FORT BEND COUNTY AND BRIAR VILLA
COMMUNITY IMPROVEMENT ASSOCIATION**

On this the 27th day of January, 1997, the Commissioners
Court of Fort Bend County, Texas, upon motion of Commissioner Prestage,
seconded by Commissioner Meyers duly put and carried;

IT IS ORDERED that the Fort Bend County Judge is hereby authorized to execute
the Contract Deputy Agreement with Briar Villa Community Improvement Association. Said
Agreement is attached hereto for all purposes as though fully set forth herein word for
word.

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN
FORT BEND COUNTY
AND
BRIAR VILLA COMMUNITY IMPROVEMENT ASSOCIATION**

THIS AGREEMENT, made and entered into by and between FORT BEND COUNTY, a body corporate and politic acting herein by and through its Commissioners' Court ("**County**") and BRIAR VILLA COMMUNITY IMPROVEMENT ASSOCIATION, ("**Association**").

WITNESSETH:

THAT WHEREAS, the **County** and **Association** desire to protect the public interest by having the **County** provide law enforcement officers, (The law enforcement officers will be referred to collectively as "extra deputies" whether one or more.) for the **Association** as authorized by TEX LOC. GOV. CODE § 351.061 et seq., (Vernon 1995) ; and,

WHEREAS, the **Association** agrees to pay the costs to the **County** for supplying said extra deputies; including salaries and any additional expenses the **County** may incur in providing said services; and,

WHEREAS, the Fort Bend County Constable, Precinct #2, has law enforcement authority in the Briar Villa geographical area, and the **County** and the **Constable** agree to provide said services; and,

WHEREAS, the time provided by the extra deputies is divided between the **Association** and **County** in this contract as follows:

95% to the **Association**
5% to the **County**; and,

WHEREAS, Chapter 351.062 of the Texas Local Government Code states the costs for these services are to be prorated between the parties as contracted; and,

WHEREAS, the Association lies in the corporate limits of the City of Houston; and,

WHEREAS, this Agreement is subject to the approval of the Houston City Council, the governing body of the municipality.

NOW THEREFORE, in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

SECTION I DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

1.01 Area: Refers to the area commonly known as Briar Villa, more particularly described in the following plats, of record in the Plat Records of Fort Bend County, Texas, Briar Villa and any other Briar Villa communities within the subdivision that are platted or come on line during the term of this contract.

1.02 Working Time: means the usual or normal hours that the deputy is required to work in any calendar month and does not include any extra or overtime work as provided in the Fort Bend County Personnel Manual. Working time includes but is not limited to, the time the extra deputies are in court in connection with cases arising out of events occurring within the area, the time the extra deputies spend preparing reports and documents pertaining to events occurring in the area, the time the extra deputies spend to make preparations to provide law enforcement in the area, the time the extra deputies spend transporting persons arrested in the area to jail, the time the extra deputies spend

investigating crimes or possible crimes committed in the area, and ninety-five percent (95%) of the time the extra deputies are on sick leave shall be deemed working time devoted to the area.

SECTION II PURPOSE

2.01 The purpose of this Agreement is to provide law enforcement protection by Fort Bend County to the area.

SECTION III TERM

3.01 The initial term of this Agreement shall commence on January 1, 1998, and end on December 31, 1998, unless sooner terminated per 3.02 below.

3.02 This Agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

3.03 If the term of this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month shall be prorated.

SECTION IV SERVICES PROVIDED BY THE COUNTY

- 4.01 The County by and through the Constable agrees to provide the following:
- a. One deputy to each work 32 hours per week, hereinafter referred to as the extra deputies, whether one or more, to devote ninety-five percent (95%) of his or her working time to that certain area in Fort Bend County, Texas, known as Briar Villa.
 - b. The deputy shall perform duties under this Agreement in the same manner as if the deputy were performing the duties in the absence of an Agreement.

- c. The deputy shall submit written copies of any felony offense report and subsequent copies of investigative reports to the Sheriff and the Houston Police Department which serves the area under this Agreement.
- d. The deputy performing the duties shall promptly notify the Houston Police Department of the receipt and response to a complaint constituting a felony offense and on request shall secure and preserve the scene of the offense for a reasonable time until the arrival of a representative of the Houston Police Department.
- e. Shall notify **Association** at least ten (10) days prior to taking vacation time by the deputy and notify the **Association** as soon as possible when the deputy is on sick leave.

SECTION V AUTHORITY

5.01 The **Constable**, hereby expressly retains full and complete authority to supervise the extra deputies and in an emergency, may assign the extra deputies to duties other than those to be performed pursuant to this Agreement.

SECTION VI COUNTY EMPLOYEES

6.01 Any extra deputies performing duties under this Agreement shall at all times remain a county employee, subject to the same rights and responsibilities as any other deputy.

6.02 The **County** agrees that the extra deputies shall perform the services described herein in a good, workmanlike manner and in accordance with his or her law enforcement knowledge and security procedures; provided, however, that, while Fort Bend County shall be responsible for the acts and omissions of its employee, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws

of the State of Texas and, particularly, TEX.CIV. PRAC.& REM. §101.001, et. seq. (Vernon 1995 Supp), the Texas Tort Claims Act.

6.03 The **County** retains sole and independent authority regarding the hiring, discipline, and termination of the extra deputies.

6.04 The **County** retains sole and exclusive ownership of all uniforms, vehicles, equipment, and any other personal property purchased for use or in possession of the extra deputies in performance of this contract.

SECTION VII INCREASES

7.01 The **Association** agrees to pay any increases in the extra deputies' allowances and/or benefits that may occur during the term of this Agreement, including but not limited to:

1. Social Security
2. Retirement
3. Workers Compensation/unemployment
4. Health and Life Insurance
5. Death and Dismemberment Insurance
6. Deputy car allowance
7. Salary

7.02 Upon thirty (30) days notice by the **County** to the **Association** of such increases, the **Association** shall pay in accordance with §8.01 and §8.03, below.

**SECTION VIII
PAYMENT BY ASSOCIATION**

8.01 All payments to Fort Bend County shall be remitted to the office of the County Treasurer, 301 Jackson Street, 5th Floor, Richmond, Texas 77469, Attention: Kathy Hynson.

8.02 The **Association** agrees to pay Fort Bend County the sum of **TWENTY-ONE THOUSAND EIGHT HUNDRED NINETY-THREE AND 51/100 DOLLARS (\$21,893.51)** to be used by Fort Bend County for the purpose of paying 95% of the salary and expenses of said deputy for a period of one year beginning December 1, 1997.

8.03 The sum provided for in 8.02, above, shall be due and payable in twelve (12) equal monthly installments of **(\$1,824.45)**. Each monthly installment shall be due and payable on or before the same day of each succeeding calendar month.

The **Association** shall pay 95% for all expenses, including but not limited to, extra deputies uniforms, portable cellular phones, and vehicle maintenance and appearance.

The **Association** shall pay a 3% administrative fee, which is included in the monthly payment listed in 8.03 (\$22,374.56 times 3% equals \$671.24).

8.04 If the last installment is for a fraction of a contract month (or pursuant to Section 3.03), the amount of such last installment shall be such fraction or prorated part of the regular monthly installment.

**SECTION IX
REFUND**

9.01 It is expressly understood and agreed that this Agreement is not intended (nor shall it be construed) to unconditionally obligate the **Constable** in any manner

whatsoever, and that the **County** shall have no liability whatsoever to the Association other than to refund the money paid by the **Association** to **County** pursuant to this Agreement if the **Constable** does not assign a deputy to devote substantially 95% of his/her working time to said area. If the deputy is removed from such assignment or if for some other reason the deputy does not devote substantially 95% of his/her working time to said area for the said period of one year, then and in that event, the **Association** shall be obligated to pay the **County** only a proportionate part of the annual sum, and if the amount paid by the **Association** to the **County** exceeds said proportionate part, the **Association** shall be entitled to a refund from the **County** of the excess amount paid. Any and all questions as to whether or not the deputy devoted substantially 95% of his/her working time to an area would be determined by the **Constable**. Any refund that would be due is determined by the Fort Bend County Auditor and his determination shall be final and conclusive.

SECTION X ASSIGNMENTS

10.01 This Agreement is not assignable.

SECTION XI HOLD HARMLESS

11.01 The **Association** agrees for themselves, their heirs, assigns, and legal representatives to release and hold harmless the Commissioners' Court of Fort Bend County, Texas and any and all of its officials, staff, employees and servants wheresoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained while performing under the terms of this Agreement.

**SECTION XII
SEVERABILITY**

12.01 The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this agreement and the application of such work, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby, unless in the opinion of the **County**, the purposes of this Agreement have been rendered useless.

**SECTION XIII
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING**

13.01 It is understood and agreed that the entire agreement of the parties is contained herein in Exhibit "A" and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**SECTION XIV
APPROVAL OF CITY**

14.01 It is understood and agreed that, pursuant to §351.067, Local Government Code, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city within which corporate limits the area lies. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City offices. It is further understood and agreed that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

SECTION XV
NOTICE

15.01 Notices, correspondence, and all other communications shall be postage prepaid certified or registered mail addressed to the Fort Bend County Commissioners' Court and submitted to the following representative:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: Michael D. Rozell

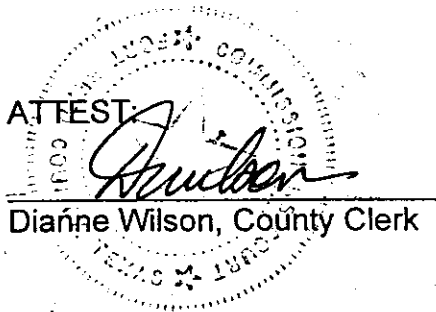
Notice to Association shall be delivered to:

Briar Villa Community Improvement Association
Richard Morris, President
C/O Parker Management Company, Inc.
Two Greenway Plaza, Suite 600
Houston, Texas 77046
(713) 622-0133

SIGNED this 27 day of January, 1997.

FORT BEND COUNTY

By: Mike D. Rozell
Michael D. Rozell, County Judge



BRIAR VILLA COMMUNITY IMPROVEMENT
ASSOCIATION

By: Richard A. Morris
Title: President
Date: 1/21/97

EXHIBIT "A"

COST OF SERVICE

Subdivision: Briar Villa

Start Date: January 1, 1998

1 Deputy - 32 hours per week @ \$11.39 per hour:

Bi-weekly	Salary	\$ 728.96
	FICA	55.77
	Retirement	51.03
	Workers' Compensation	23.70
	Unemployment	1.10
Bi-weekly total		\$ 860.56
Total Salary (26 pay periods)		\$22,374.56
Plus 3% Administrative Fee		<u>671.24</u>
Total		\$23,045.80
Community Association Cost (95%)		\$21,893.51
Fort Bend County Cost (5%)		\$ 1,152.29

Briar Villa (12 monthly installments of \$1,824.45)

EARLY VOTING BY PERSONAL APPEARANCE FOR THE
MARCH 10, 1998 PRIMARY ELECTION
(La Votacion Adelantada en Persona para marzo 10, 1998 la eleccion de primaria)

Early voting by personal appearance will be conducted at the:
(La votacion adelantada en persona se llevara a cabo a el:

Main Early Voting Site (Locacion Primaria):

William B. Travis Building
301 Jackson Street, Room 609
Richmond, Texas 77469

June Santerre, Presiding Early Voting Judge

Branch Early Voting Sites (Locacion Auxiliar):

Missouri City City Hall
1522 Texas Parkway
Missouri City, Texas 77459

First Colony Conference Center
3232 Austin Parkway
Sugar Land, Texas 77478

Garcia Middle School
18550 Old Richmond Road
Sugar Land, Texas 77478

Meadows Place City Hall
One Troyan Drive
Meadows Place, Texas 77477

Chasewood Clubhouse
7622 Chasewood Drive
Missouri City, Texas 77489

Fulshear City Hall
30603 FM 1093
Fulshear, Texas 77441

Arcola City Hall
13222 Highway 6
Arcola, Texas 77583

Needville Service Center
9110 Long Street
Needville, Texas 77461

The dates and times of early voting for all of the above early voting sites are:
(Dias y horas de Votacion Adelantada son):

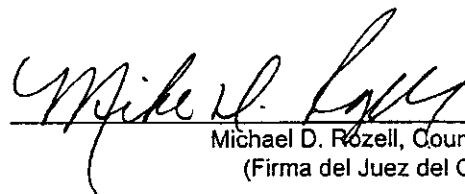
Monday (Lunes)	February 23, 1998 (febrero 23, 1998)	10 7 8:00 A.M. - 5:00 P.M.
Tuesday (Martes)	February 24, 1998 (febrero 24, 1998)	10 7 8:00 A.M. - 5:00 P.M.
Wednesday (Miercoles)	February 25, 1998 (febrero 25, 1998)	10 7 8:00 A.M. - 5:00 P.M.
Thursday (Jueves)	February 26, 1998 (febrero 26, 1998)	10 7 8:00 A.M. - 5:00 P.M.
Friday (Viernes)	February 27, 1998 (febrero 27, 1998)	10 7 8:00 A.M. - 5:00 P.M.
Saturday (Sabado)	February 28, 1998 (febrero 28, 1998)	7:00 A.M. - 7:00 P.M.
Sunday (Domingo)	March 1, 1998 (marzo 1, 1998)	12:00 P.M. - 5:00 P.M.
Monday (Lunes)	March 2, 1998 (marzo 2, 1998)	7:00 A.M. - 7:00 P.M.
Tuesday (Martes)	March 3, 1998 (marzo 3, 1998)	7:00 A.M. - 7:00 P.M.
Wednesday (Miercoles)	March 4, 1998 (marzo 4, 1998)	7:00 A.M. - 7:00 P.M.
Thursday (Jueves)	March 5, 1998 (marzo 5, 1998)	7:00 A.M. - 7:00 P.M.
Friday (Viernes)	March 6, 1998 (marzo 6, 1998)	7:00 A.M. - 7:00 P.M.

Applications for ballots by mail should be sent to:
(Las solicitudes para boleta que se votaran por correo deberan enviarse a:)

Steve Raborn, Elections Administrator
Fort Bend County
301 Jackson Street, Suite 624
Richmond, Texas 77469
(281) 341-8670

Applications for ballots by mail must be received no later than Tuesday, March 3, 1998.
(Las solicitudes para boletas que se votaran en ausencia por correo deberan recibirse para el fin de las horas de negocio el marzo 5, 1998).

Issued this 27th day of January, 1998.
(Emitada este dia 27th dia de enero 1998.)


Michael D. Rozell, County Judge
(Firma del Juez del Condado)

1-27-98 *Copy to Steve Raborn*



Office of Elections Administration
Fort Bend County, Texas

Steve Raborn
Elections Administrator

(281) 341-8670
Fax (281) 341-4418

MEMORANDUM

TO: Hon. Michael Rozell, County Judge
and Commissioners Court

FROM: Steve Raborn, Elections Administrator *SRaborn*

SUBJECT: agenda items for January 27, 1998

DATE: January 22, 1998

Please accept the following items for consideration on the Commissioners Court agenda for the January 27, 1998 meeting:

- 1) Early voting locations, dates and times for March 10, 1998 primary election. Attached is the proposed notice of early voting by personal appearance for the upcoming primary election. I am recommending the same nine early voting locations used in the 1996 primary with the exception of the site formerly located at Stephen F. Austin High School relocated to Garcia Middle School. This change is due to lack of a suitable location within Austin High School to conduct early voting for a primary election. Garcia Middle School is located about ¼ mile from Austin High School and will be a better facility in which to conduct early voting.

The dates and times listed are required by statute for the main early voting site in the Travis Building. Dates and times for early voting at the branch locations are set by Commissioners Court. It is my recommendation the same schedule of dates and times be utilized for the branch early voting locations. I believe that these hours are very accommodating for all Fort Bend County voters who wish to vote early.

- 2) Transfer of funds (1997 budget – elections line item). Several invoices in connection with 1997 elections have arrived for payment. The Auditor's office has advised that these invoices should be charged to the 1997 budget. I am asking for a line item transfer to cover these invoices. Details are included on the enclosed transfer form.
- 3) Authorization to purchase laptop computers. The Purchasing Department will be including a request on the January 27th agenda to purchase laptop computers on behalf of the Elections Department. These laptop computers are to be used in conducting early voting. Pre-printed signature rosters are no longer used for early voting. Laptop computers have been used since early 1997 to connect with the county mainframe computer to conduct early voting. This has worked extremely well, and we are requesting

permission to purchase additional laptops so that there will be a sufficient number of laptop computers to serve each proposed early voting location.

Funding for these laptops will be from the Contract Elections Fund (Fund #150). Although Commissioners Court approval is not required for expenditures from this fund, I am asking your approval based on the Commissioners Court policy requiring Court approval on all county purchases of laptop computers.

Thank you in advance for your assistance with these requests. Please do not hesitate to call me at 341-8670 should you have any questions or need any additional information regarding these requests.

xx: County Clerk
Budget Officer
County Auditor
County Attorney

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE THE
TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY
AND BIOTICS BUILDING PARTNERSHIP**

On this the 27th day of January, 1998, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner O'Shields, seconded by Commissioner Prestage duly put and carried;

IT IS ORDERED that the Fort Bend County Judge is hereby authorized to execute the Tax Abatement Agreement with Biotics Building Partnership. Said Agreement is attached hereto for all purposes as though fully set forth herein word for word.

STATE OF TEXAS §

COUNTY OF FORT BEND §

**TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY
AND BIOTICS BUILDING PARTNERSHIP**

This Tax Abatement Agreement, hereinafter referred to as "Agreement", is executed by and between Fort Bend County, hereinafter referred to as "County", acting by and through its' Commissioners Court and Biotics Building Partnership, hereinafter referred to as "Company", the owner of taxable property within the area and territory of Reinvestment Zone No. 3, Fort Bend County, Texas.

1. **Authorization:**

a. This Agreement is authorized by Chapter 312 of the Texas Tax Code, and;

b. The Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas which was approved by the County's Commissioners Court on November 4, 1997.

2. **Definition:**

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

a. The "Certified Appraised Value" means the value certified as of January 1 immediately prior to the execution of this Agreement of the property within City of Rosenberg, Fort Bend County Reinvestment Zone No. 3 by the Fort Bend County Central Appraisal District.

b. The "Improvements" means the buildings or portions thereof or other improvements, including fixed machinery, equipment and process units, used for commercial or industrial purposes that are erected by Company on the property on or after January 1 immediately preceding the execution of this Agreement.

c. "Construction Phase" means a material and substantial improvement of the property which represents a separate and distinct construction operation undertaken for the purpose of erecting the improvements. The period of Construction Phase ends when the Company is able to operate in accordance with its operating plans.

- d. "Abatement" means the full or partial exemption from ad valorem taxes of certain real property, in Fort Bend County Reinvestment Zone No. 3 designated for economic development purposes.
- e. "Eligible Property" means the buildings, structures, and site improvements necessary to the operation and administration of the facility.
- f. "New Eligible Property" means Eligible Property, the construction of which commences subsequent to the date of execution of this Agreement. A list of the New Eligible Property is set forth in Company's Application for Tax Abatement in Fort Bend County, Texas, which is incorporated herein by reference and made a part hereof. During the Construction Phase of the New Eligible Property, the Company may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use.
- g. "Ineligible Property" means land, inventories, supplies, tools, furnishings, and other forms of movable personal property which are not integral to the operation of the facility and property that has an economic life of more than fifteen (15) years.

SUBJECT PROPERTY

The City of Rosenberg Reinvestment Zone No. 3 is an area within the City of Rosenberg, Fort Bend County, Texas, being legally described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The Fort Bend County Appraisal District has established the base year values for the subject property as of January 1, 1998, as shall be reflected on the Fort Bend County Appraisal District rendition statement to be released on or about May 1, 1998.

VALUE AND TERM OF AGREEMENT

This Agreement shall be effective with the January 1st valuation date immediately following the date of execution of this Agreement. In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the increase in market value of the premises resulting from construction of the improvements over the

market value in the year in which this Agreement is executed. The value of New Eligible Properties shall be abated in accordance with the following scale;

<u>Yearly Abated</u>	<u>Percentage of Value Abated: Personal Property</u>	<u>Percentage of Value Abated: Real Property</u>	<u>Maximum Value Subjected to Abatement</u>
1999	-0-	74%	\$3,300,000
2000	-0-	74%	\$3,300,000
2001	-0-	74%	\$3,300,000
2002	-0-	74%	\$3,300,000
2003	-0-	74%	\$3,300,000
2004	-0-	74%	\$3,300,000
2005	-0-	74%	\$3,300,000
2006	-0-	74%	\$3,300,000
2007	-0-	74%	\$3,300,000
2008	-0-	74%	\$3,300,000

During the period that this tax abatement is effective, taxes shall be payable as follows:

1. The value of Ineligible Property shall be fully taxable;
2. The Certified Appraised Value of the existing Eligible Property as determined each year shall be fully taxable; and
3. The full value of New Eligible Property shall be abated as set forth above under the section entitled "VALUE AND TERM OF AGREEMENT".

CONTEMPLATED IMPROVEMENTS

As set forth in its abatement application, Company represents that it will construct a 42,000 square foot single story tilt wall building for the manufacture and distribution of vitamin and nutritional supplements. During the construction phase, Company may make such changes to the project as are reasonably necessary.

It is contemplated that this project will add 80 jobs on or before the 31st day of October 1998. The Company further contemplates that construction of the improvements will begin on the 1st day of February 1998, and will begin no later than the 1st day of April 1998, with completion estimated on the 1st day of November 1998. All improvements shall be completed in accordance with

applicable laws, ordinances, rules or regulations. As a condition of this Agreement, the Company shall obtain a Certificate of Occupancy from the City of Rosenberg which shall be issued if it is found that the contemplated improvements have been built in accordance with the requirements of the Codes and Ordinances of the City of Rosenberg. Failure of the Company to obtain a Certificate of Occupancy by the 31st day of December 1998, shall invalidate this Agreement. The abatement as herein provided shall be applicable only to those improvements specified and permitted by the City of Rosenberg in the application for Building Permit or any amendments thereto, and for which a Certificate of Occupancy has been issued on or before the 31st day of December, 1998.

EVENT OF DEFAULT

During the abatement period covered by this Agreement, the County may declare a default hereunder by the Company if one or more of the following events occur:

- a. Construction shall not be commenced on the last day as herein provided and completion shall not occur within the last day as herein provided.
- b. There is willful failure and neglect by the Company or any of its agents or representatives to comply with the terms and provisions of this Agreement.
- c. Any other act or conduct by the Company shall occur which is deemed by County not to be in accord with the spirit and intent of this Agreement or to be in violation of any law or ordinance, including but not limited to the Code of Ordinances of the City of Rosenberg.
- d. If the Company allows its ad valorem taxes owed to County or any taxing entity to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or if the Company violates any of the terms and conditions of this Agreement and fails to cure during the cure period, this Agreement may be terminated and all taxes previously abated by this Agreement will be recaptured and paid within sixty (60) days of the date of termination. In the event of recapture, the County and any other taxing entity shall be entitled to recover interest and penalty in accordance with the requirements of law if said taxes have not been timely paid.

Should the County determine that the Company is in default of this Agreement, the County shall notify the Company in writing of such default and shall provide a period of sixty (60) days for the cure thereof ("cure period"), and if the same is not cured by the expiration of said period as shall be determined by the County, County may unilaterally terminate this Agreement.

However, in the case of default for causes beyond the Company's reasonable control which cannot with due diligence be cured within such sixty (60) day period, the cure period may be deemed extended if the Company shall immediately upon receipt of such notice advise the County of its intention to initiate all steps necessary to cure such defaults and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure such default.

SUBSEQUENT DEFAULT

In the event the facility herein is completed and begins producing product or services, but subsequently discontinues producing product or services for any reason excepting fire, explosion or other casualty, accident or natural disaster for a one-year period during the term of this abatement, this Agreement shall terminate. In the event of termination, the abatement of taxes for the calendar year during which the facility no longer produces shall terminate and all taxes previously abated shall be fully recaptured and the Company shall pay the same prior to delinquency when demand for payment is made by the several taxing entities.

ADMINISTRATION AND INSPECTION

This Agreement shall be administered on behalf of the Fort Bend County Engineer or his designee. The Company shall allow employees or other representatives of the County who have been designated by the Engineer to have access to the reinvestment zone during the term of the

Agreement. All regular inspections shall be made only after twenty-four (24) hours prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the facility. A representative of the Company may accompany the inspector.

Upon completion of the contemplated construction, the County shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Company.

The Chief Appraiser of the Fort Bend County Appraisal District shall annually determine (1) the taxable value under the terms of this abatement to the real and personal property subject to this Agreement and (2) the full taxable value without abatement of the real and personal property otherwise located at or about the Company's premises. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that is terminated in a manner that results in recapture.

The District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Company protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

THE COMPANY SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.

On or before September 1 of each year of this Agreement, the Company shall certify in writing to Fort Bend County Commissioners Court that the Company is in compliance with each term of this Agreement.

ASSIGNMENT

The Company may assign this Agreement to a new owner or lessee of the facility with written consent of the Fort Bend County Commissioners Court as shall be contained in an ordinance approving such assignment, which assignment shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the Agreement. Any assignment of this Agreement shall be to an entity that contemplates the same improvements to the property. No assignment shall be approved if the Company or the assignee is indebted to the County for ad valorem taxes or other obligations. In the event of dispute as to any of the requirement and limitations relating to assignment, the County shall be the sole and only body to finally determine compliance.

NOTICES

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Company at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Company or the County at the following addresses:

To Company:	Biotics Building Partnership 4850 Wright Road, Suite 150 Stafford, Texas 77477 (281) 240-8010
-------------	--

To County: Michael D. Rozell
County Judge
Fort Bend County
301 Jackson, Suite 621
Richmond, Texas 77469

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

EXECUTION

The Company and the County jointly execute this Agreement as duly authorized in the case of the Company by Biotics Building Partnership partners and in the case of the County by formal action of the Commissioners Court authorizing such action, and the effective date of this Agreement is the date the same is finally signed by the last party required to sign the same as herein set out.

This Agreement is intended to be executed in multiple originals with each party hereof having a duly signed copy.

SIGNED and EXECUTED on the 27th day of January, 1998 by the Fort Bend County Commissioners Court.

FORT BEND COUNTY

By: Mike D. Rozell
Michael D. Rozell, County Judge

Date: 1-28-98

SIGNED and EXECUTED on the _____ day of _____, 1998 by Biotics Building Partnership.

BIOTICS BUILDING PARTNERSHIP

By: Denis DeLuca
Denis DeLuca

Date: 1-20-98

By: Daryl DeLuca
Daryl DeLuca

Date: 1/20/98

By: Dana DeLuca
Dana DeLuca

Date: 1/20/98

By: Gina Foster
Gina Foster

Date: 1-20-98

By: William Sparks
William Sparks

Date: 1-20-98

EXHIBIT A

Being 5.9908 Acres (260,960.46 square feet) of land in the R. E. Handy Survey, A-187, Fort Bend County, Texas, being part of that certain 81.6304 Acre tract (called 81.608 Acres) conveyed to Tilley Investment-Rosenberg, in Volume 1077, page 167, of the Deed Records of Fort Bend County, Texas, being out of Lot 7 of the Meyer & Pleak Subdivision, Fort Bend County, Texas. Being more particularly described by metes and bounds as follows. All bearings are based on the east right-of-way of U.S. Hwy 59, 335 feet wide, N 62° 27' 57" E;

Commencing at a ¾ inch G.I.P. found on the South line of the 81.6304 Acres and being in the westerly right-of-way line of Spacek Road (50 feet wide);

Thence N 22° 00' 56" E, along the west right-of-way line of Spacek Road (50 feet wide) 460.00 feet to a ⅝ inch iron rod set for corner being the most northeasterly corner of a proposed (60 feet wide) ingress-egress easement;

Thence N 67° 55' 28" W, along the north line of a proposed (60 feet wide) ingress-egress easement, 350.00 feet to a ½ inch rod set for the southeasterly corner of the herein described tract and the POINT OF BEGINNING;

Thence N 67° 55' 28" W continuing along said north line of a proposed (60 feet wide) ingress-egress easement and south line of the 5.9908 Acre tract, 390.00 feet to a ⅝ inch iron rod set for a cutback corner;

Thence N 22° 55' 28" W, 14.14 feet to a ⅝ inch rod set for a cutback corner and being on the west line of the 5.9908 Acre tract and the east right-of-way line of a proposed (60 feet wide) street;

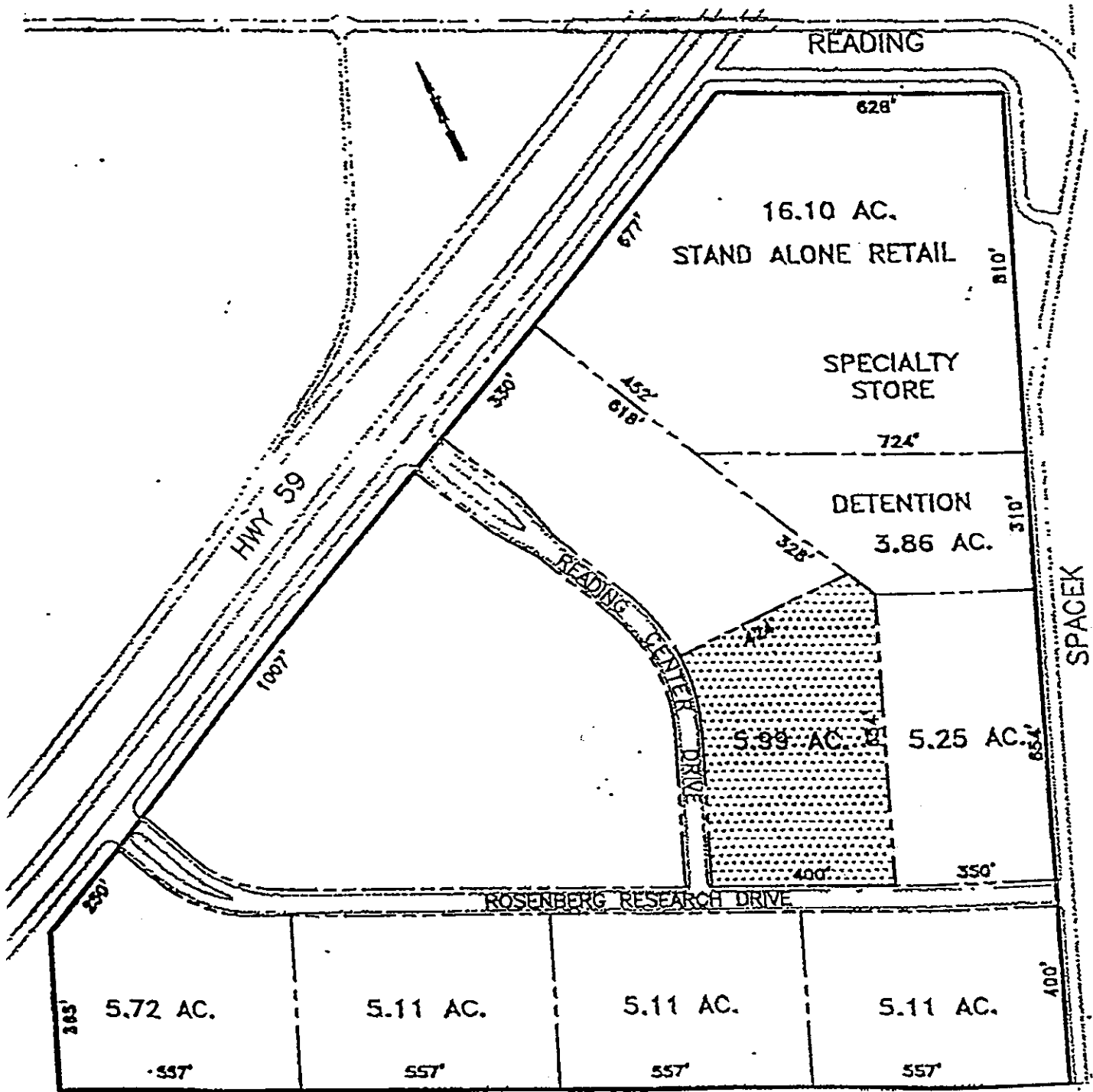
Thence N 22° 04' 32" E, continuing along said west line of the 5.9908 Acre tract and a proposed street right-of-way, 292.42 feet to a ⅝ inch iron rod set for the beginning of a curve;

Thence 228.17 feet along the arc of a curve to the left, with said westerly line of the 5.9908 Acre tract and with the easterly right-of-way line of a proposed (60 feet wide) street, having a central angle of 24° 39' 59", a radius of 530.00 feet, and a chord that bears N 09° 44' 32" E, 226.41 feet to a ½ inch iron rod set for corner;

Thence N 84° 41' 06" E, 421.75 feet to a ½ inch iron rod set for corner;

Thence S 26° 55' 34" E, 97.00 feet to a ⅝ inch rod set for corner, and being an angle point;

Thence S 22° 00' 56" W, 654.00 feet to the POINT OF BEGINNING and containing 5.9908 Acres (260,960.46 square feet) of land. --



STATE OF TEXAS §

COUNTY OF FORT BEND §

**TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY
AND BIOTICS BUILDING PARTNERSHIP**

This Tax Abatement Agreement, hereinafter referred to as "Agreement", is executed by and between Fort Bend County, hereinafter referred to as "County", acting by and through its Commissioners Court and Biotics Building Partnership, hereinafter referred to as "Company", the owner of taxable property within the area and territory of Reinvestment Zone No. 3, Fort Bend County, Texas.

1. **Authorization:**

- a. This Agreement is authorized by Chapter 312 of the Texas Tax Code, and;
- b. The Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County, Texas which was approved by the County's Commissioners Court on November 4, 1997.

2. **Definition:**

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

- a. The "Certified Appraised Value" means the value certified as of January 1 immediately prior to the execution of this Agreement of the property within City of Rosenberg, Fort Bend County Reinvestment Zone No. 3 by the Fort Bend County Central Appraisal District.
- b. The "Improvements" means the buildings or portions thereof or other improvements, including fixed machinery, equipment and process units, used for commercial or industrial purposes that are erected by Company on the property on or after January 1 immediately preceding the execution of this Agreement.
- c. "Construction Phase" means a material and substantial improvement of the property which represents a separate and distinct construction operation undertaken for the purpose of erecting the improvements. The period of Construction Phase ends when the Company is able to operate in accordance with its operating plans.

- d. "Abatement" means the full or partial exemption from ad valorem taxes of certain real property, in Fort Bend County Reinvestment Zone No. 3 designated for economic development purposes.
- e. "Eligible Property" means the buildings, structures, and site improvements necessary to the operation and administration of the facility.
- f. "New Eligible Property" means Eligible Property, the construction of which commences subsequent to the date of execution of this Agreement. A list of the New Eligible Property is set forth in Company's Application for Tax Abatement in Fort Bend County, Texas, which is incorporated herein by reference and made a part hereof. During the Construction Phase of the New Eligible Property, the Company may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use.
- g. "Ineligible Property" means land, inventories, supplies, tools, furnishings, and other forms of movable personal property which are not integral to the operation of the facility and property that has an economic life of more than fifteen (15) years.

SUBJECT PROPERTY

The City of Rosenberg Reinvestment Zone No. 3 is an area within the City of Rosenberg, Fort Bend County, Texas, being legally described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The Fort Bend County Appraisal District has established the base year values for the subject property as of January 1, 1998, as shall be reflected on the Fort Bend County Appraisal District rendition statement to be released on or about May 1, 1998.

VALUE AND TERM OF AGREEMENT

This Agreement shall be effective with the January 1st valuation date immediately following the date of execution of this Agreement. In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the increase in market value of the premises resulting from construction of the improvements over the

market value in the year in which this Agreement is executed. The value of New Eligible Properties shall be abated in accordance with the following scale;

<u>Yearly Abated</u>	<u>Percentage of Value Abated: Personal Property</u>	<u>Percentage of Value Abated: Real Property</u>	<u>Maximum Value Subjected to Abatement</u>
1999	-0-	74%	\$3,300,000
2000	-0-	74%	\$3,300,000
2001	-0-	74%	\$3,300,000
2002	-0-	74%	\$3,300,000
2003	-0-	74%	\$3,300,000
2004	-0-	74%	\$3,300,000
2005	-0-	74%	\$3,300,000
2006	-0-	74%	\$3,300,000
2007	-0-	74%	\$3,300,000
2008	-0-	74%	\$3,300,000

During the period that this tax abatement is effective, taxes shall be payable as follows:

1. The value of Ineligible Property shall be fully taxable;
2. The Certified Appraised Value of the existing Eligible Property as determined each year shall be fully taxable; and
3. The full value of New Eligible Property shall be abated as set forth above under the section entitled "VALUE AND TERM OF AGREEMENT".

CONTEMPLATED IMPROVEMENTS

As set forth in its abatement application, Company represents that it will construct a 42,000 square foot single story tilt wall building for the manufacture and distribution of vitamin and nutritional supplements. During the construction phase, Company may make such changes to the project as are reasonably necessary.

It is contemplated that this project will add 80 jobs on or before the 31st day of October 1998. The Company further contemplates that construction of the improvements will begin on the 1st day of February 1998, and will begin no later than the 1st day of April 1998, with completion estimated on the 1st day of November 1998. All improvements shall be completed in accordance with

applicable laws, ordinances, rules or regulations. As a condition of this Agreement, the Company shall obtain a Certificate of Occupancy from the City of Rosenberg which shall be issued if it is found that the contemplated improvements have been built in accordance with the requirements of the Codes and Ordinances of the City of Rosenberg. Failure of the Company to obtain a Certificate of Occupancy by the 31st day of December 1998, shall invalidate this Agreement. The abatement as herein provided shall be applicable only to those improvements specified and permitted by the City of Rosenberg in the application for Building Permit or any amendments thereto, and for which a Certificate of Occupancy has been issued on or before the 31st day of December, 1998.

EVENT OF DEFAULT

During the abatement period covered by this Agreement, the County may declare a default hereunder by the Company if one or more of the following events occur:

- a. Construction shall not be commenced on the last day as herein provided and completion shall not occur within the last day as herein provided.
- b. There is willful failure and neglect by the Company or any of its agents or representatives to comply with the terms and provisions of this Agreement.
- c. Any other act or conduct by the Company shall occur which is deemed by County not to be in accord with the spirit and intent of this Agreement or to be in violation of any law or ordinance, including but not limited to the Code of Ordinances of the City of Rosenberg.
- d. If the Company allows its ad valorem taxes owed to County or any taxing entity to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or if the Company violates any of the terms and conditions of this Agreement and fails to cure during the cure period, this Agreement may be terminated and all taxes previously abated by this Agreement will be recaptured and paid within sixty (60) days of the date of termination. In the event of recapture, the County and any other taxing entity shall be entitled to recover interest and penalty in accordance with the requirements of law if said taxes have not been timely paid.

Should the County determine that the Company is in default of this Agreement, the County shall notify the Company in writing of such default and shall provide a period of sixty (60) days for the cure thereof ("cure period"), and if the same is not cured by the expiration of said period as shall be determined by the County, County may unilaterally terminate this Agreement.

However, in the case of default for causes beyond the Company's reasonable control which cannot with due diligence be cured within such sixty (60) day period, the cure period may be deemed extended if the Company shall immediately upon receipt of such notice advise the County of its intention to initiate all steps necessary to cure such defaults and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure such default.

SUBSEQUENT DEFAULT

In the event the facility herein is completed and begins producing product or services, but subsequently discontinues producing product or services for any reason excepting fire, explosion or other casualty, accident or natural disaster for a one-year period during the term of this abatement, this Agreement shall terminate. In the event of termination, the abatement of taxes for the calendar year during which the facility no longer produces shall terminate and all taxes previously abated shall be fully recaptured and the Company shall pay the same prior to delinquency when demand for payment is made by the several taxing entities.

ADMINISTRATION AND INSPECTION

This Agreement shall be administered on behalf of the Fort Bend County Engineer or his designee. The Company shall allow employees or other representatives of the County who have been designated by the Engineer to have access to the reinvestment zone during the term of the

Agreement. All regular inspections shall be made only after twenty-four (24) hours prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction and/or operation of the facility. A representative of the Company may accompany the inspector.

Upon completion of the contemplated construction, the County shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Company.

The Chief Appraiser of the Fort Bend County Appraisal District shall annually determine (1) the taxable value under the terms of this abatement to the real and personal property subject to this Agreement and (2) the full taxable value without abatement of the real and personal property otherwise located at or about the Company's premises. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that is terminated in a manner that results in recapture.

The District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Company protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

THE COMPANY SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.

On or before September 1 of each year of this Agreement, the Company shall certify in writing to Fort Bend County Commissioners Court that the Company is in compliance with each term of this Agreement.

ASSIGNMENT

The Company may assign this Agreement to a new owner or lessee of the facility with written consent of the Fort Bend County Commissioners Court as shall be contained in an ordinance approving such assignment, which assignment shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the Agreement. Any assignment of this Agreement shall be to an entity that contemplates the same improvements to the property. No assignment shall be approved if the Company or the assignee is indebted to the County for ad valorem taxes or other obligations. In the event of dispute as to any of the requirement and limitations relating to assignment, the County shall be the sole and only body to finally determine compliance.

NOTICES

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Company at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Company or the County at the following addresses:

To Company:	Biotics Building Partnership 4850 Wright Road, Suite 150 Stafford, Texas 77477 (281) 240-8010
-------------	--

To County: Michael D. Rozell
County Judge
Fort Bend County
301 Jackson, Suite 621
Richmond, Texas 77469

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

EXECUTION

The Company and the County jointly execute this Agreement as duly authorized in the case of the Company by Biotics Building Partnership partners and in the case of the County by formal action of the Commissioners Court authorizing such action, and the effective date of this Agreement is the date the same is finally signed by the last party required to sign the same as herein set out.

This Agreement is intended to be executed in multiple originals with each party hereof having a duly signed copy.

SIGNED and **EXECUTED** on the 27th day of January, 1998 by the Fort Bend County Commissioners Court.

FORT BEND COUNTY

By: Mike D. Rozell
Michael D. Rozell, County Judge

Date: 1-28-98

SIGNED and **EXECUTED** on the _____ day of _____, 1998 by Biotics Building Partnership.

BIOTICS BUILDING PARTNERSHIP

By: Denis DeLuca
Denis DeLuca

Date: 1-20-98

By: Daryl DeLuca
Daryl DeLuca

Date: 1/20/98

By: Dana DeLuca
Dana DeLuca

Date: 1/20/98

By: Gina Foster
Gina Foster

Date: 1-20-98

By: William Sparks
William Sparks

Date: 1-20-98

EXHIBIT A

Being 5.9908 Acres (260,960.46 square feet) of land in the R. E. Handy Survey, A-187, Fort Bend County, Texas, being part of that certain 81.6304 Acre tract (called 81.608 Acres) conveyed to Tilley Investment-Rosenberg, in Volume 1077, page 167, of the Deed Records of Fort Bend County, Texas, being out of Lot 7 of the Meyer & Pleak Subdivision, Fort Bend County, Texas. Being more particularly described by metes and bounds as follows. All bearings are based on the east right-of-way of U.S. Hwy 59, 335 feet wide, N 62° 27' 57" E;

Commencing at a $\frac{3}{4}$ inch G.I.P. found on the South line of the 81.6304 Acres and being in the westerly right-of-way line of Spacek Road (50 feet wide);

Thence N 22° 00' 56" E, along the west right-of-way line of Spacek Road (50 feet wide) 460.00 feet to a $\frac{5}{8}$ inch iron rod set for corner being the most northeasterly corner of a proposed (60 feet wide) ingress-egress easement;

Thence N 67° 55' 28" W, along the north line of a proposed (60 feet wide) ingress-egress easement, 350.00 feet to a $\frac{1}{2}$ inch rod set for the southeasterly corner of the herein described tract and the POINT OF BEGINNING;

Thence N 67° 55' 28" W continuing along said north line of a proposed (60 feet wide) ingress-egress easement and south line of the 5.9908 Acre tract, 390.00 feet to a $\frac{5}{8}$ inch iron rod set for a cutback corner;

Thence N 22° 55' 28" W, 14.14 feet to a $\frac{5}{8}$ inch rod set for a cutback corner and being on the west line of the 5.9908 Acre tract and the east right-of-way line of a proposed (60 feet wide) street;

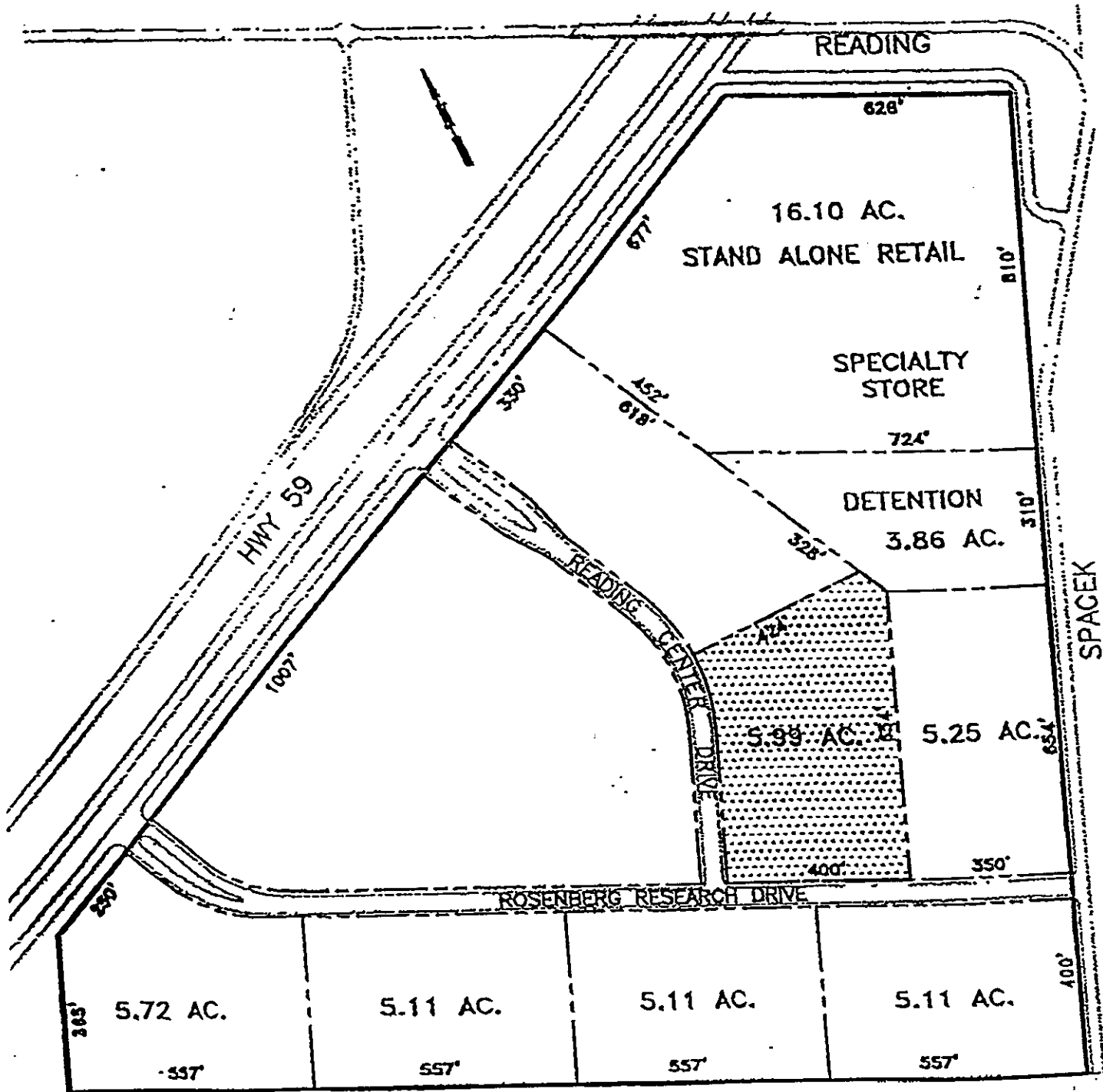
Thence N 22° 04' 32" E, continuing along said west line of the 5.9908 Acre tract and a proposed street right-of-way, 292.42 feet to a $\frac{5}{8}$ inch iron rod set for the beginning of a curve;

Thence 228.17 feet along the arc of a curve to the left, with said westerly line of the 5.9908 Acre tract and with the easterly right-of-way line of a proposed (60 feet wide) street, having a central angle of 24° 39' 59", a radius of 530.00 feet, and a chord that bears N 09° 44' 32" E, 226.41 feet to a $\frac{1}{2}$ inch iron rod set for corner;

Thence N 84° 41' 06" E, 421.75 feet to a $\frac{1}{2}$ inch iron rod set for corner;

Thence S 26° 55' 34" E, 97.00 feet to a $\frac{5}{8}$ inch rod set for corner, and being an angle point;

Thence S 22° 00' 56" W, 654.00 feet to the POINT OF BEGINNING and containing 5.9908 Acres (260,960.46 square feet) of land.



RESOLUTION

A RESOLUTION BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT REQUEST TO THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR FUNDING TO THE COUNTY OF FORT BEND, TEXAS FOR A PROGRAM KNOWN AS "PRECINCT 2 COMMUNITY LIAISON DEPUTY PROGRAM."

WHEREAS, FORT BEND COUNTY COMMISSIONERS COURT has considered the proposed application for Sate and Federal Assistance for said project, in the amount of \$ 56,001.00 to be submitted to the Office of the Governor, Criminal Justice Division, Juvenile Justice and Delinquency Prevention Act Fund; and

WHEREAS, FORT BEND COUNTY COMMISSIONERS COURT has agreed that "In the event of loss or misuse of the Criminal Justice Division Funds, the governing body assures that funds will be returned in full to CJD."

WHEREAS, the opportunity exists to fund vital parts of this program through the Office of the Governor of the state of Texas, Criminal Justice Division;

NOW THEREFORE, BE IT RESOLVED that FORT BEND COUNTY COMMISSIONERS COURT approves submission of the grant application for PRECINCT 2 COMMUNITY LIAISON DEPUTY PROGRAM to the Office of the Governor, Criminal Justice Division, Juvenile Justice and Delinquency Prevention Act Fund in the amount of \$ 56,001.00.

PASSES AND APPROVED, this 27 day of January, 1998.

COUNTY OF FORT BEND, TEXAS

Michael D. Rozell
MICHAEL D. ROZELL, COUNTY JUDGE

ATTEST:
Dianne Wilson
DIANNE WILSON, COUNTY CLERK

1-29-98 Copy to Jim Cummins



TIM CUMINGS

**GRANTS • RECORDS MANAGEMENT
MAIL CENTER
FORT BEND COUNTY, TEXAS**

(713) 341-8635
Fax (713) 344-3939

MEMORANDUM

TO: County Judge's Office
Jean Outlaw

FROM: Tim Cumings, Grants Administrator

SUBJECT: Agenda Items for January 27, 1998 Commissioners' Court

DATE: January 20, 1998

I am requesting on behalf of the District Attorney's and Precinct 2 Constable's offices that the following items be placed on the January 27, 1998 agenda of Commissioners' Court:

DISTRICT ATTORNEY: Request approval of fifth-year continuation grant application and resolution for Narcotics Prosecutor.

PRECINCT 2 CONSTABLE: Request approval of second-year continuation grant application and resolution for the Community Liaison Deputy Program.

Should you have any questions, please call.

cc: Hon. Bud Childers, County Attorney
Hon. Ruben Davis, Precinct 2 Constable
Hon. John Healey, District Attorney



Company Use Only

Bond No. _____

Amount _____

Premium _____

Effective Date _____

Expiration Date _____

Agent _____

At _____

APPLICATION FOR PUBLIC OFFICIAL BOND

Name of Applicant Julia L. Marino

Residence 2502 Henderson Deer Park Harris
Street Town County

Give exact title of State, County or Municipal Government, public official or individual to whom bond is to be given
Fort Bend County Constable Precinct Four

Address 12919 Dairy Ashford #300, Sugar Land, TX 77478

Amount of this bond \$ \$2000.00

Term begins 01/01/97, 19__; Term ends 01/01/01, 19__

Official title of Applicant Deputy Constable

Date of election 01/01/97, 19__; Date of appointment 01/01/01, 19__

Term of office Four years.

CHARGE PREMIUM FOR:

1 Year _____ 3 years _____

2 years _____ 4 years _____

What is your net financial worth? _____

Has this bond been declined by any Surety Company? _____

In consideration of the execution of this bond, I (we) hereby agree to pay the premium, and further agree to save and hold the MERCHANTS BONDING COMPANY (Mutual) free and harmless of any loss, cost or expense of whatever nature, by reason of its execution of this bond. I agree to waive, and do hereby waive, all rights to claim any property as exempt from levy, execution, sale or other legal process under the law of any state or states. It is further agreed that the terms and conditions of this application shall also apply to all renewals of this bond and/or subsequent bonds executed for applicant.

All monetary obligations of each Applicant and of each Indemnitor to MERCHANTS BONDING COMPANY (Mutual) arising under this instrument or otherwise shall be payable at the offices of MERCHANTS BONDING COMPANY (Mutual) in the City of Austin, Travis County, Texas. Unless the context dictates to the contrary, all other obligations of each Applicant and each Indemnitor to MERCHANTS BONDING COMPANY (Mutual) arising under this instrument or otherwise shall be performable to the extent possible in Travis County, Texas.

Dated this 23rd day of January A.D. 19 98

Witness: _____ x Julia Marino
Applicant

Name of Agent _____ Location _____

Remarks _____

DEPUTATION

THE STATE OF TEXAS

County of Fort Bend

I, S. H. "Hal" Werlein, Constable Pct. 4

of the County of Fort Bend and State of Texas, having full confidence in Julia Marino of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Fort Bend County, nominate and appoint Her, the said Julia Marino my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Constable Precinct Four of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 23rd day of January 19 98

S. H. Werlein

of Fort Bend County, Texas.

THE STATE OF TEXAS

County of Fort Bend

BEFORE ME, Pat Prater

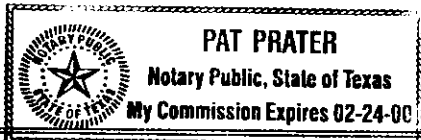
in and for Fort Bend County, Texas,

on this day personally appeared S. H. "Hal" Werlein, Constable Precinct Four

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 12919 Dairy Ashford #300, Sugar Land, TX 77478

this 23rd day of January 19 98



Pat Prater

Notary Public

OATH OF OFFICE

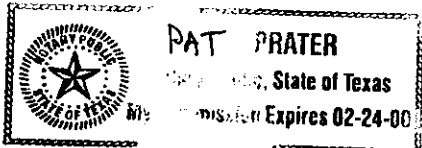
I, Julia Marino do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Constable of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Subscribed and sworn to before me, this 23rd day of January 19 98

Julia Marino

Pat Prater

Notary Public





HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

CONFIDENTIAL

JULANE TOLBERT
Administrator

(281) 341-8617
Fax (281) 341-8615

01-26-98 P08:50 IN

MEMORANDUM

TO: S. H. "Hal" Werlein
Constable Precinct 4

FROM: Hina Naik, Employee Benefits Specialist
Human Resources *H/N*

DATE: January 15, 1998

SUBJECT: Background Check - Julia Marino

On the basis of completion of further investigation on reserve applicant, Julia Marino, by your department, I have no objection to the following individual working as Reserve Deputy for your department:

Julia Marino

Please note that your department will be responsible for placing the item on the agenda for approval by the Commissioners Court and for securing the bond for this individual.

This individual will also need to undergo the Fort Bend County Drug Testing training, if approved by Commissioners Court. He may attend the training on any Monday at 8:10 a.m. in the Human Resources Department Training Room.

If you have additional questions, please call me at 341-8619.

xc: Julane Tolbert, Human Resources Administrator



APPLICATION
FOR EMPLOYMENT

PLEASE READ CAREFULLY

PRINT OR TYPE/USE BLACK INK

DATE

PERSONAL	FULL NAME - LAST MARINO			FIRST JULIA	MIDDLE LAVON	SOCIAL SECURITY NUMBER 460-51-9484			
	PRESENT ADDRESS-STREET 2502 HENDERSON			CITY DEER PARK TX	STATE TX	ZIP CODE 77536	Telephone: 281-478-4858		
	LIST PREVIOUS ADDRESS FOR LAST 6 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE 10701 SABO RD, HOUSTON TX 77089						Business 713-769-2194-P4		
	2510 HOLLAND, FORT WAYNE TX 46807						Residence 281-478-4858		
WORK SKILLS	REFERRED BY WALK IN			DRIVERS LIC. NO. 1131259			TYPE C		
	Federal Law Prohibits the employment of unauthorized aliens. All persons hired must submit satisfactory proof of employment authorization and identity within three days of being hired. Failure to submit such proof within the required time shall result in immediate employment termination.						IF NOT, WHAT IS YOUR VISA STATUS? <input type="checkbox"/> STUDENT <input type="checkbox"/> VISITOR <input type="checkbox"/> EXCHANGE STUDENT OTHER-EXPLAIN		
	NOTIFICATION IN CASE OF EMERGENCY MOTHER			U.S. CITIZEN/Permanent Resident Alien <input type="checkbox"/> YES <input type="checkbox"/> NO			Alien Registration No.		
	NAME UNICE MARINO			ADDRESS RT 1 - PAMINO 4 WOLLER TX 77484			409PHONE 531-2088		
EDUCATION	TYPE OF EMPLOYMENT DESIRED <input checked="" type="checkbox"/> FULL TIME <input type="checkbox"/> TEMPORARY <input type="checkbox"/> PART TIME <input type="checkbox"/> SUMMER		SALARY EXPECTED OPEN		DATE AVAILABLE FOR WORK ASAP		CAN YOU: PERFORM SHIFT WORK <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO WORK OVERTIME <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF NECESSARY?)		
	JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK RESERVE OFFICER								
	SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE TEE LOSE CERTIFIED CPR CERTIFIED								
	SPECIALIZED SKILLS	TYPING 15	DICTATION N/A	OFFICE MACHINES OPERATED COMPUTERS - WINDOWS, MICROSOFT EXCEL, MICROSOFT WORD					
(COMPLETE IF APPLICABLE TO POSITION DESIRED)	OTHER MACHINES OPERATED N/A			OTHER SKILLS N/A					
FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE.									
		FLUENTLY		GOOD		FAIR		POOR	
SPEAK		N/A							
READ		N/A							
WRITE		N/A							
NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED				NUMBER OF YEARS COMPLETED		GRADUATION DATE (MO/YR)			
NAME & LOCATION OF COLLEGE/TRADE OR BUSINESS SCHOOL				DATE (MO/YR)		FIELD OF STUDY		GRADUATION	
XX				FROM	TO	MAJOR	MINOR	DEGREE	DATE MO/YR
WALLER HIGH				80	84	BASIC STUDY		Diploma	84
UNIVERSITY OF HOUSTON - POLICE ACADEMY				4-86	9-86	BASIC PEACE OFFICERS CERTIFICATION		Diploma	9-86
REGIONAL POLICE ACADEMY				7-95	8-96	SUPPLEMENTAL PEACE OFFICER COURSE		Diploma	8-96
N/A									
CHECK QUARTER OF CLASS IN WHICH YOU STOOD →		IN HIGH SCHOOL			IN COLLEGE/TRADE OR BUSINESS SCHOOL				
		<input type="checkbox"/> TOP <input checked="" type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> LAST			<input type="checkbox"/> TOP <input checked="" type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> LAST				
LIST SPECIAL ACADEMIC HONORS AND SOCIETIES; SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH INDICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN)									
N/A									
SUBJECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER									
N/A									
HOBBIES/LEISURE TIME INTEREST									
JOGGING, READING - DANCING									

U.S. MILITARY

BRANCH OF SERVICE <i>NIA</i>	FROM (MO/YR)	TO (MO/YR)	RANK OF ENTRY	RANK OF DISCHARGE
WHAT KIND OF DUTY (ESPECIALLY IF TECHNICAL IN NATURE)			WHAT SPECIALIZED TRAINING DID YOU RECEIVE?	
IF DISCHARGE WAS DISHONORABLE PLEASE GIVE DETAILS				

Give employment record for last 10 years, starting with your present or last employer. Include summer employment if space is insufficient, list on separate page or attach resume for any unemployed or self-employed periods, show dates and location.

DATE FROM & TO		EMPLOYER'S NAME & ADDRESS - CITY & STATE	POSITION - SALARY	GIVE SPECIFIC REASON FOR LEAVING
MONTH <i>4</i>	YEAR <i>92</i>	NAME PRESENT OR LAST EMPLOYER <i>SETEC PROTECTION</i> ADDRESS <i>5075 - WESTHEIMER - HOUSTON TX</i> NAME OF SUPERVISOR & TELEPHONE NUMBER <i>BENG ZILSKE - 713-961-7670</i>	<i>SUPERVISOR</i> <i>\$9.50 - PER</i> <i>HR.</i>	<i>SUPERVISOR OVER THREE</i> <i>PROPERTY, PAYROLL, SCHEDULING</i> <i>SECURITY CONTRACTS.</i>
MONTH <i>12</i>	YEAR <i>96</i>	NAME PRESENT OR LAST EMPLOYER <i>BEASLEY POLICE DEPT.</i> ADDRESS <i>214 - SOUTH THRID, BEASLEY, TX.</i> NAME OF SUPERVISOR & TELEPHONE NUMBER <i>MILKE ISINBERG 409-387-2337</i>	<i>PATROL OFFICER</i> <i>NIA - SALARY</i>	<i>PATROL CITY AND</i> <i>SERVED WARRANTS</i>
MONTH <i>9</i>	YEAR <i>90</i>	NAME PRESENT OR LAST EMPLOYER <i>WAYNES CANDY CORP</i> ADDRESS <i>1501 WEST BERRY ST</i> NAME OF SUPERVISOR & TELEPHONE NUMBER <i>ANN WRIGHT - 219-424-3437</i>	<i>MACHINE</i> <i>TECHNICAN</i> <i>\$ 7.81 - PER</i> <i>HR.</i>	<i>OPERATION OF THREE</i> <i>MACHINE</i>
MONTH <i>1</i>	YEAR <i>90</i>	NAME PRESENT OR LAST EMPLOYER <i>BURLINGTON AIR EXPRESS</i> ADDRESS <i>3700 VANGUARD, FT. WAYN IN</i> NAME OF SUPERVISOR & TELEPHONE NUMBER <i>Bill CARLSON - NIA</i>	<i>SCALE MASTER</i> <i>\$ 7.30</i> <i>PER</i> <i>HR.</i>	<i>SUPERVISOR FOR LOADING</i> <i>THREE AIR CRAFTS. AND</i> <i>THE AUTHORITY TO</i> <i>TERMINATE TRANSPORT</i> <i>FOR SAFETY STANDARDS</i>
MONTH <i>12</i>	YEAR <i>88</i>	NAME PRESENT OR LAST EMPLOYER <i>LAKE END SALES</i> ADDRESS <i>6919 NELSON, FT. WAYNE IN</i> NAME OF SUPERVISOR & TELEPHONE NUMBER <i>THELMA DAVIS - 219-749-8561</i>	<i>ORDER SELECTOR</i> <i>\$ 6.50</i> <i>PER</i> <i>HR.</i>	<i>ORDER SELECTOR FOR</i> <i>STORES, DOCK SHIPPER</i>

EMPLOYMENT

HAVE YOU EVER FILLED OUT AN APPLICATION HERE BEFORE? YES NO

HAVE YOU EVER BEEN EMPLOYED BY FORT BEND COUNTY BEFORE? YES NO

IF YES IN WHAT DEPARTMENT WERE YOU EMPLOYED?

ARE YOU ON LAY-OFF AND SUBJECT TO RECALL? YES NO

CAN YOU TRAVEL IF THE JOB REQUIRES IT? YES NO

Give names of three persons who are not related to you and are not former employers. These people should have known you for several years.

FIRST NAME	LAST NAME	ADDRESS, STREET, CITY, STATE, ZIP CODE	OCCUPATION & PHONE NO	YEARS KNOWN
<i>A.</i>	<i>LAWRENCE</i>	<i>DARLS</i> <i>2506 HENDERSON, DEER PARK TX 77530</i>	<i>DPS TROOPER II - CRIMINAL</i> <i>INVESTIGATION - FRAUD DIVISION</i> <i>713-966-3568</i>	<i>3</i>
<i>B.</i>	<i>LYNN</i>	<i>BENNET</i> <i>2815 - GEORGE TOWN, HOUSTON TX 77005</i>	<i>MANAGER FOR A FOREIGN ROYAL FAMILY</i>	<i>3</i>
<i>C.</i>	<i>ELVLYNN</i>	<i>STEWART</i> <i>00007 - LITTLE BIR, HOUSTON TX 77049</i>	<i>PARKING SUPERVISOR FOR HINES</i> <i>281-578-1373</i>	<i>6</i>

Give names of relatives, including those by marriage, in the employ of Fort Bend County.

NAME	TYPE OF WORK	LOCATION & PHONE#	RELATIONSHIP
<i>A.</i>	<i>NIA</i>		
<i>B.</i>	<i>NIA</i>		

Names of our employees you know best.

NAME	LOCATION	NAME	LOCATION
<i>A.</i>	<i>NIA</i>	<i>B.</i>	

ADULT INFO

Have you been convicted under any criminal law within the past 5 years (excluding traffic violations)? Yes - Give details No

May we call your present employer? Now Yes No Later Yes No

I authorize investigation of all statements contained in this application for employment. I understand misrepresentation or omission of facts called for hereon will be sufficient cause for cancellation of employment consideration or dismissal for the county's service. If I have been employed, I understand employment is subject to a physical examination in which my ability to perform the essential requirements of the job is found to be satisfactory to the County. I understand if I am employed, evidence of a U.S. citizenship or U.S. resident status and a birth certificate or other evidence of date of birth may be required. I understand if employed, I will be on probation for the first eighty-nine days of my employment and I will be retained as a full-time employee only if my performance during the probation is satisfactory.

As an employee of Fort Bend County, you have the right to terminate your employment at any time. Fort Bend County retains the same right to terminate your employment, regardless of any other documents, oral or written statements issued by Fort Bend County or its representatives.

SIGNATURE *[Signature]* DATE ISSUED *10-30-87*

This is to inform you that as part of our procedure for processing your application it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living whichever may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation. To become a full-time Fort Bend County employee you must pass an Illegal Substance Abuse Screening Test. Those failing the test will not be considered for employment by Fort Bend County for a period of one year.

#22

RESOLUTION

A RESOLUTION BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT REQUEST TO THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR FUNDING TO THE COUNTY OF FORT BEND, TEXAS FOR A PROGRAM KNOWN AS "FORT BEND COUNTY DISTRICT ATTORNEY'S OFFICE--NARCOTICS PROSECUTOR."

WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels that addition of the program known as the FORT BEND COUNTY DISTRICT ATTORNEY'S OFFICE--NARCOTICS PROSECUTOR, will materially enhance the administration of justice in the county of Fort Bend, Texas, for all crime victims; and

WHEREAS, the opportunity exists to fund vital parts of this program through the Office of the Governor of the state of Texas, Criminal Justice Division;

NOW, THEREFORE BE IT RESOLVED, by the Commissioners Court of the County of Fort Bend, Texas, that the County submit a grant request to the Office of the Governor of Texas, Criminal Justice Division, to assist in the funding of the program of FORT BEND COUNTY DISTRICT ATTORNEY'S OFFICE--NARCOTICS PROSECUTOR. In the event of loss or misuse of CJD funds, the governing body assures that funds will be returned in full to CJD.

PASSES AND APPROVED, this 27th day of January, 1998.

COUNTY OF FORT BEND, TEXAS

Mike D. Rozell

MICHAEL D. ROZELL, COUNTY JUDGE



DIANNE WILSON, COUNTY CLERK

I, Dianne Wilson, County Clerk for the County of Fort Bend, Texas, do hereby certify this to be a true and exact copy of the County of Fort Bend, Texas, Resolution adopted by the Fort Bend County Commissioners, *D. Wilson* 1/27/98.

resol10.doc(01/15/98)

1-29-98 *Orig. to Tim Cummins*



TIM CUMINGS

**GRANTS • RECORDS MANAGEMENT
MAIL CENTER
FORT BEND COUNTY, TEXAS**

(713) 341-8635
Fax (713) 344-3939

MEMORANDUM

TO: County Judge's Office
Jean Outlaw

FROM: Tim Cumings, Grants Administrator

SUBJECT: Agenda Items for January 27, 1998 Commissioners' Court

DATE: January 20, 1998

I am requesting on behalf of the District Attorney's and Precinct 2 Constable's offices that the following items be placed on the January 27, 1998 agenda of Commissioners' Court:

DISTRICT ATTORNEY: Request approval of fifth-year continuation grant application and resolution for Narcotics Prosecutor.

PRECINCT 2 CONSTABLE: Request approval of second-year continuation grant application and resolution for the Community Liaison Deputy Program.

Should you have any questions, please call.

cc: Hon. Bud Childers, County Attorney
Hon. Ruben Davis, Precinct 2 Constable
Hon. John Healey, District Attorney

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT:

check one or more documents per project

BOND

5838242 \$ 60,000.00

Name: P = Addicks Services, Inc. S = Safeco Ins.Co. of America

RIDER TO BOND

_____ \$ _____

Name: _____

LETTER OF CREDIT

_____ \$ _____

Name: _____

OTHER

_____ \$ _____

Name: _____

CONSTRUCTION PROJECT (name or location):

Mission Glen Estates, Section 3

RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: Mr. Ken Caffey Amvest Properties, Inc.
Address: 7676 Woodway, Suite 238
City/State/Zip: Houston, Texas 77063

AGREED:

Myers
COMMISSIONER, PRECINCT # 3

FORT BEND COUNTY ENGINEER

COURT APPROVED: 1-24-98 # 23/1
DATE OF RETURN: 1-28-98
BY: *Marion Webb*
Deputy County Clerk



ENGINEERING
Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

January 16, 1998

Commissioner W. A. "Andy" Meyers
Fort Bend County Precinct 3
1809 Eldridge Road
Sugar Land, Texas 77478

RE: Mission Glen Estates, Section 3

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Cherryshire Drive	256.28 LF
Adler Lake Drive	<u>816.59 LF</u>
TOTAL:	1,072.87 LF

The current bond is # 5838242 in the amount of \$ 60,000.00. Release bond to:

Mr. Ken Caffey
Amvest Properties, Inc.
7676 Woodway, Suite 238
Houston, Texas 77063

If you should have any questions or need additional information please feel free to call.

Sincerely,

Steven L. Evans
Assistant to County Engineer

SLE/mjs

cc: Mr. A. J. Schubach, Addicks Services, Inc.
Mr. Clinton F. Wong, Amvest Corporation
File



FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108
(281) 341-8685 • Fax (281) 341-8697 • Fax (281) 341-4520
Fax (281) 341-8681 • Fax (281) 341-8669

DIANNE WILSON
COUNTY CLERK

January 28, 1998

NOTIFICATION OF RELEASE OF SECURITY

A release order has been issued by the Fort Bend County Commissioners Court on January 27, 1998, for the following bonds:

BOND: #5838242 \$60,000.00

PRINCIPAL: Addicks Services, Inc., North Mission Glen Estates, Ltd.

SURETY: Safeco Insurance Company of America

RELEASE TO: Amvest Properties, Inc.
Attention: Mr. Ken Caffey
7676 Woodway, Suite 238
Houston, Texas 77063

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653 or 281-344-3952.

Marianna Webb
Marianna Webb
County Clerk's Office

cc: Sid Shaver and/or Mary Jane Sowa, FBC Engineering Department
FBC Recording Department
File

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT:

check one or more documents per project

BOND

5838241 \$ 209,250.00

Name: P = Addicks Services, Inc., Pheasant Creek Ltd., Greatmark International, Inc., Sole Gen.Part.

RIDER TO BOND S = Safeco Ins. Co. of America

\$

Name:

LETTER OF CREDIT

\$

Name:

OTHER

\$

Name:

CONSTRUCTION PROJECT (name or location): Summerfield, Section 2

RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: Mr. Clinton Wong Pheasant Creek Ltd. Address: 7676 Woodway, Suite 238 City/State/Zip: Houston, Texas 77063

AGREED:

[Signature] FORT BEND COUNTY ENGINEER

[Signature] COMMISSIONER, PRECINCT # 3

COURT APPROVED: 1-27-98 # 23/4 DATE OF RETURN: 1-28-98 BY: [Signature] Deputy County Clerk



ENGINEERING
Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

January 12, 1998

Commissioner W. A. "Andy" Meyers
Fort Bend County Precinct 3
1809 Eldridge Road
Sugar Land, Texas 77478

RE: Summerfield, Section 2

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and all of the deficiencies have been corrected. The streets, along with their footage lengths; are as follows:

Millers Oak Lane	160.00 LF
Summer Hollow Drive	390.00 LF
Shady Ridge Trail	899.09 LF
Summerfield Ridge Drive	804.91 LF
Lonesome Ridge Court	641.73 LF
Summerfield Ridge Court	696.79 LF
Pheasant Creek Drive	<u>225.19 LF</u>
TOTAL:	3,817.71 LF

The current bond is # 5838241 in the amount of \$ 209,250.00 . Release bond to:

Mr. Clinton Wong
Pheasant Creek, Ltd.
7676 Woodway, Suite 238
Houston, Texas 77063

If you should have any questions or need additional information please feel free to call.

Sincerely,

Steven L. Evans
Assistant to County Engineer

cc: Mr. Clinton Wong, Pheasant Creek, Ltd.
Mr. A. J. Schubach, Addicks Services, Inc.
Mr. Ken Caffey, Amvest Properties
File



FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108
(281) 341-8685 • Fax (281) 341-8697 • Fax (281) 341-4520
Fax (281) 341-8681 • Fax (281) 341-8669

DIANNE WILSON
COUNTY CLERK

January 28, 1998

NOTIFICATION OF RELEASE OF SECURITY

A release order has been issued by the Fort Bend County Commissioners Court on January 27, 1998, for the following bonds:

BOND: #5838241 \$209,250.00

PRINCIPAL: Addicks Services, Inc., Pheasant Creek, Ltd., Greatmark International, Inc., Sole General Partner

SURETY: Safeco Insurance Company of America

RELEASE TO: Pheasant Creek Ltd.
Attention: Mr. Clinton Wong
7676 Woodway, Suite 238
Houston, Texas 77063

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653 or 281-344-3952.

Marianna Webb
Marianna Webb
County Clerk's Office

cc: Sid Shaver and/or Mary Jane Sowa, FBC Engineering Department
FBC Recording Department
File

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT:

check one or more documents per project

BOND

8139-81-76 \$ 131,500.00

Name: P = Durwood Greene Const. Co. on behalf of AFG Johnson Development, L.L.C. S = Federal Ins. Co.

RIDER TO BOND

\$

Name:

LETTER OF CREDIT

\$

Name:

OTHER

\$

Name:

CONSTRUCTION PROJECT (name or location):

Sienna-Fort Bend ISD Elem.School No. 32 and Steep Bank Trace Street Dedication

RELEASE DOCUMENT(S) TO THE FOLOWING:

Name: Mr. Jerry Berry Durwood Greene Construction Co. Address: on behalf of AFG Johnson Development, L.L.C. City/State/Zip: P. O. Box 1338 Stafford, Texas 77477

AGREED:

R. Jose Hegner FORT BEND COUNTY ENGINEER

Prestage COMMISSIONER, PRECINCT # 2

COURT APPROVED: 1-27-98 # 23/9 DATE OF RETURN: 1-28-98 BY: Marianne Teleb Deputy County Clerk



FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108
(281) 341-8685 • Fax (281) 341-8697 • Fax (281) 341-4520
Fax (281) 341-8681 • Fax (281) 341-8669

DIANNE WILSON
COUNTY CLERK

January 28, 1998

NOTIFICATION OF RELEASE OF SECURITY

A release order has been issued by the Fort Bend County Commissioners Court on January 27, 1998, for the following bonds:

BOND: #8139-81-76 \$131,500.00

PRINCIPAL: Durwood Greene Construction Co. on behalf of AFG Johnson Development, L.L.C.

SURETY: Federal Insurance Company

RELEASE TO: Durwood Greene Construction Co. on behalf of AFG Johnson Dev., L.L.C.
Attention: Mr. Jerry Berry
P.O. Box 1338
Stafford, Texas 77477

Information on the issuance and release of this security are on file at the Fort Bend County Clerk's Office. Inquiries should be addressed to Dianne Wilson, Fort Bend County Clerk, 301 Jackson, Richmond, Texas 77469-3108 or call 281-341-8653 or 281-344-3952.

Marianna Webb 
County Clerk's Office

cc: Sid Shaver and/or Mary Jane Sowa, FBC Engineering Department
FBC Recording Department
File

Bond No. 18-0125-55723-97-4

BOND

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THAT WE, Harris Construction Company on behalf of A.F.G. Johnson Development, L.L.C., whose address is 6602 Guhn Rd., Houston, TX 77040, hereinafter called the Principals, and Fidelity and Guaranty Insurance Underwriters, Inc., a Corporation existing under the by virtue of the laws of the State of Wisconsin and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at 6225 Centennial Way, Baltimore, MD 21209, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Jerry Paul Rose and whose address is 2200 Ross Avenue, Suite 1700, Dallas, TX 75201, hereinafter called the Surety, are held and firmly bound unto, Michael D. Rozell, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of ONE HUNDRED THIRTY ONE THOUSAND, FIVE HUNDRED AND NO/100-----Dollars (\$131,500.00) current, lawful money of the United States of America, to be paid to said Michael D. Rozell, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following subdivision(s):

Sienna-Fort Bend ISD Elementary School No. 32 and Steep Bank

Trace Street Dedication

Located in Fort Bend County, Texas; and,

Return to Marrianna We bb

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Fort Bend County, Texas, as more specifically set out in "Fort Bend County Subdivision Platting Policy" as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads, streets, bridges and drainage in the right-of-way depicted on the plat thereof, in accordance with the specifications set out therein, and maintain such roads, streets, bridges and drainage in the right-of-way until such time as said road, streets, bridges and drainage in the right-of-way have been accepted for maintenance by the Commissioners' Court of Fort Bend County, Texas.

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision (s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Fort Bend and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners' Court of Fort Bend County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets,

bridges and drainage in the right-of-way by the County Engineers, and upon the approval of such maintenance by the County Engineers, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners' Court of Fort Bend County, Texas, then this obligation to be void and of no force and effect.

The Principal and surety hereon each agree, bind and obligate themselves to pay to Michael D. Rozell, County Judge of Fort Bend County, State of Texas, or his successors in office, for the use and benefit of Fort Bend County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Fort Bend from any and all damages, expenses, and claims of every kind and character which the County of Fort Bend may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s).

The word Principal when used herein means Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridges and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners' Court. The word Surety when used herein means Surety or sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Fort Bend County, Texas.

Executed this 8th day of December, 1997.

ATTEST:



By: *Jerry Paul Rose*

Harris Construction Company

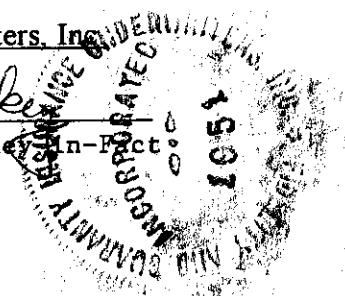
By: *[Signature]*

A.F.G. Johnson Development, L.L.C.

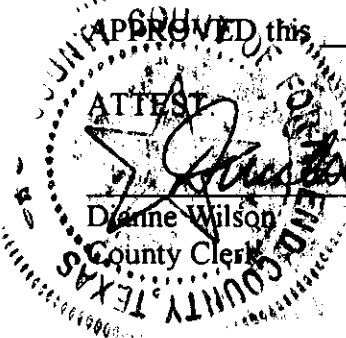
By: *[Signature]*

Fidelity and Guaranty Insurance Underwriters, Inc.

By: *Wendy W. Stuckey*
Wendy W. Stuckey, Attorney-in-Fact



APPROVED this 27 day of January, 1997.



ATTEST:
[Signature]

Deanne Wilson
County Clerk

Michael D. Rozell

Michael D. Rozell
County Judge
Fort Bend County, Texas

COUNTERSIGNED:

By: *Jerry Paul Rose*

Jerry Paul Rose
Texas Resident Agent
Aon Risk Services of Texas, Inc.
License Number: 0005958311

Fidelity and Guaranty Insurance Underwriters, Inc.



Power of Attorney

No. 580

Know all men by these presents: That **Fidelity and Guaranty Insurance Underwriters, Inc.**, a corporation organized and existing under the laws of the State of Wisconsin and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **James W. Baughman, Dan W. Burton, Michael J. Herrod, Christina Garcia, Wendy W. Stuckey, Joan Bagnall, Joy Hajovsky and Lupe Tamayo**

of the City of **Houston** State of **Texas** its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **Fidelity and Guaranty Insurance Underwriters, Inc.** has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this **7th** day of **November**, A.D. 19**97**.

Fidelity and Guaranty Insurance Underwriters, Inc.



(Signed) By [Signature] Vice President

(Signed) By [Signature] Assistant Secretary

State of Maryland)

SS:

Baltimore City)

On this **7th** day of **November**, A.D. 19 **97**, before me personally came **Gary A. Wilson**, Vice President of **Fidelity and Guaranty Insurance Underwriters, Inc.**, and **Thomas E. Huijbregtsa**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said **Gary A. Wilson** and **Thomas E. Huijbregtsa** were respectively the Vice President and the Assistant Secretary of the said **Fidelity and Guaranty Insurance Underwriters, Inc.**, the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the **1st** day of **August**, A.D. 19 **98**.



(Signed) By [Signature] Notary Public

THIS POWER OF ATTORNEY IS INVALID WITHOUT THESEED BURDAR

This Power of Attorney is granted under and in authority of the following Resolutions adopted by the Board of Directors of the **Fidelity and Guaranty Insurance Underwriters, Inc.** September 24, 1992:

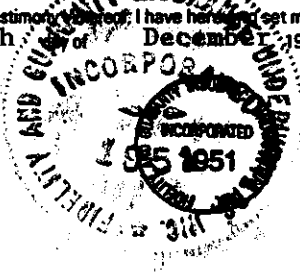
Resolved, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

Resolved, That Attorney(s)-in-Fact shall have the power and authority and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, **Thomas E. Huijbregtsa**, an Assistant Secretary of the **Fidelity and Guaranty Insurance Underwriters, Inc.**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **Fidelity and Guaranty Insurance Underwriters, Inc.** do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been annulled.

In Testimony Whereof, I have hereunto set my hand and the seal of the **Fidelity and Guaranty Insurance Underwriters, Inc.** on this **8th** day of **December**, 19 **97**



[Signature]
Assistant Secretary

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, Texas 77471-1449

D. Jesse Hegemier
County Engineer


1124 Blume Road
Phone: (713) 342-3039

REVIEW FORM

On January 22, 1998, the County Attorney's office reviewed Bond No. 18-0125-55723-97-4 for Sienna - Fort Bend I.S.D. Elementary School No. 32 and Steep Bank Trace Street Dedication in the amount of \$131,500.00.

Comments: Approved as to legal form

Please have the Fort Bend County Risk Management Department verify that the Sureties are acceptable.



Portia Poindexter
First Assistant County Attorney

JAN 23 1998



#24

COUNTY ATTORNEY
FORT BEND COUNTY, TEXAS

BEN W. "Bud" CHILDERS
County Attorney

(281) 341-4555
Fax: (281) 341-4557

TO: Dana Benoit
cc: Commissioners
Daniel Kosler, EMS Director

FROM: Laura Johnson

DATE: 1/13/98

SUBJECT: Agenda item

Please place the following Agreements on the agenda for January 27, 1998:

Mutual Aid Agreement between Fort Bend County and Austin County
Mutual Aid Agreement between Fort Bend County and Wharton
County Junior College

Thanks

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE THE MUTUAL
AID AGREEMENT BETWEEN FORT BEND COUNTY AND AUSTIN COUNTY**

On this the 27th day of January, 1998, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Mejers, seconded by Commissioner O'Shield duly put and carried;

IT IS ORDERED that the Fort Bend County Judge is hereby authorized to execute the Mutual Aid Agreement with Austin County for Emergency Medical Services.. Said Agreement is attached hereto for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ORDER AUTHORIZING COUNTY JUDGE TO EXECUTE THE MUTUAL
AID AGREEMENT BETWEEN FORT BEND COUNTY AND
WHARTON COUNTY JUNIOR COLLEGE**

On this the 27th day of January, 1998, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner O'Shield duly put and carried;

IT IS ORDERED that the Fort Bend County Judge is hereby authorized to execute the Mutual Aid Agreement with Wharton County Junior College for Emergency Medical Services. Said Agreement is attached hereto for all purposes as though fully set forth herein word for word.

STATE OF TEXAS *
 *
COUNTY OF AUSTIN

**INTERLOCAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES BETWEEN
THE COUNTY OF AUSTIN AND THE COUNTY OF FORT BEND**

The Interlocal Agreement, made and entered into between the **COUNTY OF AUSTIN**, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as "**AUSTIN COUNTY**" and the **COUNTY OF FORT BEND**, organized and existing under virtue of the laws of the State of Texas, hereinafter referred to as "**FORT BEND COUNTY**", acting herein by and through its duly authorized governing body, **WITNESSETH:**

WHEREAS, from time to time, situations arise demanding the combined efforts of two or more emergency medical services to provide service in the area of **Austin County** and **Fort Bend County** ; and,

WHEREAS, This agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act ; and,

WHEREAS, the governing body of **AUSTIN COUNTY** and **FORT BEND COUNTY** desire to improve the provisions of emergency medical services by entering into an Interlocal Agreement for Emergency Medical Services, pursuant to Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act ; and,

WHEREAS, **AUSTIN COUNTY** and **FORT BEND COUNTY**, pursuant to the provisions of chapter 791 of the Texas Government Code, V.T.C.A. , the Interlocal Civil Statute, have determined that it would be in the best interest of **AUSTIN COUNTY** and **FORT BEND COUNTY** and the citizens and inhabitants thereof, to enter into an Interlocal Agreement in order to provide better Emergency Medical Service by authorizing cooperation among the emergency medical devices of **AUSTIN COUNTY** and **FORT BEND COUNTY** ; and,

WHEREAS , **AUSTIN COUNTY** and **FORT BEND COUNTY** desire to enter into a mutual aid agreement of the provisions of emergency medical services ;

NOW, THEREFORE, it is mutually agreed by and between **AUSTIN COUNTY**, acting herein by and through its duly authorized Commissioners' Court, and **FORT BEND COUNTY**, acting herein by and through its duly authorized governing body , as follows:

ARTICLE I
Scope of Services

1.01 **Services in General :**

AUSTIN COUNTY and **FORT BEND COUNTY** agree to render mutual emergency medical services aid and make available resources for such aid, providing that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protection for the citizens within its jurisdiction or service area. Requests for mutual aid pursuant to this Agreement shall be made by and to the respective Director, Emergency Medical Service Administrator, or their designated representatives. It is understood that each party , while rendering aid under this agreement, shall retain the same powers, duties, rights, privileges and immunities as if it were performing its duties in **AUSTIN COUNTY** and **FORT BEND COUNTY** in which it normally employed or rendered services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel time.

1.02 **Standard of Services**

It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

ARTICLE II
Remuneration

2.01 **Reimbursement for Services :**

AUSTIN COUNTY and **FORT BEND COUNTY** shall not be responsible for reimbursement for mutual aid emergency medical services rendered hereunder. All remuneration

for such services shall be the responsibility of patients (s) treated, or a third party, and shall be based upon usual costs assigned for this service.

2.02 Reimbursement for Costs :

Each party to this Agreement shall be responsible for its own costs and expenses.

ARTICLE III
Liability

3.01 **FORT BEND COUNTY** agrees to indemnify and hold **AUSTIN COUNTY** harmless with respect to any claim, demand, or suit based upon any response by **Austin County Emergency Medical Services** arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that if **Austin County Emergency Medical Services** is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, **AUSTIN COUNTY** will hold **FORT BEND COUNTY** harmless and indemnify **FORT BEND COUNTY** from costs incurred.

3.02 It is understood that liability to all parties is limited by existing laws covering medical personnel in the performance of their duties in emergency situations.

3.03 It is expressly understood and agreed that each party hereto shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expenses, expenses of travel, food, lodging or other compensation, or expenses of personnel of another party's Emergency Medical Service, regardless of whether such personnel performed services outside the jurisdiction of his or her employer.

ARTICLE IV
Time of Performance

4.01 It is expressly understood and agreed that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective on the 1st day of January, 1998.

ARTICLE V
Termination

5.01 It is expressly understood and agreed that this Agreement automatically terminates

on the 31st day of December, 1998, and must be renewed annually thereafter.

5.02 It is expressly understood and agreed that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties.

Notice shall be given by registered or certified mail, return receipt requested, to the other party at the addresses set out below :

County of Austin
County Courthouse
1 East Main
Bellville, Texas 77418
Attention : County Judge

County of Fort Bend
Travis Building
301 Jackson, 7th Floor
Richmond, Texas 77469
Attention : County Judge

ARTICLE VI

Laws, Statutes and Ordinances

6.01 The parties shall observe and comply with all federal, state, county and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

ARTICLE VII

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 3rd day of December, 1997, in duplicate originals by order of Commissioners' Court of Austin County.

COUNTY OF AUSTIN

By : Carolyn Bilski
Carolyn Bilski
County Judge

ATTEST


Carrie Gregor
Carrie Gregor
County Clerk

SIGNED on this 27 day of January, 19 98, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND

By : Mike D. Rozell
Michael D. Rozell
County Judge

ATTEST
Diane Wilson
Diane Wilson
County Clerk

The seal of Fort Bend County, Texas, is circular with a five-pointed star in the center. The text "FORT BEND COUNTY TEXAS" is written around the perimeter of the seal. The word "ATTEST" is printed at the top of the seal.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENT:

CITY OF WHARTON

AFFILIATION AGREEMENT

THIS AGREEMENT, is executed on this ___ day of _____, 1998, between the **Board of Regents of WHARTON COUNTY JUNIOR COLLEGE**, for and on behalf of the Emergency Medical Technology Department, division of the Public Safety Training Program hereinafter the **Fort Bend County**, Texas, a body corporate and politic acting herein by and through its Commissioners' Court ("**County**").

WITNESSETH:

THAT WHEREAS, the **County** owns and operates a department known as Fort Bend County Emergency Medical Services ("**EMS**"); and

WHEREAS, parties agree that it would be to their mutual advantage and best interest for students of the **College** to have the opportunity to utilize the facilities of the **County's** Emergency Medical Services Department ("**Facilities**");

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

(1) The **County** will permit students of the **College** to practice Emergency Medical Technology under the direct supervision and responsibility of the faculty of the **College**. Individual faculty members will, in turn, be responsible to the Emergency Medical Service Director, Preceptor, Supervisor, or Crew Person, designated by the Emergency Medical Services for the **County** for the Emergency Medical Technology activities of the students. A faculty member/instructor from the **College** will be available on call.

(2) The number, assignment and distribution of students between the divisions of the EMS will be mutually agreed upon between the **College** and the **County** at the beginning of each semester.

(3) The period of assignment shall be for regular **College** academic sessions, except in the instance of special arrangements, such as for workshop participants.

(4) The **College** will provide the **County** with the names of the students who are entitled to use the resources of the **Facilities** under the terms of this Agreement.

(5) The **College** will not discriminate against any applicant for enrollment in its course of study because of race, color, creed or national origin .

(6) The **College** shall instruct all students and faculty members in the legal aspects of confidentiality. All students and faculty members shall respect the confidential nature of all information which may come to them with respect to the patient, hospital, city records.

(7) Representatives of the **College** and the **County** shall meet as often as necessary to study the Emergency Medical Technology program and terms of this Agreement and make such suggestions and changes as are needed.

(8) The **College** will be responsible for liability and malpractice insurance coverage acceptable to the **County** for its faculty members and students assigned to the Facilities. The **College** will provide the **County** with a copy of all policies.

(9) It is understood between the parties that under no circumstances is any member of the **College's** student body or faculty or staff member to be considered an agent, servant and/or employee of the Fort Bend EMS.

(10) **College** personnel, faculty, and students will be subject to the rules and regulations established by the **County** for division of the EMS to which they are assigned:

(a) The **County** will charge the **College** no fees for Emergency Medical Technology practice opportunity afforded students;

(b) Students will be responsible for their own meals, laundry, and transportation to and from the **Facilities**; and

(c) The **County** will not be charged for services performed by the **College's** personnel, faculty, and/or students. The **County** shall provide to the students and faculty members of the **College** emergency medical treatment without charge with respect to illness or injuries sustained while engaged in activities pursuant to this Agreement.

(11) The salaries and expenses of any instructor, supervisor, or other employee of the **College** will be paid by the **College**. The **College** agrees that members of its faculty will serve as consultants and on committees of the **County** when requested by the **County**.

(12) The **County** further agrees as follows:

(a) To maintain the criteria for accreditation as established by the Joint Review Committee on Education in Emergency Medical Technology, or other appropriate accrediting agencies;

- (12) The **County** further agrees as follows:
- (a) To maintain the criteria for accreditation as established by the Joint Review Committee on Education in Emergency Medical Technology, or other appropriate accrediting agencies;
 - (b) To provide the **College** necessary space or facilities for conferences and areas for student teaching, as available;
 - (c) To provide lounge and locker space for students, as available;
 - (d) To allow students and faculty members of the **College** to utilize the **County's** eating facilities at the student's and faculty's sole expense; and
 - (e) To plan jointly with all programs involved, when the resources are utilized as a clinical laboratory by groups other than the College.
- (13) The **College** will be responsible for student scheduling with the approval of the clinical site.
- (14) At the request of the clinical site, the **College** will withdraw any student whose conduct or work may have a detrimental effect on the facility.
- (15) The **College** will administer all preliminary screening and testing of student applicants for admission to all EMS programs and to verify their competence in the skills that they will be performing at the clinical sites.
- (16) It is agreed that the **Fort Bend EMS** is in charge of all patient care, that students may be participating in the care of, while at the clinical site.

This Agreement shall remain in effect for a term beginning January 1, 1998 and ending at midnight on December 31, 1998, unless otherwise terminated as provided herein. Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party. Notice shall be given by registered or certified mail, return receipt requested, to the other party at the addresses set out below:

Fort Bend County
Travis Building
301 Jackson
Richmond, Texas 77469
Attention: County Judge

EXECUTED by the parties on the dates indicated, but effective January 1, 1998.

COUNTY OF FORT BEND

By: Mike D. Rozell
Michael D. Rozell, County Judge

Date: 1-28-98

WHARTON COUNTY JUNIOR COLLEGE

By: Frank R. Vivel
Frank R. Vivel, President

Date: November 3 1997

**WHARTON COUNTY JUNIOR
COLLEGE BOARD OF REGENTS:**

By: Georgia Krenek
Georgia Krenek
Title: Chair, Board of Trustees

Date: November 3, 1997

ROBERT HUGHES ASSOCIATES INC.

14180 DALLAS PARKWAY, SUITE 400
DALLAS, TEXAS 75240
(972) 980-0088 FAX (972) 233-1548
www.roberthughes.com

JAN 26

Friday, January 23, 1998

Mr. Dennis Morgan
Attorney at Law
Ft. Bend County, Texas
301 Jackson Street, Suite 621
Richmond, Texas 77469

Via Facsimile: (281) 341-4557 and Air Express Delivery

Re: 1998 Actuarial Services Agreement

Dear Mr. Morgan:

At your request and as a follow-up to our conversation a few moments ago, the following engagement notice is provided for review and approval.

We have presented to The County two fees for services to consider. We'll call them Option A and Option B.

Option A provides The County with our professional services for completion of actuarial analysis of the self-insured commercial insurance program. This will include a complete evaluation and assessment of loss information, ultimate loss estimates, funding recommendations and incurred but not reported reserves (IBNR). We will provide a draft report for review and approval and then publish a final report for use by The County for its financial reporting requirements. The fee for Option A is \$5,000.

Option B provides for additional services which would include a presentation before The County or representatives of The County on-site. This service has not been provided in the past as this was handled by Ms. Miller. We offer this second option to The County for consideration so that those professional and representatives of The County can have a better understanding of how figures are arrived at and how the information contained in our reports can be utilized in other areas such as allocation of losses by department, forecasting expenses, etc. The additional expense for this would be \$1,500, for a total fee of \$6,500. This additional expense will be at cost for travel and travel expense and our professional time for the presentation.

1-29-98 *Brigitte Deanna Morgan*

On the following page is a space for a signature to engage Robert Hughes Associates, Inc. and a box to check for the fee option selected. Should anyone have any questions concerning our proposal please feel free to contact me.

Sincerely,



Olie Jolstad
Vice President
Robert Hughes Associates, Inc.
Telephone: (972) 980-0088
Facsimile: (972) 233-1548

Ft. Bend County Texas agrees to engage the services of Robert Hughes Associates, Inc. for the purpose of providing professional actuarial consulting services for 1998.

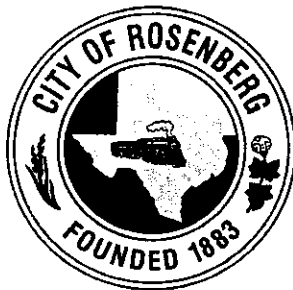
We have selected Fee Option A in the amount of \$5,000 _____ .
We have selected Fee Option B in the amount of \$6,500 _____ .



Signature of Authorized Representative for
Ft, Bend County, Texas

Date 1/28/98

#27/7



January 7, 1998

Fort Bend County Purchasing Agent
500 Liberty Street, Ste 103
301 Jackson
Richmond, Texas 77469

Attn: Ms. Debbie Kaminski, CPPB
Assistant County Purchasing Agent

Ref: Agreement between the City and Fort Bend County
1998 Interlocal Agreement for the Purchase of Goods & Services

Dear Ms. Kaminski:

Enclosed are two (2) duplicate originals which are being transmitted to you for the Commissioner's Court approval and execution. Upon complete execution, please return one (1) original to our office. The agreement was approved by the Rosenberg City Council at their regular council meeting on January 6, 1998.

Thank you for your assistance.

Sincerely,

CITY OF ROSENBERG

A handwritten signature in cursive script that reads "Linda Cernosek".

Linda Cernosek, CPS
City Secretary's Office

/lc
Enclosures
b:ltr1/fbcagr2.98

2-02-98 Orig to Debbie K. - Purch.



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

December 1, 1997

City of Rosenberg
Attn: Mayor
P O Box 32
Rosenberg TX 77471

RE: Interlocal agreement

Attached you will find an interlocal agreement, for 1998, for the purchase of goods and services utilizing Fort Bend County contracts. If you are still interested in utilizing our contracts, please sign page 6 and forward the full package to the Purchasing Department. Once executed by the City, I will take the agreement before Commissioners Court for their approval. If you have any questions please call.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Kaminski".

Debbie Kaminski, CPPB
Assistant County Purchasing Agent

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND THE CITY OF ROSENBERG**

This Interlocal Agreement is entered into between the County of FORT BEND, hereinafter referred to as "County", and the City of ROSENBERG, hereinafter referred to as "City".

WHEREAS, the City desires the County's assistance in purchasing certain governmental administrative functions, goods or services;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the governing body of said County has duly authorized this agreement; and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein County and City hereby agree as follows:

ARTICLE I.
PURCHASE OF CERTAIN MATERIALS AND SERVICES

The City appoints County its true and lawful purchasing agent for the purchase of certain materials and services through the County's purchasing program, as enumerated through the submission to the County's purchasing agent of a duly executed purchase order, order form or resolution. This Agreement shall apply only to those materials and services which the County desires to purchase for its own needs and where the city desires to purchase the same or similar materials and services. All materials and services purchased hereunder shall be in accordance with specifications established by County.

The materials and services shall be procured in accordance with procedures governing competitive bidding by County; and the costs for materials and services purchased by City pursuant to this Agreement shall be the prices as reflected by the lowest responsible bidder.

ARTICLE II.
TERMS AND CONDITIONS OF PURCHASE

In addition to the other terms and conditions contained in this Agreement, the goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the bid specifications to be used by County, taking into consideration the amount and kinds of materials and services requested by the City.

The County shall be responsible for the preparation of specifications, advertisement of bids and such other administrative duties as may be necessary to facilitate the materials and services hereunder. The County shall also be responsible for receiving, opening and awarding of the bids. The County promises to consult with the City prior to the preparation of all bids pertaining to this Agreement to determine the specific amount and kind of materials and services requested by the City. Additionally, at the City's request, the County promises to keep the City informed of the status of all procurements which are the subject of this Agreement. Specifications, submittal of bids, tabulations and all other documents relating thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to the City at all reasonable times for inspection. County agrees to provide bid tabulations on all applicable bids.

The County agrees that it shall award the bid, for items which it had previously designated for purchase, to the lowest responsible bidder.

Nothing herein shall obligate the City to purchase any materials or services from the County.

The City agrees to buy any and all services and materials covered by this Agreement except those services or materials where the quantity of such service or material is less than the minimum quantity stated in each bid by the Vendor.

**ARTICLE III.
RESPONSIBILITY**

The City and County agree that the ordering of supplies and materials purchased through this agreement shall be their individual responsibility and that any dispute arising between individual successful bidders and the City shall be handled by the City and the bidder. Bidders shall bill the City directly for the materials ordered by it.

**ARTICLE IV.
LIABILITY**

Both parties shall be liable to the successful bidder only for supplies or materials ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

**ARTICLE V.
PRICE AND PAYMENT**

The goods and services will be purchased for the price(s) stated in the lowest and best bid(s) received and awarded by County to Vendor(s). City agrees to pay Vendor(s) directly for all goods and services delivered or picked up by City in accordance with the price specified in the bid(s) of the successful bidder(s). The City agrees to pay within thirty (30) days after receipt from the Vendor of invoice by City's Finance Department.

Ownership (title) of material purchased shall transfer directly from the successful bidder to the City.

ARTICLE VI.
APPLICABLE LAWS

County and City agree to conduct all activities under this agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE VII.
WHOLE AGREEMENT

This Interlocal Agreement, as provided herein, constitutes the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent to the parties.

ARTICLE VIII.
DURATION

The period of this Interlocal Agreement shall commence upon January 1, 1998 and shall terminate on December 31, 1998.

The County or the City may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of the City, including its obligation to pay County for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the City.

ARTICLE IX.
CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment thereto, and shall become effective on the date designated by such law or regulation.

ARTICLE X.
NOTIFICATION

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section.

To County: County of Fort Bend
 Attn: Gilbert Jalomo, Purchasing Agent
 500 Liberty Street
 Richmond, Texas 77469

To City: City of Rosenberg
 Attn: Mayor
 P.O. Box 32
 Rosenberg, Texas 77471

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid.

ARTICLE XI.
SEVERABILITY

Both parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE XII.
FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

FORT BEND COUNTY

By: Mike D. Rozell
Michael D. Rozell, County Judge

Date: 1-28-98

CITY OF ROSENBERG

By: Dorothy W. Ryan

Title: MAYOR

Date: 1-6-98

ATTEST:
Dianne Wilson
Dianne Wilson
County Clerk

ATTEST:
Sam Adolphus
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY
AND THE CITY OF ROSENBERG**

This Interlocal Agreement is entered into between the County of FORT BEND, hereinafter referred to as "County", and the City of ROSENBERG, hereinafter referred to as "City".

WHEREAS, the City desires the County's assistance in purchasing certain governmental administrative functions, goods or services;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the governing body of said County has duly authorized this agreement; and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein County and City hereby agree as follows:

**ARTICLE I.
PURCHASE OF CERTAIN MATERIALS AND SERVICES**

The City appoints County its true and lawful purchasing agent for the purchase of certain materials and services through the County's purchasing program, as enumerated through the submission to the County's purchasing agent of a duly executed purchase order, order form or resolution. This Agreement shall apply only to those materials and services which the County desires to purchase for its own needs and where the city desires to purchase the same or similar materials and services. All materials and services purchased hereunder shall be in accordance with specifications established by County.

The materials and services shall be procured in accordance with procedures governing competitive bidding by County; and the costs for materials and services purchased by City pursuant to this Agreement shall be the prices as reflected by the lowest responsible bidder.

ARTICLE II
TERMS AND CONDITIONS OF PURCHASE

In addition to the other terms and conditions contained in this Agreement, the goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the bid specifications to be used by County, taking into consideration the amount and kinds of materials and services requested by the City.

The County shall be responsible for the preparation of specifications, advertisement of bids and such other administrative duties as may be necessary to facilitate the materials and services hereunder. The County shall also be responsible for receiving, opening and awarding of the bids. The County promises to consult with the City prior to the preparation of all bids pertaining to this Agreement to determine the specific amount and kind of materials and services requested by the City. Additionally, at the City's request, the County promises to keep the City informed of the status of all procurements which are the subject of this Agreement. Specifications, submittal of bids, tabulations and all other documents relating thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to the City at all reasonable times for inspection. County agrees to provide bid tabulations on all applicable bids.

The County agrees that it shall award the bid, for items which it had previously designated for purchase, to the lowest responsible bidder.

Nothing herein shall obligate the City to purchase any materials or services from the County.

The City agrees to buy any and all services and materials covered by this Agreement except those services or materials where the quantity of such service or material is less than the minimum quantity stated in each bid by the Vendor.

**ARTICLE III.
RESPONSIBILITY**

The City and County agree that the ordering of supplies and materials purchased through this agreement shall be their individual responsibility and that any dispute arising between individual successful bidders and the City shall be handled by the City and the bidder. Bidders shall bill the City directly for the materials ordered by it.

**ARTICLE IV.
LIABILITY**

Both parties shall be liable to the successful bidder only for supplies or materials ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

**ARTICLE V.
PRICE AND PAYMENT**

The goods and services will be purchased for the price(s) stated in the lowest and best bid(s) received and awarded by County to Vendor(s). City agrees to pay Vendor(s) directly for all goods and services delivered or picked up by City in accordance with the price specified in the bid(s) of the successful bidder(s). The City agrees to pay within thirty (30) days after receipt from the Vendor of invoice by City's Finance Department.

Ownership (title) of material purchased shall transfer directly from the successful bidder to the City.

ARTICLE VI.
APPLICABLE LAWS

County and City agree to conduct all activities under this agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE VII.
WHOLE AGREEMENT

This Interlocal Agreement, as provided herein, constitutes the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent to the parties.

ARTICLE VIII.
DURATION

The period of this Interlocal Agreement shall commence upon January 1, 1998 and shall terminate on December 31, 1998.

The County or the City may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of the City, including its obligation to pay County for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the City.

ARTICLE IX.
CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment thereto, and shall become effective on the date designated by such law or regulation.

ARTICLE X.
NOTIFICATION

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section.

To County: County of Fort Bend
 Attn: Gilbert Jalomo, Purchasing Agent
 500 Liberty Street
 Richmond, Texas 77469

To City: City of Rosenberg
 Attn: Mayor
 P.O. Box 32
 Rosenberg, Texas 77471

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid.

ARTICLE XI.
SEVERABILITY

Both parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE XII.
FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

FORT BEND COUNTY

By: Mike D. Rozell
Michael D. Rozell, County Judge

Date: 1-28-98

CITY OF ROSENBERG

By: Dorothy W. Ryan

Title: MAYOR

Date: 1-6-98

ATTEST:
Dianne Wilson
County Clerk

ATTEST:
Sam Adolphus
City Secretary

ORIGINAL
INVOICE

CC 1-27-98

AGENDA ITEM

RUST ENVIRONMENT & INFRASTRUCTURE

2929 Briarpark Drive Suite 600 Houston, TX 77042

To:
FORT BEND COUNTY ROAD DISTRICT
1124-52 BLUME ROAD
P O BOX 1449
ROSENBURG TX 77471-1449

Attention: RON DRACHENBURG

Job Number	150064	Invoice Number	001-150064
Invoice Date	Jan 6, 1998	Please reference invoice number on check	
RE:	FT. BEND PARKWAY E.I.S. PM: HARRY SIMEONIDIS		
Terms:	NET 30 DAYS		
Please Remit To:	Rust Environment & Infrastructure Inc. P.O. Box 73981 Chicago, IL 60673-7981		

Please do not send correspondence to remittance address.

Billing Information

For period ending February 28, 1997

IN CONJUNCTION WITH FORT BEND PARKWAY EIS.

LUMP SUM	40,000.00
Total Amount Due This Invoice:	40,000.00

*Approved
H. Simeonidis
1/8/98*

	Contract
Prior	
Current	40,000.00
Total	40,000.00