IMAGED 964 PAGES
ON 3-27-09.
DATE

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, MARCH 17, 2009
1:00 O'CLOCK P.M.

AGENDA

1. Call to Order.

2. Invocation and Pledge of Allegiance by Commissioner Morrison.

3. Approve minutes of regular meeting held on March 3, 2009.

4. Public Comments regarding the Agenda and Announcements.

5. PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearing regarding the replat for Kingbell Shopping Center, Replat No. 1, Precinct 3.

CONSENT AGENDA ITEMS 6 – 22:

6. **OUT OF STATE TRAVEL:**

   A. Enter into Minutes the out-of-state travel by elected official:
   Constable, Pct. 2: Constable Ruben Davis to Norfolk, Virginia, July 24-29, 2009, to attend the National Organization of Black Law Enforcement (NOBLE) annual training conference. (Fund: Constable, Pct. 2, Travel)

   B. Approve out-of-state travel requests for County personnel:
   1) **AgriLife Extension Office: Shelley Pappas to Baltimore, Maryland, May 18-21, 2009, to attend Children Youth & Families Conference. (Fund: Extension Office, Travel)**
   2) **Constable, Pct. 2: Rodney Pentecost to Norfolk, Virginia, July 24-29, 2009, to attend the National Organization of Black Law Enforcement (NOBLE) annual training conference. (Fund: Constable, Pct. 2, Travel)**
   3) **Emergency Management: Jeff Braun to Minneapolis, Minnesota, April 24-29, 2009, to attend the 2009 National Planning Conference. (Fund: Emergency Management, Travel)**
   4) **Health & Human Services: Kaye Reynolds to Phoenix, Arizona, June 9-12, 2009, to attend the National Conference on Tobacco or Health. (Fund: Tobacco Prevention and Control Coalition Program Gant)**

OUT OF STATE TRAVEL (Continued)

5) **Sheriff's Office:**
   a. **Ratify travel by Aaron Volz and Arlana Haydel to Shawnee, Kansas, February 8-11, 2009, for Image Now System Administrator training. (Fund: Sheriff, Enforcement, Travel)**
   b. **Ratify travel by Reggie Powell to Lafayette, Louisiana, March 9-11, 2009, for court testimony in criminal case. (Fund: Sheriff, Enforcement, Travel)**
   c. **Aramis Gonzales and Jose Hernandez to Sacramento, California, March 17-18, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
   d. **Michael Patton and Sonny Colunga to Las Vegas, Nevada, April 13-16, 2009, to attend Public Agency Training Seminar. (Fund: Gus George Academy, Travel)**

7. **COUNTY JUDGE: Approve the reappointment of James Clark on behalf of Precinct 2 and Jon Strange on behalf of Precinct 3 to the Board of Directors of the Fort Bend Subsidence District for a term of two years, commencing February 1, 2009.**

8. **COMMISSIONER, PCT. 1:**
   A. **Approve Project Agreement between Fort Bend County and City of Rosenberg to provide assistance with widening the intersection of frontage road on US Highway 59 and Cottonwood Church Road, County expenditure not to exceed $4,540. (Fund: Road & Bridge, Multi)**
   B. **Approve Project Agreement between Fort Bend County and Town of Thompsons to provide assistance with demolishing a structure to address a health and safety hazard, County expenditure not to exceed $920. (Fund: Road & Bridge, Multi)**

9. **BUDGET TRANSFERS:**
   A. **AgriLife Extension Office: Approve transfer in the amount of $8,822 as detailed on Director's form to allocate funds into Capital Acquisitions for completion of the metal storage shed, fencing, and gate for the Extension Office.**
   B. **Constable, Pct. 1: Approve transfer in the amount of $1,000 as detailed on Auditor's form dated March 3, 2009, to allocate additional funds into correct line item for purchase of mobile data terminal for law enforcement agreement with Fort Bend County Municipal District No. 23.**
   C. **Constable, Pct. 3: Approve transfer in the amount of $4,600 as detailed on Auditor's form dated March 3, 2009, to allocate funds into correct line item for purchase of mobile data terminal for law enforcement agreement with Cinco Ranch.**

BUDGET TRANSFERS (Continued)

D. County Clerk:

1) **Approve transfer in the amount of $25,910 from salary line items into Non-Departmental Contingency to reallocate funds budgeted for position planned for Cinco Ranch and Missouri City Annexes; position not required due to delay in opening of annex offices.**
2) **Approve transfer in the amount of $106,852 from line items detailed on County Clerk's form dated March 3, 2009, into Non-Departmental Contingency to reallocate funds budgeted for equipment and supplies planned for Cinco Ranch and Missouri City Annexes; funds not required due to delay in opening of annex offices.**
3) **Approve transfer in the amount of $36,000 from Records Management, Contingency, into Fees to allocate funds for purchase of Migration Services from Oracle to SQL Server 2005.**

E. Emergency Management:

1) **Approve transfer in the amount of $145 from Fees into Utilities to allocate funds for costs associated with additional services and monthly fees for conference phones in the Office of Emergency Management.**
2) **Approve transfer in the amount of $345 from Fees into Information Technology to allocate additional funds needed for computer equipment and software.**

F. Fire Marshal: Approve transfer in the amount of $1,175 from Capital Acquisitions and Property and Equipment into Information Technology to allocate funds for replacement of back-up units due to failure.

10. CONSTABLE, PCT. 2:

A. Record into Minutes the Racial Profiling Annual Report pursuant to Code of Criminal Procedure, for 2008 from the Office of Constable, Precinct 2.
B. Approve renewal of Agreement between Fort Bend County and Quail Bridge Community Improvement Association for Additional Law Enforcement Services for a six-month period, April 1, 2009 through September 30, 2009.

11. ENGINEERING:

A. Approve payment of Invoice No. 209026 (Pay Estimate No. 12) in the amount of $12,169.10 to Klotz Associates regarding labor rates relating to the Fort Bend County Mobility Bond Projects, Precincts 1, 2, 3 and 4. (Fund: Mobility Bonds)
B. Approve payment of Invoice No. 3124 in the amount of $25,167.50 to Property Acquisition Services (PAS) for various right-of-way acquisition services, Precincts 1, 2, 3 and 4. (Fund: Right of Way)
C. Approve payment of Invoice No. 299126 (Pay Estimate No. 6) in the amount of $1,490.00 to TEDSI Infrastructure Group regarding the expansion of Harlem Road, Mobility Bond Project #725-A, Precincts 3 and 4. (Fund: Mobility Bonds)

ENGINEERING (Continued)

D. **Approve payment of Invoice No. 5587 (Pay Estimate No. 7) in the amount of $4,035.86 to Othon, Inc. regarding the expansion of Ransom Road (from River Park to Main Street in Fort Bend County and City of Richmond), Mobility Bond Project #747, Precinct 1. (Fund: Mobility Bonds)**

E. **Approve payment of Invoice No. C3X41400-07 (Pay Estimate No. 6) in the amount of $50,036.12 to Jacobs Engineering Group, Inc. regarding Katy-Gaston Road (from Cinco Ranch to FM 1093), Mobility Bond Project #733, Precinct 3. (Fund: Mobility Bonds)**

F. **Approve payment of Invoice No. C3X41400-08 (Pay Estimate No. 7) in the amount of $208,642.32 to Jacobs Engineering Group, Inc. regarding Katy-Gaston Road (from Cinco Ranch to FM 1093), Mobility Bond Project #733, Precinct 3. (Fund: Mobility Bonds)**

G. **Approve payment of Invoice No. 06-106924 (Pay Estimate No. 24) in the amount of $120,590.30 to Triple B Services, L.L.P. regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #17, Precinct 2. (Fund: Mobility Bonds)**

H. **Approve payment of Invoice No. 6060355 (Pay Estimate No. 5) in the amount of $6,983.74 to AECOM USA, Inc. regarding Old Richmond Road (from FM 1464 to West Airport), Mobility Bond Project #728, Precinct 4. (Mobility Bonds)**

I. **Approve payment of Invoice No. 9432 (Pay Estimate No. 7) in the amount of $16,938.00 to IDCUS, Inc. dba IDC, Inc. regarding the expansion of Harlem Road, Mobility Bond Project #725, Precinct 3. (Fund: Mobility Bonds)**

J. **Approve payment of Invoice No.151100 (Pay Estimate No. 18) in the amount of $15,307.51 to Jones & Carter, Inc. for Fifth Street Paving and Drainage Project (FM 1092 to FM 2234), Mobility Bond Project #17, Precinct 2. (Fund: Mobility Bonds)**

K. **Approve the plat for Whispering Oaks Partial Replat No. 1, Pct. 3.**

L. **Approve the plat for Lamar CISD Elementary School No. 21, Pct. 3.**

M. **Approve plat for the roads within Silver Ranch, Section 2, Pct. 3.**

N. **Approve plat for the lots within Silver Ranch, Section 2, Pct. 3.**

O. **Approve the plat for River's Edge Park Reserve, Pct. 1.**

P. **Approve the plat for Fort Bend Independent School District High School No. 11, Precinct 1.**

Q. **Approve the plat for Four Corners Industrial Park, Pct. 4.**

R. **Approve plat for the roads within Creekstone at Riverstone, Section 5, Pct. 4.**

S. **Approve plat for the lots within Creekstone at Riverstone, Section 5, Pct. 4.**

T. **Approve application from AT&T Texas to bore under and bury cable along Pitts, Precinct 3.**

U. **Approve application from Identity Architects / Hennesse Companies, Inc. to construct a driveway tie-in and sidewalk along Seven Meadows Parkway, Precinct 3.**

V. **Approve application from BNSF Railway to construct a driveway tie-in onto Sun Ranch Drive, Precinct 1.**

ENGINEERING (Continued)

W. Approve application from M.C. Image Construction, Inc. to construct driveway tie-ins onto Clayhead, Precinct 2.

X. Approve application from Hurtado Construction Company to backfill and re-grade road ditch on west side of Benton, Precinct 1.

Y. Approve application from CenterPoint Entex to bore under and bury a 4-inch plastic gas line along Long Point Slough and Lakemont Bend Lane, Precinct 3.

Z. Approve application from TDK Construction Company to construct two driveway tie-ins, one on South Mason Road and one on Fry Road, Precinct 3.

AA. Accept the streets in Karaugh, Section 1, Pct. 3.

Karaugh Drive North	2,108.00 LF
Shamrock Lane	552.00 LF
TOTAL:	2,660.00 LF

BB. Accept the street in Edo Estates and release bond #564443S in the amount of $21,000.00, Pct. 3.

Edo Circle	346.21 LF

CC. Accept the street in Mason Road Extension and Reserve and release bond #929420993 in the amount of $79,095.80, Pct. 3.

Mason Road	564.97 LF

DD. Accept the street in Mason Road South of Lakemont Bend Lane St. Dedication and release bond #929355455 in the amount of $183,260.00, Pct. 3.

Mason Road	1,308.92 LF

EE. Accept the streets in Cinco Ranch Southwest, Section 17 and release bond #SU5023940 in the amount of $396,900.00, Pct. 3.

Glendale Hill Drive	693.60 LF
Sebey Ridge Lane	768.96 LF
Nicollet Lake Lane	804.00 LF
Kyler Cove Lane	976.61 LF
Slover Creek Lane	319.88 LF
Fiona Sky Lane	1,227.36 LF
Cinco Terrace Drive	486.71 LF
TOTAL:	5,277.12 LF

FF. Accept the streets in Cinco West at Seven Meadows, Section 6 and release bond #SU5023830 in the amount of $168,280.00, Pct. 3.

Dawn Cloud Lane	199.32 LF
Tramonte Trail	723.56 LF
Pear Blossom Lane	167.05 LF
Crystal Wind Lane	181.48 LF
Josey Springs Lane	218.39 LF
Mia Rose Court	397.65 LF
Brad Hurst Court	518.33 LF
TOTAL:	2,405.78 LF

ENGINEERING (Continued)

GG. **Accept the streets in Fulbrook, Section 2F and release Letter of Credit #2729-S in the amount of $161,000.00, Pct. 3.**

Fulbrook Road	**1,443.42 LF**
Rolling Woods Trail	**1,173.78 LF**
Woodside Lane	**496.77 LF**
TOTAL:	**3,113.97 LF**

HH. **Accept the streets in Fulbrook, Section 3B and release Letter of Credit #2893-S in the amount of $149,500.00, Pct. 3.**

Lower Oxbow Trace	**2,251.58 LF**
Whistling Duck Lane	**701.68 LF**
TOTAL:	**2,953.26 LF**

II. **Accept the streets in Fulbrook, Section 5A and release Letter of Credit #2830-S in the amount of $198,000.00, Pct. 3.**

Riverlake Road	**2,248.86 LF**
Old Pecan Trail	**851.97 LF**
Pecan Reserve Road	**842.78 LF**
TOTAL:	**3,940.61 LF**

JJ. **Set public hearing for acceptance of the traffic control plan for Karaugh, Section 1 and Section 2, Pct. 3.** ***(Tuesday, April 14, 2009, at 1:00 p.m.)***

KK. **Set public hearing for acceptance of the traffic control plan for Edo Estates, Precinct 3.** ***(Tuesday, April 14, 2009, at 1:00 p.m.)***

LL. **Set public hearing for acceptance of the traffic control plan for Mason Road Extension and Reserve, and Mason Road South of Lakemont Bend Lane St. Dedication, Pct. 3.** ***(Tuesday, April 14, 2009, at 1:00 p.m.)***

MM. **Set public hearing for acceptance of the traffic control plan for Cinco Ranch Southwest, Section 17, and Cinco West at Seven Meadows, Section 6, Pct. 3.** ***(Tuesday, April 14, 2009, at 1:00 p.m.)***

NN. **Set public hearing for acceptance of the traffic control plan for Fulbrook, Section 2F, Section 3B and Section 5A, Pct. 3.** ***(Tuesday, April 14, 2009, at 1:00 p.m.)***

OO. **Set public hearing for acceptance of the traffic control plan for Cottonwood School Road, Sims Road and Zunker Road, Pct. 1.** ***(Tuesday, April 14, 2009, at 1:00 p.m.)***

PP. **Set public hearing for LaQuinta - Sugar Land being a partial replat of Restricted Reserve "A", Block 1 of Sunnyland United Plaza, Pct. 3.** ***(Tuesday, April 28, 2009, at 1:00 p.m.)***

QQ. **Set public hearing for Walmart Murphy Parkway Lakes, being a replat of restricted Reserve "A" of Shops at Parkway Lakes, Pct. 3.** ***(Tuesday, April 28, 2009, at 1:00 p.m.)***

RR. **Set public hearing for Kingdom Heights, Section1 Partial Replat No. 1, Pct. 1.** ***(Tuesday, April 28, 2009, at 1:00 p.m.)***

12. **FACILITIES MANAGEMENT & PLANNING: The Director of Facilities Management & Planning submits the following invoices for payment on the following projects:**
    - **A. Invoice No. 58047349 in the amount of $841.98 to MSC Industrial Supply for supplies used for the Vehicle Maintenance Expansion Project. (Fund: Facility Bond Project)**
    - **B. Invoice No. 27098 in the amount of $4,368.00 to 2M Business Products for furniture, fixture and equipment costs associated with the Jail Expansion Project. (Fund: Facility Bond Project)**
    - **C. Invoice No. T025966 in the amount of $2,669.50 to Terracon Consultants, Inc. for professional services regarding the Gus George Academy. (Fund: Facility Bond Project)**
    - **D. Pay Application No. 20810-6 in the amount of $737,860.83 to Brookstone, L.P. for construction services regarding the Sienna Library. (Fund: Facility Bond Project)**
    - **E. Pay Application No. 2 in the amount of $77,892.65 to Tremco Weatherproofing Technologies, Inc. for damage to the First Colony Library and the Fulshear Library due to Hurricane Ike. (Fund: Hurricane Ike)**

13. **FAIRGROUNDS: Approve acceptance of $728.00 in satisfaction of County's claim and authorize County Judge to execute property damage release of all claims against Innovation Event Management, L.P. for property damage sustained on October 25, 2007, Claim #FZQ0798; settlement amount adjusted due to depreciated value of wall.**

14. **HEALTH & HUMAN SERVICES:**
    - **A. Approve travel by Susan Harris, Coalition Member, Tobacco Free Fort Bend, to Phoenix, Arizona, June 9-12, 2009, and authorize reimbursement of expenses to attend the National Conference on Tobacco or Health. (Fund: Tobacco Prevention and Control Coalition Program Grant)**
    - **B. Emergency Medical Service: Approve renewal of First Responder Agreement between Fort Bend County and Fort Bend County Emergency Services District No. 2 effective through September 30, 2010.**

15. **HUMAN RESOURCES: Approve applications for withdrawal of hours from the Shared Sick Leave Pool:**
    - **A. Employee of Juvenile Probation, Position No. 5751-0086 (subject to approval by Juvenile Board) — 80 hours**
    - **B. Employee of Sheriff's Office, Position No. 5601-0306 — 146 hours**

16. **JUSTICE OF THE PEACE, PCT. 1, PL. 1: Record into minutes the Certificates of Course Completion awarded to Judge Gary D. Janssen for the Public Information Act, pursuant to Local Government Code §552.012.**

17. PARKS DEPARTMENT: Approve Pay Application No. 4 (final) in the amount of $25,000.00 to Evans Construction for construction services regarding expansion of the Fairgrounds Pavilion. (Fund: Fairgrounds Pavilion)

18. PUBLIC TRANSPORTATION: Approve correction to Agenda Item 28A, an Agreement between Fort Bend County and Milligan & Company L.L.C. for Triennial Review Services, approved by Commissioners Court on February 24, 2009, to change the amount from $61,000 to $61,900. (Fund: Transportation Grants)

19. PURCHASING:

- **A. Authorize advertising for bids/proposals for chiller replacement at Jane Long Annex.**
- **B. Accept the letter of resignation from Crain Zamora, LLC as program manager for facility bond projects, as stated in letter dated March 3, 2009.**
- **C. Authorize advertising for bids for improvements to Greenbusch Road, from Katy Flewellen Road to Shadow Forest, Mobility Bond Project No. 734, Precinct 3.**

20. ROAD & BRIDGE: Approve renewal of Interlocal Agreements between Fort Bend County and the following entities for the purchase of fuel through September 30, 2009: City of Arcola; City of Sugar Land; and Kendleton Independent School District.

21. SHERIFF'S OFFICE: Record into Minutes the Racial Profiling Annual Report pursuant to Code of Criminal Procedure, for 2008 from the Sheriff's Office.

22. TAX ASSESSOR/COLLECTOR:

- **A. Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on March 2, 2009, for an amount totaling $201,006.16.**
- **B. Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on March 10, 2009, for an amount totaling $18,472.42**

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23. COUNTY JUDGE:

- A. Take all appropriate action to authorize reimbursement by Invoice Transmittal in the amount of $40.32 to Erik Stankus for purchase of supplies without a purchase order (Fund: Courthouse Security, Operating)
- B. Take all appropriate action to approve payment in the amount of $35,000 to Gulf Coast Rail Authority for FY09 annual participation. (Fund: Non-Departmental-Fees)
- C. Take all appropriate action to approve engagement letter by Null-Lairson, P.C for audit services necessary for compliance by the Fort Bend County Public Transportation Department for financial data reported in the National Transit Database (NTD) to the Federal Transit Administration (FTA) for fiscal year 2008. (Fund: Non-Departmental, Fees)
- D. Take all appropriate action on Resolution Opposing Passage of HB 1184 relating to determining population for the creation of civil service systems in certain counties.

24. COMMISSIONER, PCT. 1:
    A. Take all appropriate action to appoint Michael L. Johnson as Director for Sienna Plantation Levee Improvement District to fill the vacancy created by the resignation of Jeffrey Scarborough, for a term that expires on July 20, 2011.
    B. Take all appropriate action on request by Evan Choi, representing Acme Exclusive Homes, LLC, to waive penalty and interest, including attorney fees, totaling $7,838.71 on property taxes for Tax Years 2006 and 2007, Pct. 1.
    C. Take all appropriate action on Resolution by Fort Bend County in support of President Obama's budget for the Clear Creek Federal Flood Control Project item for the U.S. Army Corp of Engineers General Reevaluation Report on Clear Creek.

25. COMMISSIONER, PCT. 2:
    A. Take all appropriate action to suspend the requirement for soliciting statements of qualification for architectural and engineering services for the Precinct 2 Senior Citizens Center, and authorize contract negotiations with Archi*Technics/3.
    B. Take all appropriate action on request to transfer the amount of $1,205,000 from General Fund Projects into Precinct 2 Service Center Project, to allocate additional funds required for the Missouri City Annex.

26. COMMISSIONER, PCT. 3:
    A. Take all appropriate action on request to waive any and all permitting fees (including Fort Bend County Engineering fees) for construction of the new Fire Station No. 3, to be located at 26051 Fulshear-Gaston Road in Richmond, Texas.
    B. Take all appropriate action on request by Kevin Daniels, representing The Good Faith Group, Inc., to waive penalty and interest, including attorney fees, totaling $56.16 on property taxes for Tax Year 2007, Pct. 3.

27. AUDITOR:
    A. Take all appropriate action on request to transfer the amount of $109,488 from Non-Departmental Contingency into Elections Administration ($108,353) and Treasurer's Office ($1,135) line items detailed on Auditor's form dated March 10, 2009, for reallocation of FY 2008 expenses into FY 2009 budget.
    B. Take all appropriate action on request to transfer the amount of $342,517 from County Clerk, Records Management, Fund Balance, into Records Management Contingency, to reallocate funds used for rollover FY 2008 purchases.

28. ELECTIONS ADMINISTRATION: Take all appropriate action on Joint Election Agreements between Fort Bend County and the following entities for Municipal and School District elections to be held on May 9, 2009: City of Fulshear, City of Meadows Place, City of Missouri City, City of Rosenberg, Fort Bend Independent School District, and Lamar Consolidated Independent School District.

29. EMERGENCY MANAGEMENT:
    A. Take all appropriate action on request for additional grant funded position, Planning Coordinator, Grade 11 of the Professional/Management Policy Group, effective March 21, 2009. (Fund: 2008 UASI Grant)
    B. Take all appropriate action on request for addition of a new grant funded position, Regional Public Information and Crisis Communications Systems Administrator, Grade 12 of the Professional/Management Policy Group, effective March 21, 2009. (Fund: 2008 UASU Grant)
    C. Take all appropriate action on Agreements between Fort Bend County and the following entities for assignment of PIER Centers to the jurisdictions: City of Missouri City; City of Sugar Land; City of Rosenberg; Lamar Consolidated Independent School District; Fort Bend Independent School District; City of Pasadena; Metropolitan Transit Authority of Harris County; Texas Medical Center; Harris County Department of Education; Montgomery County; Galveston County; South Texas Project; National Aeronautics and Space Administration; Montgomery County Hospital District; Conroe Independent School District; and Harris County.

30. ENGINEERING:
    A. Take all appropriate action on Interlocal Agreement between Fort Bend County and City of Katy for improvements to Kingsland Boulevard, Mobility Bond Project No. 762, Precinct 3.
    B. Take all appropriate action on Agreement between Fort Bend County and Dannenbaum Engineering Group to prepare a Pass-Through Financing Project with the Texas Department of Transportation (TxDOT) for an amount not to exceed $30,000 to develop FM 1093 Frontage Roads and main toll lanes in Fort Bend County between Grand Parkway (SH 99) and the intersection of FM 1463 and FM 359 (West Park Extension), Precinct 3. (Fund: Engineering, Fees)

31. FACILITIES MANAGEMENT & PLANNING: Take all appropriate action on request to transfer the amount of $10,000 from Non-Departmental Contingency into Facilities, Utilities, to allocate funds for unbudgeted, projected electrical costs for the newly installed field lighting and concession stand at South Post Oak Park, Precinct 2.

32. FIRE MARSHAL: Take all appropriate action on Order Prohibiting Outdoor Burning in Fort Bend County, Texas, pursuant to Local Government Code §352.081.

33. HEALTH & HUMAN SERVICES:
    A. Environmental Health: Take all appropriate action on Agreement between Fort Bend County and City of Weston Lakes for the Inspection of Newly Constructed On-Site Sewage Disposal Systems and OSSF Nuisance Compliance effective through September 30, 2009.
    B. Social Services: Take all appropriate action on request to transfer the amount of $2,000 from Non-Departmental Contingency into Social Services, Temporary Part-Time to allocate funds needed for part-time licensed social worker through May, 2009, due to family medical leave by staff.

34. LIBRARY: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $100.00 to City of Sugar Land for alarm response fees incurred without a purchase order. (Fund: Library, Fees)

35. PUBLIC TRANSPORTATION:
    A. Take all appropriate action to authorize County Judge to sign and the Transportation Director to submit project proposal along with the project budget to the Texas Commission on Environmental Quality under the Local Initiative Projections.
    B. Take all appropriate action to authorize the County Judge to sign and the Transportation Director to submit an application to Houston-Galveston Area Council for the Congestion Mitigation Air Quality Grant to provide transportation services.
    C. Take all appropriate action to set a Public Hearing to receive public comments on Fort Bend County's award of FY09 Section 5310 Elderly and Disabled and FY09 Section 5311 Rural Transportation Program Funding, to be conducted on Tuesday, April 7, 2009, at 1:00 p.m. in the Commissioners Courtroom, located on the Seventh Floor of the Wm. B. Travis Building in Richmond, Texas.

36. PURCHASING:
    A. Take all appropriate action on the following:
        1) Bid #09-041 for construction of Missouri City Annex; and
        2) Bid #09-053 for the purchase of equipment filters.
    B. Take all appropriate action to replace, upgrade and enhance required Information Technology hardware necessary to establish disaster recovery program for the County Clerk as follows:
        1) Purchase of SQL server migration from Manatron, a sole source provider, not to exceed $36,000. (Fund: County Clerk, Records Management)
        2) Purchase of Magnitude SAN from The Harding Group utilizing Texas DIR Contract #DIR-SSD-252, not to exceed $230,243. (Fund: County Clerk, Records Management)
        3) Purchase of CCIMAGE server from Dell utilizing Texas DIR Contract #DIR-SDD-890, not to exceed $10,000. (Fund: County Clerk, Records Management)
    C. Take all appropriate action to authorize the purchase of Proofpoint software from SHI utilizing Texas DIR Contract #DIR-SDD-294, not to exceed $60,000. (Fund: Risk Management, Fees)
    D. Take all appropriate action to authorize contract negotiations with Crain Zamora LLC for design/build of four story parking garage, pursuant to SOQ #09-042.
    E. Take all appropriate action to approve Agreement between Fort Bend County and Systems Commissioning, Inc for professional mechanical testing and balancing services on the Jail expansion project, pursuant to SOQ #09-040, not to exceed $161,235. (Fund: Facility Bond Project)
    F. Take all appropriate action to authorize the purchase of one (1) passenger van from Helfman Ford, not to exceed $22,940. (Fund: Community Supervision & Corrections Department)

PURCHASING (Continued)

G. Take all appropriate action to authorize the purchase of one (1) non-police package 4-door sedan from Helfman Ford pursuant to Bid #07-003, not to exceed $13,919. (Fund: Community Supervision & Corrections Department)
H. Take all appropriate action on Change Order No. 1 from Hot Rod Mechanical, Inc. pursuant to Bid #09-026, not to exceed $968. (Fund: Library)

37. SHERIFF'S OFFICE:
A. Take all appropriate action on Agreement between Fort Bend County and Organized Crime Drug Enforcement Task Forces (OCDETF) for the use of State and Local Overtime and Authorized Expense/Strategic Initiative Program effective through September 30, 2009.
B. Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $123.99 to All-Right Mowers for lawn equipment repair service performed without a purchase order. (Fund: Sheriff, Detention, Operating, Fees)
C. Take all appropriate action on amended Agreement between Fort Bend County and Harold Anderson for services as Intelligence Coordinator for the HIDTA program through April 30, 2009. (Fund: HIDTA Grant)
D. Take all appropriate action on amended Agreement between Fort Bend County and David Knight dba Aramis Consultants, LLP, for services as Deputy Director for the HIDTA program through April 30, 2009. (Fund: HIDTA Grant)

38. TAX ASSESSOR/COLLECTOR: Take all appropriate action on Agreement between Fort Bend County and Pitney Bowes for lease of an upgraded mail folding/stuffing machine at a reduced monthly fee of $492 for forty-eight months. (Fund: Tax Office, Rentals)

39. Approve Bills.

40. Ratify release of time-sensitive bills on March 12, 2009.

41. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:
§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
A. Land Matters, Precinct 3: Greenbusch Road, Mobility Bond Project No. 732.
B. Land Matters, Precinct 3: Katy-Flewellen Road, Mobility Bond Project No. 734.

42. Reconvene Open Session and consider taking action on the following matters:
§ 551.072. Deliberation Regarding Real Property.
A. Land Matters, Precinct 3: Greenbusch Road, Mobility Bond Project No. 732.
B. Land Matters, Precinct 3: Katy-Flewellen Road, Mobility Bond Project No. 734.

43. 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.

Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Friday, March 13, 2009, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: www.co.fort-bend.tx.us under Commissioners Court.

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. The County's ADA Coordinator is the Director of Facilities Management & Planning, located at 1402 Band Road, Suite 100, in Rosenberg, Texas, 77471, and can be reached at telephone number 281-633-7045. The Director of Facilities Management & Planning is designated to coordinate compliance with the non-discrimination requirements 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

The County Commissioners Court of Fort Bend County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

FILED FOR RECORD
NO_____ TIME 2:27 A.M. (P.M.)
MAR 1 3 2009
Dianne Wilson
County Clerk Fort Bend Co. Tex.

March 17, 2009

NOTICE OF MEETING
FORT BEND COUNTY DRAINAGE DISTRICT – BOARD OF DIRECTORS
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, MARCH 17, 2009
1:00 O'CLOCK P.M.

FILED FOR RECORD
NO_____ TIME 2:12 A.M. P.M.
MAR 13 2009
Elaine Nilson
County Clerk Fort Bend Co. Tex.

AGENDA

1. Call to Order.

2. Authorize advertising for bids for refurbishing a dragline and a bulldozer.

3. Take all appropriate action to authorize the purchase of one (1) dump truck from Houston Freightliner utilizing the Houston-Galveston Area Council contract, in an amount not to exceed $ 94,217. (Fund: Drainage, Capital Acquisitions)

4. Take all appropriate action to authorize reimbursement in the amount of $320.00 to Mark Vogler for Texas Floodplain Manager Re-certification and Professional Engineer License Renewal purchased without a purchase order. (Fund: Drainage, Fees)

5. 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.

Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Friday, March 13, 2009, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: www.co.fort-bend.tx.us under Commissioners Court.

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. The County's ADA Coordinator is the Director of Facilities Management & Planning, located at 1402 Band Road, Suite 100, in Rosenberg, Texas, 77471, and can be reached at telephone number 281-633-7045. The Director of Facilities Management & Planning is designated to coordinate compliance with the non-discrimination requirements 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

The County Commissioners Court of Fort Bend County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

APPROVAL OF MINUTES
COMMISSIONERS COURT
FORT BEND COUNTY

I, Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 17th day of March, 2009.

Dianne Wilson

DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner meyers **seconded by Commissioner** Patterson**, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 24th day of March, 2009.**

Robert E. Hebert

ROBERT E. HEBERT, COUNTY JUDGE

Approved

MINUTES

BE IT REMEMBERED, That on this 17th DAY of MARCH, 2009, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
RICHARD MORRISON	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
SHERRY FISK for DIANNE WILSON	COUNTY CLERK

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

1. **Call to Order.**

   Call to Order by Judge Hebert at 1:00 p.m.

2. **Invocation and Pledge of Allegiance by Commissioner Morrison.**

   Invocation and Pledge of Allegiance by Commissioner Morrison.

3. **Approve minutes of regular meeting held on March 3, 2009.**

   Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve minutes of regular meeting held on March 3, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

4. **Public Comments regarding the Agenda and Announcements.**

   No public comments.

   Commissioner Patterson introduced Clay Lewis, an eighth grader at Baines Middle School, who is involved in a mentoring program and is interested in politics.

   Commissioner Prestage congratulated the Stafford Spartans for making State Championship playoffs.

5. **PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearing regarding the replat for Kingbell Shopping Center, Replat No. 1, Precinct 3.**

Public hearing held. No public comments.

No action taken.

CONSENT AGENDA ITEMS 6 – 22:

6. **OUT OF STATE TRAVEL:**

A. Enter into Minutes the out-of-state travel by elected official:
Constable, Pct. 2: Constable Ruben Davis to Norfolk, Virginia, July 24-29, 2009, to attend the National Organization of Black Law Enforcement (NOBLE) annual training conference. (Fund: Constable, Pct. 2, Travel)

B. Approve out-of-state travel requests for County personnel:

1) **AgriLife Extension Office: Shelley Pappas to Baltimore, Maryland, May 18-21, 2009, to attend Children Youth & Families Conference. (Fund: Extension Office, Travel)**
2) **Constable, Pct. 2: Rodney Pentecost to Norfolk, Virginia, July 24-29, 2009, to attend the National Organization of Black Law Enforcement (NOBLE) annual training conference. (Fund: Constable, Pct. 2, Travel)**
3) **Emergency Management: Jeff Braun to Minneapolis, Minnesota, April 24-29, 2009, to attend the 2009 National Planning Conference. (Fund: Emergency Management, Travel)**
4) **Health & Human Services: Kaye Reynolds to Phoenix, Arizona, June 9-12, 2009, to attend the National Conference on Tobacco or Health. (Fund: Tobacco Prevention and Control Coalition Program Gant)**
5) **Sheriff's Office:**
   a. **Ratify travel by Aaron Volz and Arlana Haydel to Shawnee, Kansas, February 8-11, 2009, for Image Now System Administrator training. (Fund: Sheriff, Enforcement, Travel)**
   b. **Ratify travel by Reggie Powell to Lafayette, Louisiana, March 9-11, 2009, for court testimony in criminal case. (Fund: Sheriff, Enforcement, Travel)**
   c. **Aramis Gonzales and Jose Hernandez to Sacramento, California, March 17-18, 2009, for extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
   d. **Michael Patton and Sonny Colunga to Las Vegas, Nevada, April 13-16, 2009, to attend Public Agency Training Seminar. (Fund: Gus George Academy, Travel)**

7. **COUNTY JUDGE: Approve the reappointment of James Clark on behalf of Precinct 2 and Jon Strange on behalf of Precinct 3 to the Board of Directors of the Fort Bend Subsidence District for a term of two years, commencing February 1, 2009.**

8. COMMISSIONER, PCT. 1:

A. Approve Project Agreement between Fort Bend County and City of Rosenberg to provide assistance with widening the intersection of frontage road on US Highway 59 and Cottonwood Church Road, County expenditure not to exceed $4,540. (Fund: Road & Bridge, Multi)

B. Approve Project Agreement between Fort Bend County and Town of Thompsons to provide assistance with demolishing a structure to address a health and safety hazard, County expenditure not to exceed $920. (Fund: Road & Bridge, Multi)

9. BUDGET TRANSFERS:

A. AgriLife Extension Office: Approve transfer in the amount of $8,822 as detailed on Director's form to allocate funds into Capital Acquisitions for completion of the metal storage shed, fencing, and gate for the Extension Office.

B. Constable, Pct. 1: Approve transfer in the amount of $1,000 as detailed on Auditor's form dated March 3, 2009, to allocate additional funds into correct line item for purchase of mobile data terminal for law enforcement agreement with Fort Bend County Municipal District No. 23.

C. Constable, Pct. 3: Approve transfer in the amount of $4,600 as detailed on Auditor's form dated March 3, 2009, to allocate funds into correct line item for purchase of mobile data terminal for law enforcement agreement with Cinco Ranch.

D. County Clerk:

1) Approve transfer in the amount of $25,910 from salary line items into Non-Departmental Contingency to reallocate funds budgeted for position planned for Cinco Ranch and Missouri City Annexes; position not required due to delay in opening of annex offices.

2) Approve transfer in the amount of $106,852 from line items detailed on County Clerk's form dated March 3, 2009, into Non-Departmental Contingency to reallocate funds budgeted for equipment and supplies planned for Cinco Ranch and Missouri City Annexes; funds not required due to delay in opening of annex offices.

3) Approve transfer in the amount of $36,000 from Records Management, Contingency, into Fees to allocate funds for purchase of Migration Services from Oracle to SQL Server 2005.

E. Emergency Management:

1) Approve transfer in the amount of $145 from Fees into Utilities to allocate funds for costs associated with additional services and monthly fees for conference phones in the Office of Emergency Management.

2) Approve transfer in the amount of $345 from Fees into Information Technology to allocate additional funds needed for computer equipment and software.

F. Fire Marshal: Approve transfer in the amount of $1,175 from Capital Acquisitions and Property and Equipment into Information Technology to allocate funds for replacement of back-up units due to failure.

10. CONSTABLE, PCT. 2:

A. Record into Minutes the Racial Profiling Annual Report pursuant to Code of Criminal Procedure, for 2008 from the Office of Constable, Precinct 2.

B. Approve renewal of Agreement between Fort Bend County and Quail Bridge Community Improvement Association for Additional Law Enforcement Services for a six-month period, April 1, 2009 through September 30, 2009.

11. ENGINEERING:

A. Approve payment of Invoice No. 209026 (Pay Estimate No. 12) in the amount of $12,169.10 to Klotz Associates regarding labor rates relating to the Fort Bend County Mobility Bond Projects, Precincts 1, 2, 3 and 4. (Fund: Mobility Bonds)

B. Approve payment of Invoice No. 3124 in the amount of $25,167.50 to Property Acquisition Services (PAS) for various right-of-way acquisition services, Precincts 1, 2, 3 and 4. (Fund: Right of Way)

C. Approve payment of Invoice No. 299126 (Pay Estimate No. 6) in the amount of $1,490.00 to TEDSI Infrastructure Group regarding the expansion of Harlem Road, Mobility Bond Project #725-A, Precincts 3 and 4. (Fund: Mobility Bonds)

D. Approve payment of Invoice No. 5587 (Pay Estimate No. 7) in the amount of $4,035.86 to Othon, Inc. regarding the expansion of Ransom Road (from River Park to Main Street in Fort Bend County and City of Richmond), Mobility Bond Project #747, Precinct 1. (Fund: Mobility Bonds)

E. Approve payment of Invoice No. C3X41400-07 (Pay Estimate No. 6) in the amount of $50,036.12 to Jacobs Engineering Group, Inc. regarding Katy-Gaston Road (from Cinco Ranch to FM 1093), Mobility Bond Project #733, Precinct 3. (Fund: Mobility Bonds)

F. Approve payment of Invoice No. C3X41400-08 (Pay Estimate No. 7) in the amount of $208,642.32 to Jacobs Engineering Group, Inc. regarding Katy-Gaston Road (from Cinco Ranch to FM 1093), Mobility Bond Project #733, Pct. 3. (Fund: Mobility Bonds)

G. Approve payment of Invoice No. 06-106924 (Pay Estimate No. 24) in the amount of $120,590.30 to Triple B Services, L.L.P. regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #17, Precinct 2. (Fund: Mobility Bonds)

H. Approve payment of Invoice No. 6060355 (Pay Estimate No. 5) in the amount of $6,983.74 to AECOM USA, Inc. regarding Old Richmond Road (from FM 1464 to West Airport), Mobility Bond Project #728, Precinct 4. (Mobility Bonds)

I. Approve payment of Invoice No. 9432 (Pay Estimate No. 7) in the amount of $16,938.00 to IDCUS, Inc. dba IDC, Inc. regarding the expansion of Harlem Road, Mobility Bond Project #725, Precinct 3. (Fund: Mobility Bonds)

J. Approve payment of Invoice No.151100 (Pay Estimate No. 18) in the amount of $15,307.51 to Jones & Carter, Inc. for Fifth Street Paving and Drainage Project (FM 1092 to FM 2234), Mobility Bond Project #17, Precinct 2. (Fund: Mobility Bonds)

K. Approve the plat for Whispering Oaks Partial Replat No. 1, Pct. 3.

L. Approve the plat for Lamar CISD Elementary School No. 21, Pct. 3.

M. Approve plat for the roads within Silver Ranch, Section 2, Pct. 3.

N. Approve plat for the lots within Silver Ranch, Section 2, Pct. 3.

O. Approve the plat for River's Edge Park Reserve, Pct. 1.

P. Approve the plat for Fort Bend Independent School District High School No. 11, Precinct 1.

Q. Approve the plat for Four Corners Industrial Park, Pct. 4.

R. Approve plat for the roads within Creekstone at Riverstone, Section 5, Pct. 4.

S. Approve plat for the lots within Creekstone at Riverstone, Section 5, Pct. 4.

T. Approve application from AT&T Texas to bore under and bury cable along Pitts, Precinct 3.

U. Approve application from Identity Architects / Hennesse Companies, Inc. to construct a driveway tie-in and sidewalk along Seven Meadows Parkway, Precinct 3.

V. Approve application from BNSF Railway to construct a driveway tie-in onto Sun Ranch Drive, Precinct 1.

Item 11 continued – Engineering:

W. **Approve application from M.C. Image Construction, Inc. to construct driveway tie-ins onto Clayhead, Precinct 2.**

X. **Approve application from Hurtado Construction Company to backfill and re-grade road ditch on west side of Benton, Precinct 1.**

Y. **Approve application from CenterPoint Entex to bore under and bury a 4-inch plastic gas line along Long Point Slough and Lakemont Bend Lane, Precinct 3.**

Z. **Approve application from TDK Construction Company to construct two driveway tie-ins, one on South Mason Road and one on Fry Road, Precinct 3.**

AA. **Accept the streets in Karaugh, Section 1, Pct. 3.**

Karaugh Drive North	2,108.00 LF
Shamrock Lane	552.00 LF
TOTAL:	2,660.00 LF

BB. **Accept the street in Edo Estates and release bond #564443S in the amount of $21,000.00, Pct. 3.**

Edo Circle	346.21 LF

CC. **Accept the street in Mason Road Extension and Reserve and release bond #929420993 in the amount of $79,095.80, Pct. 3.**

Mason Road	564.97 LF

DD. **Accept the street in Mason Road South of Lakemont Bend Lane St. Dedication and release bond #929355455 in the amount of $183,260.00, Pct. 3.**

Mason Road	1,308.92 LF

EE. **Accept the streets in Cinco Ranch Southwest, Section 17 and release bond #SU5023940 in the amount of $396,900.00, Pct. 3.**

Glendale Hill Drive	693.60 LF
Sebey Ridge Lane	768.96 LF
Nicollet Lake Lane	804.00 LF
Kyler Cove Lane	976.61 LF
Slover Creek Lane	319.88 LF
Fiona Sky Lane	1,227.36 LF
Cinco Terrace Drive	486.71 LF
TOTAL:	5,277.12 LF

FF. **Accept the streets in Cinco West at Seven Meadows, Section 6 and release bond #SU5023830 in the amount of $168,280.00, Pct. 3.**

Dawn Cloud Lane	199.32 LF
Tramonte Trail	723.56 LF
Pear Blossom Lane	167.05 LF
Crystal Wind Lane	181.48 LF
Josey Springs Lane	218.39 LF
Mia Rose Court	397.65 LF
Brad Hurst Court	518.33 LF
TOTAL:	2,405.78 LF

GG. **Accept the streets in Fulbrook, Section 2F and release Letter of Credit #2729-S in the amount of $161,000.00, Pct. 3.**

Fulbrook Road	1,443.42 LF
Rolling Woods Trail	1,173.78 LF
Woodside Lane	496.77 LF
TOTAL:	3,113.97 LF

Item 11 continued – Engineering:

HH. **Accept the streets in Fulbrook, Section 3B and release Letter of Credit #2893-S in the amount of $149,500.00, Pct. 3.**

Lower Oxbow Trace	**2,251.58 LF**
Whistling Duck Lane	**701.68 LF**
TOTAL:	**2,953.26 LF**

II. **Accept the streets in Fulbrook, Section 5A and release Letter of Credit #2830-S in the amount of $198,000.00, Pct. 3.**

Riverlake Road	**2,248.86 LF**
Old Pecan Trail	**851.97 LF**
Pecan Reserve Road	**842.78 LF**
TOTAL:	**3,940.61 LF**

JJ. **Set public hearing for acceptance of the traffic control plan for Karaugh, Section 1 and Section 2, Pct. 3.** ***(Tuesday, April 14, 2009, at 1:00 p.m.)***

KK. **Set public hearing for acceptance of the traffic control plan for Edo Estates, Precinct 3.** ***(Tuesday, April 14, 2009, at 1:00 p.m.)***

LL. **Set public hearing for acceptance of the traffic control plan for Mason Road Extension and Reserve, and Mason Road South of Lakemont Bend Lane St. Dedication, Pct. 3.** ***(Tuesday, April 14, 2009, at 1:00 p.m.)***

MM. **Set public hearing for acceptance of the traffic control plan for Cinco Ranch Southwest, Section 17, and Cinco West at Seven Meadows, Section 6, Pct. 3.** ***(Tuesday, April 14, 2009, at 1:00 p.m.)***

NN. **Set public hearing for acceptance of the traffic control plan for Fulbrook, Section 2F, Section 3B and Section 5A, Pct. 3.** ***(Tuesday, April 14, 2009, at 1:00 p.m.)***

OO. **Set public hearing for acceptance of the traffic control plan for Cottonwood School Road, Sims Road and Zunker Road, Pct. 1.** ***(Tuesday, April 14, 2009, at 1:00 p.m.)***

PP. **Set public hearing for LaQuinta - Sugar Land being a partial replat of Restricted Reserve "A", Block 1 of Sunnyland United Plaza, Pct. 3.** ***(Tuesday, April 28, 2009, at 1:00 p.m.)***

QQ. **Set public hearing for Walmart Murphy Parkway Lakes, being a replat of restricted Reserve "A" of Shops at Parkway Lakes, Pct. 3.** ***(Tuesday, April 28, 2009, at 1:00 p.m.)***

RR. **Set public hearing for Kingdom Heights, Section1 Partial Replat No. 1, Pct. 1.** ***(Tuesday, April 28, 2009, at 1:00 p.m.)***

12. **FACILITIES MANAGEMENT & PLANNING: The Director of Facilities Management & Planning submits the following invoices for payment on the following projects:**

A. **Invoice No. 58047349 in the amount of $841.98 to MSC Industrial Supply for supplies used for the Vehicle Maintenance Expansion Project. (Fund: Facility Bond Project)**

B. **Invoice No. 27098 in the amount of $4,368.00 to 2M Business Products for furniture, fixture and equipment costs associated with the Jail Expansion Project. (Fund: Facility Bond Project)**

C. **Invoice No. T025966 in the amount of $2,669.50 to Terracon Consultants, Inc. for professional services regarding the Gus George Academy. (Fund: Facility Bond Project)**

D. **Pay Application No. 20810-6 in the amount of $737,860.83 to Brookstone, L.P. for construction services regarding the Sienna Library. (Fund: Facility Bond Project)**

Item 12 continued – Facilities Management and Planning:

E. Pay Application No. 2 in the amount of $77,892.65 to Tremco Weatherproofing Technologies, Inc. for damage to the First Colony Library and the Fulshear Library due to Hurricane Ike. (Fund: Hurricane Ike)

13. FAIRGROUNDS: Approve acceptance of $728.00 in satisfaction of County's claim and authorize County Judge to execute property damage release of all claims against Innovation Event Management, L.P. for property damage sustained on October 25, 2007, Claim #FZQ0798; settlement amount adjusted due to depreciated value of wall.

14. HEALTH & HUMAN SERVICES:

A. Approve travel by Susan Harris, Coalition Member, Tobacco Free Fort Bend, to Phoenix, Arizona, June 9-12, 2009, and authorize reimbursement of expenses to attend the National Conference on Tobacco or Health. (Fund: Tobacco Prevention and Control Coalition Program Grant)

B. Emergency Medical Service: Approve renewal of First Responder Agreement between Fort Bend County and Fort Bend County Emergency Services District No. 2 effective through September 30, 2010.

15. HUMAN RESOURCES: Approve applications for withdrawal of hours from the Shared Sick Leave Pool:

A. Employee of Juvenile Probation, Position No. 5751-0086 (subject to approval by Juvenile Board)	**80 hours**
B. Employee of Sheriff's Office, Position No. 5601-0306	**146 hours**

16. JUSTICE OF THE PEACE, PCT. 1, PL. 1: Record into minutes the Certificates of Course Completion awarded to Judge Gary D. Janssen for the Public Information Act, pursuant to Local Government Code §552.012.

17. PARKS DEPARTMENT: Approve Pay Application No. 4 (final) in the amount of $25,000.00 to Evans Construction for construction services regarding expansion of the Fairgrounds Pavilion. (Fund: Fairgrounds Pavilion)

18. PUBLIC TRANSPORTATION: Approve correction to Agenda Item 28A, an Agreement between Fort Bend County and Milligan & Company L.L.C. for Triennial Review Services, approved by Commissioners Court on February 24, 2009, to change the amount from $61,000 to $61,900. (Fund: Transportation Grants)

19. PURCHASING:

A. Authorize advertising for bids/proposals for chiller replacement at Jane Long Annex.

B. Accept the letter of resignation from Crain Zamora, LLC as program manager for facility bond projects, as stated in letter dated March 3, 2009.

C. Authorize advertising for bids for improvements to Greenbusch Road, from Katy Flewellen Road to Shadow Forest, Mobility Bond Project No. 734, Precinct 3.

20. ROAD & BRIDGE: Approve renewal of Interlocal Agreements between Fort Bend County and the following entities for the purchase of fuel through September 30, 2009: City of Arcola; City of Sugar Land; and Kendleton Independent School District.

21. **SHERIFF'S OFFICE: Record into Minutes the Racial Profiling Annual Report pursuant to Code of Criminal Procedure, for 2008 from the Sheriff's Office.**

22. **TAX ASSESSOR/COLLECTOR:**
    - A. **Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on March 2, 2009, for an amount totaling $201,006.16.**
    - B. **Approve refunds over $500 detailed in Tax Assessor/Collector's Report submitted on March 10, 2009, for an amount totaling $18,472.42**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6 - 11U and 11W - 22.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 11V pulled.

23. **COUNTY JUDGE:**
    - A. **Take all appropriate action to authorize reimbursement by Invoice Transmittal in the amount of $40.32 to Erik Stankus for purchase of supplies without a purchase order (Fund: Courthouse Security, Operating)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize reimbursement by Invoice Transmittal in the amount of $40.32 to Erik Stankus for purchase of supplies without a purchase order (Fund: Courthouse Security, Operating)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

- B. **Take all appropriate action to approve payment in the amount of $35,000 to Gulf Coast Rail Authority for FY09 annual participation. (Fund: Non-Departmental-Fees)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve payment in the amount of $35,000 to Gulf Coast Rail Authority for FY09 annual participation. (Fund: Non-Departmental-Fees)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 23 continued – County Judge:

C. **Take all appropriate action to approve engagement letter by Null-Lairson, P.C for audit services necessary for compliance by the Fort Bend County Public Transportation Department for financial data reported in the National Transit Database (NTD) to the Federal Transit Administration (FTA) for fiscal year 2008. (Fund: Non-Departmental, Fees)**

Moved by Commissioner Patterson, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve engagement letter by Null-Lairson, P.C for audit services necessary for compliance by the Fort Bend County Public Transportation Department for financial data reported in the National Transit Database (NTD) to the Federal Transit Administration (FTA) for fiscal year 2008. (Fund: Non-Departmental, Fees)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

D. **Take all appropriate action on Resolution Opposing Passage of HB 1184 relating to determining population for the creation of civil service systems in certain counties.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and carried (4-1), it is ordered to approve Resolution Opposing Passage of HB 1184 relating to determining population for the creation of civil service systems in certain counties.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	no	Commissioner Patterson	yes
Commissioner Prestage	yes		

24. **COMMISSIONER, PCT. 1:**

A. **Take all appropriate action to appoint Michael L. Johnson as Director for Sienna Plantation Levee Improvement District to fill the vacancy created by the resignation of Jeffrey Scarborough, for a term that expires on July 20, 2011.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and carried (4-0-1), it is ordered to appoint Michael L. Johnson as Director for Sienna Plantation Levee Improvement District to fill the vacancy created by the resignation of Jeffrey Scarborough, for a term that expires on July 20, 2011.

Judge Hebert	abstain	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 24 continued – Commissioner Pct. 1:

B. **Take all appropriate action on request by Evan Choi, representing Acme Exclusive Homes, LLC, to waive penalty and interest, including attorney fees, totaling $7,838.71 on property taxes for Tax Years 2006 and 2007, Pct. 1.**

Moved by Commissioner Morrison, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to deny request by Evan Choi, representing Acme Exclusive Homes, LLC, to waive penalty and interest, including attorney fees, totaling $7,838.71 on property taxes for Tax Years 2006 and 2007, Pct. 1.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

C. **Take all appropriate action on Resolution by Fort Bend County in support of President Obama's budget for the Clear Creek Federal Flood Control Project item for the U.S. Army Corp of Engineers General Reevaluation Report on Clear Creek.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to adopt Resolution by Fort Bend County in support of President Obama's budget to include the Clear Creek Federal Flood Control Project item for the U.S. Army Corp of Engineers General Reevaluation Report on Clear Creek.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

25. **COMMISSIONER, PCT. 2:**

A. **Take all appropriate action to suspend the requirement for soliciting statements of qualification for architectural and engineering services for the Precinct 2 Senior Citizens Center, and authorize contract negotiations with Archi*Technics/3.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to suspend the requirement for soliciting statements of qualification for architectural and engineering services for the Precinct 2 Senior Citizens Center, and authorize contract negotiations with Archi*Technics/3.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action on request to transfer the amount of $1,205,000 from General Fund Projects into Precinct 2 Service Center Project, to allocate additional funds required for the Missouri City Annex.**

Pulled.

26. **COMMISSIONER, PCT. 3:**

A. **Take all appropriate action on request to waive any and all permitting fees (including Fort Bend County Engineering fees) for construction of the new Fire Station No. 3, to be located at 26051 Fulshear-Gaston Road in Richmond, Texas.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to waive any and all permitting fees (including Fort Bend County Engineering fees) for construction of the new Fire Station No. 3, to be located at 26051 Fulshear-Gaston Road in Richmond, Texas.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action on request by Kevin Daniels, representing The Good Faith Group, Inc., to waive penalty and interest, including attorney fees, totaling $56.16 on property taxes for Tax Year 2007, Pct. 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve request by Kevin Daniels, representing The Good Faith Group, Inc., to waive penalty and interest, including attorney fees, totaling $56.16 on property taxes for Tax Year 2007, Pct. 3.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

27. **AUDITOR:**

A. **Take all appropriate action on request to transfer the amount of $109,488 from Non-Departmental Contingency into Elections Administration ($108,353) and Treasurer's Office ($1,135) line items detailed on Auditor's form dated March 10, 2009, for reallocation of FY 2008 expenses into FY 2009 budget.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $109,488 from Non-Departmental Contingency into Elections Administration ($108,353) and Treasurer's Office ($1,135) line items detailed on Auditor's form dated March 10, 2009, for reallocation of FY 2008 expenses into FY 2009 budget.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 27 continued – Auditor:

B. **Take all appropriate action on request to transfer the amount of $342,517 from County Clerk, Records Management, Fund Balance, into Records Management Contingency, to reallocate funds used for rollover FY 2008 purchases.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $342,517 from County Clerk, Records Management, Fund Balance, into Records Management Contingency, to reallocate funds used for rollover FY 2008 purchases.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

28. **ELECTIONS ADMINISTRATION: Take all appropriate action on Joint Election Agreements between Fort Bend County and the following entities for Municipal and School District elections to be held on May 9, 2009: City of Fulshear, City of Meadows Place, City of Missouri City, City of Rosenberg, Fort Bend Independent School District, and Lamar Consolidated Independent School District.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Joint Election Agreements between Fort Bend County and the following entities for Municipal and School District elections to be held on May 9, 2009: City of Fulshear, City of Meadows Place, City of Missouri City, City of Rosenberg, Fort Bend Independent School District, and Lamar Consolidated Independent School District.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

29. **EMERGENCY MANAGEMENT:**

A. **Take all appropriate action on request for additional grant funded position, Planning Coordinator, Grade 11 of the Professional/Management Policy Group, effective March 21, 2009. (Fund: 2008 UASI Grant)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve additional grant funded position, Planning Coordinator, Grade 11 of the Professional/Management Policy Group, effective March 21, 2009 and ending when grant is over. (Fund: 2008 UASI Grant)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 29 continued – Emergency Management:

B. **Take all appropriate action on request for addition of a new grant funded position, Regional Public Information and Crisis Communications Systems Administrator, Grade 12 of the Professional/Management Policy Group, effective March 21, 2009. (Fund: 2008 UASI Grant)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve addition of a new grant funded position, Regional Public Information and Crisis Communications Systems Administrator, Grade 12 of the Professional/Management Policy Group, effective March 21, 2009 and ending when grant is over. (Fund: 2008 UASI Grant)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

C. **Take all appropriate action on Agreements between Fort Bend County and the following entities for assignment of PIER Centers to the jurisdictions: City of Missouri City; City of Sugar Land; City of Rosenberg; Lamar Consolidated Independent School District; Fort Bend Independent School District; City of Pasadena; Metropolitan Transit Authority of Harris County; Texas Medical Center; Harris County Department of Education; Montgomery County; Galveston County; South Texas Project; National Aeronautics and Space Administration; Montgomery County Hospital District; Conroe Independent School District; and Harris County.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Agreements between Fort Bend County and the following entities for assignment of PIER Centers to the jurisdictions: City of Missouri City; City of Sugar Land; City of Rosenberg; Lamar Consolidated Independent School District; Fort Bend Independent School District; City of Pasadena; Metropolitan Transit Authority of Harris County; Texas Medical Center; Harris County Department of Education; Montgomery County; Galveston County; South Texas Project; National Aeronautics and Space Administration; Montgomery County Hospital District; Conroe Independent School District; and Harris County.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: Fort Bend County is the regional coordinator for all the public information and crisis communications for the multi county region. PIER Centers are funded with grant funds.

30. **ENGINEERING:**

A. **Take all appropriate action on Interlocal Agreement between Fort Bend County and City of Katy for improvements to Kingsland Boulevard, Mobility Bond Project No. 762, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Fort Bend County and City of Katy for improvements to Kingsland Boulevard, Mobility Bond Project No. 762, Precinct 3.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action on Agreement between Fort Bend County and Dannenbaum Engineering Group to prepare a Pass-Through Financing Project with the Texas Department of Transportation (TxDOT) for an amount not to exceed $30,000 to develop FM 1093 Frontage Roads and main toll lanes in Fort Bend County between Grand Parkway (SH 99) and the intersection of FM 1463 and FM 359 (West Park Extension), Precinct 3. (Fund: Engineering, Fees)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Dannenbaum Engineering Group to prepare a Pass-Through Financing Project with the Texas Department of Transportation (TxDOT) for an amount not to exceed $30,000 to develop FM 1093 Frontage Roads and main toll lanes in Fort Bend County between Grand Parkway (SH 99) and the intersection of FM 1463 and FM 359 (West Park Extension), Precinct 3. (Fund: Engineering, Fees)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: Funding will not be used to build toll lanes.

31. **FACILITIES MANAGEMENT & PLANNING: Take all appropriate action on request to transfer the amount of $10,000 from Non-Departmental Contingency into Facilities, Utilities, to allocate funds for unbudgeted, projected electrical costs for the newly installed field lighting and concession stand at South Post Oak Park, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $10,000 from Non-Departmental Contingency into Facilities, Utilities, to allocate funds for unbudgeted, projected electrical costs for the newly installed field lighting and concession stand at South Post Oak Park, Precinct 2.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

32. **FIRE MARSHAL: Take all appropriate action on Order Prohibiting Outdoor Burning in Fort Bend County, Texas, pursuant to Local Government Code §352.081.**

Pass.

33. **HEALTH & HUMAN SERVICES:**

A. **Environmental Health: Take all appropriate action on Agreement between Fort Bend County and City of Weston Lakes for the Inspection of Newly Constructed On-Site Sewage Disposal Systems and OSSF Nuisance Compliance effective through September 30, 2009.**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and City of Weston Lakes for the Inspection of Newly Constructed On-Site Sewage Disposal Systems and OSSF Nuisance Compliance effective through September 30, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Social Services: Take all appropriate action on request to transfer the amount of $2,000 from Non-Departmental Contingency into Social Services, Temporary Part-Time to allocate funds needed for part-time licensed social worker through May, 2009, due to family medical leave by staff.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to transfer the amount of $2,000 from Non-Departmental Contingency into Social Services, Temporary Part-Time to allocate funds needed for part-time licensed social worker through May, 2009, due to family medical leave by staff.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

34. **LIBRARY: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $100.00 to City of Sugar Land for alarm response fees incurred without a purchase order. (Fund: Library, Fees)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize payment by Invoice Transmittal in the amount of $100.00 to City of Sugar Land for alarm response fees incurred without a purchase order. (Fund: Library, Fees)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

35. **PUBLIC TRANSPORTATION:**

A. **Take all appropriate action to authorize County Judge to sign and the Transportation Director to submit project proposal along with the project budget to the Texas Commission on Environmental Quality under the Local Initiative Projections.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize County Judge to sign and the Transportation Director to submit project proposal along with the project budget to the Texas Commission on Environmental Quality under the Local Initiative Projects.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: This project proposal is an attempt to bring back the Medical Center commute route.

B. **Take all appropriate action to authorize the County Judge to sign and the Transportation Director to submit an application to Houston-Galveston Area Council for the Congestion Mitigation Air Quality Grant to provide transportation services.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize the County Judge to sign and the Transportation Director to submit an application to Houston-Galveston Area Council for the Congestion Mitigation Air Quality Grant to provide transportation services.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: This application is an attempt to bring back the Medical Center commute route.

C. **Take all appropriate action to set a Public Hearing to receive public comments on Fort Bend County's award of FY09 Section 5310 Elderly and Disabled and FY09 Section 5311 Rural Transportation Program Funding, to be conducted on Tuesday, April 7, 2009, at 1:00 p.m. in the Commissioners Courtroom, located on the Seventh Floor of the Wm. B. Travis Building in Richmond, Texas.**

Moved by Commissioner Patterson, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to set a Public Hearing to receive public comments on Fort Bend County's award of FY09 Section 5310 Elderly and Disabled and FY09 Section 5311 Rural Transportation Program Funding, to be conducted on Tuesday, April 7, 2009, at 1:00 p.m. in the Commissioners Courtroom, located on the Seventh Floor of the Wm. B. Travis Building in Richmond, Texas.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

36. **PURCHASING:**

A. **Take all appropriate action on the following:**

1) **Bid #09-041 for construction of Missouri City Annex**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to award Bid #09-041 for construction of Missouri City Annex to Crain Zamora of Pearland at base plus alternate $3,255,000 pending certification of funds by Auditor.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

2) **Bid #09-053 for the purchase of equipment filters.**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to award Bid #09-053 for the purchase of equipment filters to XL Parts with 50% off List.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action to replace, upgrade and enhance required Information Technology hardware necessary to establish disaster recovery program for the County Clerk as follows:**

1) **Purchase of SQL server migration from Manatron, a sole source provider, not to exceed $36,000. (Fund: County Clerk, Records Management)**
2) **Purchase of Magnitude SAN from The Harding Group utilizing Texas DIR Contract #DIR-SSD-252, not to exceed $230,243. (Fund: County Clerk, Records Management)**
3) **Purchase of CCIMAGE server from Dell utilizing Texas DIR Contract #DIR-SDD-890, not to exceed $10,000. (Fund: County Clerk, Records Management)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to replace, upgrade and enhance required Information Technology hardware, software or services necessary to establish disaster recovery program for the County Clerk as listed above.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

C. **Take all appropriate action to authorize the purchase of Proofpoint software from SHI utilizing Texas DIR Contract #DIR-SDD-294, not to exceed $60,000. (Fund: Risk Management, Fees)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize the renewal of Proofpoint software from SHI utilizing Texas DIR Contract #DIR-SDD-294, not to exceed $60,000. (Fund: Risk Management, Fees)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 36 continued – Purchasing:

D. **Take all appropriate action to authorize contract negotiations with Crain Zamora LLC for design/build of four story parking garage, pursuant to SOQ #09-042.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize contract negotiations with Crain Zamora LLC for design/build of four story parking garage, pursuant to SOQ #09-042.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

E. **Take all appropriate action to approve Agreement between Fort Bend County and Systems Commissioning, Inc for professional mechanical testing and balancing services on the Jail expansion project, pursuant to SOQ #09-040, not to exceed $161,235. (Fund: Facility Bond Project)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Systems Commissioning, Inc for professional mechanical testing and balancing services on the Jail expansion project, pursuant to SOQ #09-040, not to exceed $161,235. (Fund: Facility Bond Project)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

F. **Take all appropriate action to authorize the purchase of one (1) passenger van from Helfman Ford, not to exceed $22,940. (Fund: Community Supervision & Corrections Department)**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize the purchase of one (1) passenger van from Helfman Ford, not to exceed $22,940. (Fund: Community Supervision & Corrections Department)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

G. **Take all appropriate action to authorize the purchase of one (1) non-police package 4-door sedan from Helfman Ford pursuant to Bid #07-003, not to exceed $13,919. (Fund: Community Supervision & Corrections Department)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize the purchase of one (1) non-police package 4-door sedan (Ford Fusion) from Helfman Ford pursuant to Bid #07-003, not to exceed $13,919. (Fund: Community Supervision & Corrections Department)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Item 36 continued – Purchasing:

H. **Take all appropriate action on Change Order No. 1 from Hot Rod Mechanical, Inc. pursuant to Bid #09-026, not to exceed $968. (Fund: Library)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Change Order No. 1 from Hot Rod Mechanical, Inc. pursuant to Bid #09-026, not to exceed $968. (Fund: Library)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

37. **SHERIFF'S OFFICE:**

A. **Take all appropriate action on Agreement between Fort Bend County and Organized Crime Drug Enforcement Task Forces (OCDETF) for the use of State and Local Overtime and Authorized Expense/Strategic Initiative Program effective through September 30, 2009.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Organized Crime Drug Enforcement Task Forces (OCDETF) for the use of State and Local Overtime and Authorized Expense/Strategic Initiative Program effective through September 30, 2009.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $123.99 to All-Right Mowers for lawn equipment repair service performed without a purchase order. (Fund: Sheriff, Detention, Operating, Fees)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize payment by Invoice Transmittal in the amount of $123.99 to All-Right Mowers for lawn equipment repair service performed without a purchase order. (Fund: Sheriff, Detention, Operating, Fees)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

C. **Take all appropriate action on amended Agreement between Fort Bend County and Harold Anderson for services as Intelligence Coordinator for the HIDTA program through April 30, 2009. (Fund: HIDTA Grant)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve amended Agreement between Fort Bend County and Harold Anderson for services as Intelligence Coordinator for the HIDTA program through April 30, 2009. (Fund: HIDTA Grant)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: Position ends when grant ends.

Item 37 continued – Sheriff's Office:

D. **Take all appropriate action on amended Agreement between Fort Bend County and David Knight dba Aramis Consultants, LLP, for services as Deputy Director for the HIDTA program through April 30, 2009. (Fund: HIDTA Grant)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve amended Agreement between Fort Bend County and David Knight dba Aramis Consultants, LLP, for services as Deputy Director for the HIDTA program through April 30, 2009. (Fund: HIDTA Grant)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: Position ends when grant ends.

38. **TAX ASSESSOR/COLLECTOR: Take all appropriate action on Agreement between Fort Bend County and Pitney Bowes for lease of an upgraded mail folding/stuffing machine at a reduced monthly fee of $492 for forty-eight months. (Fund: Tax Office, Rentals)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Pitney Bowes for lease of an upgraded mail folding/stuffing machine at a reduced monthly fee of $492 for forty-eight months. (Fund: Tax Office, Rentals)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

39. **Approve Bills.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of $6,537,193.92.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

40. ***Ratify release of time-sensitive bills on March 12, 2009.***

Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to ratify release of time-sensitive bills on March 12, 2009 in the amount of $238,660.95.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Recess:

Recessed at 1:40 p.m.

41. **Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:**
§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
A. **Land Matters, Precinct 3: Greenbusch Road, Mobility Bond Project No. 732.**
B. **Land Matters, Precinct 3: Katy-Flewellen Road, Mobility Bond Project No. 734.**

Closed Session:

Convened at 1:59 p.m.
Adjourned at 2:00 p.m.

Reconvene:

Reconvened at 2:02 p.m.

42. **Reconvene Open Session and consider taking action on the following matters:**
§ 551.072. *Deliberation* Regarding Real Property.
A. **Land Matters, Precinct 3: Greenbusch Road, Mobility Bond Project No. 732.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to purchase Parcel 6 of the Greenbusch Road Mobility Bond Project No. 732 in the amount of $12,284.00 plus necessary costs not to exceed $3,000.00 with funds from Right of Way Fund and County Judge to sign all necessary documents.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

B. **Land Matters, Precinct 3: Katy-Flewellen Road, Mobility Bond Project No. 734.**

No action.

43. **Adjournment.**

Commissioners Court adjourned at 2:04 p.m. on Tuesday, March 17, 2009.

DRAINAGE DISTRICT BOARD MINUTES

BE IT REMEMBERED, That on this 17th DAY of March 2009, The Drainage District Board of Fort Bend County, Texas, met at a scheduled meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
RICHARD MORRISON	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
SHERRY FISK for DIANNE WILSON	COUNTY CLERK

Mark Vogler Drainage District Manager absent.

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

1. **Call to Order.**

   Call to Order by Judge Hebert at 1:04 p.m.

2. **Authorize advertising for bids for refurbishing a dragline and a bulldozer.**

   Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to authorize advertising for bids for refurbishing a dragline and a bulldozer.

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

3. **Take all appropriate action to authorize the purchase of one (1) dump truck from Houston Freightliner utilizing the Houston-Galveston Area Council contract, in an amount not to exceed $ 94,217. (Fund: Drainage, Capital Acquisitions)**

   Moved by Commissioner Morrison, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to authorize the purchase of one (1) dump truck from Houston Freightliner utilizing the Houston-Galveston Area Council contract, in an amount not to exceed $ 94,217. (Fund: Drainage, Capital Acquisitions)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

4. **Take all appropriate action to authorize reimbursement in the amount of $320.00 to Mark Vogler for Texas Floodplain Manager Re-certification and Professional Engineer License Renewal purchased without a purchase order. (Fund: Drainage, Fees)**

   Moved by Commissioner Prestage, Seconded by Commissioner Morrison, duly put and unanimously carried (5-0), it is ordered to authorize reimbursement in the amount of $320.00 to Mark Vogler for Texas Floodplain Manager Re-certification and Professional Engineer License Renewal purchased without a purchase order. (Fund: Drainage, Fees)

Judge Hebert	yes	Commissioner Meyers	yes
Commissioner Morrison	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

5. **Adjournment.**

   The Drainage District Board adjourned at 1:05 p.m. on Tuesday, March 17, 2009.

3-12-09
5

PUBLISHERS'S AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Seshadri Kumar who being by me duly sworn, deposes and says that he is the publisher of India Herald and that said newspaper meets the requirements of Section 2051.044 of the Texas Government Code, to wit:

1. It devotes not less than twenty-five percent (25%) of its total column lineage to general interest items;
2. It is published at least once each week;
3. It is entered as second-class postal matter in the county where it is published; and
4. It has been published regularly and continuously since 1995.

Publisher further deposes and says that the attached notice was published in said newspaper on the following date (s) to wit:

2/4/09 Fifth Street
2/4/09 Woodbridge
2/11/09 Sienna Bees Creek
2/11/09 Sienna Waters Lake
✓ 2/11/09, 2/18/09 & 2/25/09 Kingbell Replat

Seshadri Kumar

Publisher

SUBSCRIBED AND SWORN BEFORE ME by Seshadri Kumar who

(a) Is personally to me, or
(b) Provided the following evidence to establish his/ her identity,

On this the 27th day of February 2009, to certify which witness my hand and seal of office.

DELYNN KAY DAVIS
MY COMMISSION EXPIRES
June 17, 2012

Delynn Kay Davis
Notary Public, State of Texas

WORLD

Thousands flee the fighting in Sri Lanka

The International Committee of the Red Cross (ICRC) is evacuating 240 sick and wounded civilians who had been trapped by fighting in north-east Sri Lanka.

An ICRC spokeswoman told the BBC the evacuees were being taken by ferry to the city of Trincomalee for treatment.

The ICRC said the group had been stranded at a makeshift hospital in Mullaitivu district for nearly a week.

It says that at least 16 patients were killed on Monday in shelling of a centre treating wounded civilians.

The shelling took place in the the town of Putumattalan, the ICRC said.

"We are shocked that patients are not afforded the protection they are entitled to," ICRC head Paul Castella said. He did not say who was behind the shelling.

For much of the last week there have been reports of civilians being killed as intense fighting continues between troops and Tamil Tiger rebels.

The Red Cross says the recent fighting has claimed hundreds of civilian lives and trapped tens of thousands of people.

On Monday, the military said 29 people died when a female Tamil Tiger rebel blew herself up in the north-east.

Independent journalists cannot travel to the war zone so information cannot be verified.

The government has meanwhile spoken out about its disputes with both the BBC and the UN.

The BBC World Service announced on Monday that it is to stop providing radio news to Sri Lanka's state broadcaster because of what it calls "deliberate interference".

Hudson Samarasinghe, chairman of the state-owned Sri Lanka Broadcasting Corporation (SLBC), told the Reuters news agency that he had received no formal notice of the suspension, which the BBC said would remain until its programmes were aired without interference.

Samarasinghe said that SLBC had the right "to do as it wished" after paying for programming from outside sources.

"This is the voice of the nation," Mr Samarasinghe told Reuters. "I don't have the freedom to air the voice of (Tamil Tiger leader) Prabhakaran, who wants to divide the country."

The UN said on Tuesday that it was outraged by the "unnecessary" deaths of hundreds of people inside rebel territory and urged both sides to avoid fighting in civilian areas.

But Rajiva Wijesinhe, a secretary in the human rights ministry, said that the UN "risked confusing issues" relating to the government's conduct of the war by raising human rights issues which she said the government was already working to fix.

Sarasi Wijeratne, an ICRC spokeswoman in Colombo, said a ferry chartered by the ICRC had arrived from Jaffna on Tuesday morning to pick up the patients from the coastal village of Putumattalan. The vessel is now reported to be sailing towards Trincomalee.

"The sick and wounded are being put on the ferry," she told the BBC Sinhala service.

The suicide attack on Monday left 29 dead, the military says.

She said both sides in the conflict had agreed to allow patients to be moved for treatment.

Earlier, Sri Lankan military spokesman Brig Udaya Nanayakkara said that civilians heading into government-controlled areas told soldiers that rebels had fired on a group of 1,000 people who were trying to flee the fighting.

"The civilians came to an army position carrying the 17 dead and 69 others who had gunshot injuries," Brig Nanayakkara said.

The government says thousands are trying to cross to safety each day and accuses the rebels of using civilians as human shields.

The pro-rebel TamilNet web site also says thousands are fleeing but that they are seeking shelter in Tiger-controlled areas because of army shellfire into the government-declared "safety zone".

It said at least 36 civilians were killed and 76 wounded because of military mortar and artillery fire.

The ICRC has expressed serious concern for more than 200,000 trapped civilians. The government says the number is about half that.

Both the UN and US condemned Monday's killings in the Vishwamadu area of Mullaitivu district.

About 50,000 soldiers are pressing the Tamil Tigers into an area of north-eastern jungle after taking the key areas of Kilinochchi, Elephant Pass and Mullaitivu.

The government has rejected international calls for a ceasefire, demanding the rebels lay down their arms.

The Tigers have said they will not do so until they have a "guarantee of living with freedom and dignity and sovereignty". The rebels started fighting in the 1970s for a separate state for Tamils.

—BBC News

LEGAL NOTICES

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, March 17, 2009 for Kingbell Shopping Center Replat No. 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Joseph Guillory with Terra Surveying Company Inc. at 713-993-0327 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, March 3, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Sienna Village of Waters Lake, Section 12A, Pct. 1.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, March 3, 2009 at 1:00 p.m. for acceptance of the traffic control plan for Sienna Village of Bees Creek, Section 1, Pct. 2.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

STAFFORD MUNICIPAL SCHOOL DISTRICT

Qualified companies are invited to submit proposals to Stafford Municipal School District for fundraising supplies and services, RFP# 2009-0029, at the Stafford MSD administration building conference room in Stafford, Texas before 10:00am local standard time on the 25th day of February, 2009. Bid document can be found on the District's website.

STAFFORD MUNICIPAL SCHOOL DISTRICT

Qualified companies are invited to submit proposals to Stafford Municipal School District for bilingual/ESL supplies, RFP# 2009-0031, at the Stafford MSD administration building conference room in Stafford, Texas before 10:00am local standard time on the 27th day of February, 2009. Bid document can be found on the District's website.

CONSTABLE'S NOTICE OF SALE

Under the authority and by virtue of an Order of Sale dated and issued on the 13th day of January, 2009 by the 434th Judicial District Court of Fort Bend County, Texas in Cause No. **07-DCV-154253** in favor of the Plaintiff **CANYON GATE AT CINCO RANCH HOMEOWNERS ASSOCIATION, INC.** for the sum of **$3,875.70** ++++ costs as taxed on said Order of Sale and further the sum of executing the same. I have seized and levied on the 4th day of February, 2009 and will offer for sale on the **3rd day of March, 2009** at the Fort Bend County Court House Steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours often o'clock a.m. and four o'clock p.m., any and all rights, title, interest and claims which the said Defendant(s) , **COLLETTE M QUEENER AND CHRISTOPHER C. JOHNSON** had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION

LOT SIXTEEN (16), IN BLOCK THREE (3), OF CANYON GATE CINCO RANCH, SECTION FIVE (5), A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO. 1830 1B AND 1831/A, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS (THE "PROPERTY") ALSO KNOWN AS 20334 MEMORIAL PASS DRIVE, KATY, TEXAS 77450.;;;;

Any properties sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the property or their interest therein if allowed, within the time and in the manner provided by law.

ALL SALES SHALL BE BY CONSTABLE'S DEED AND ARE WITHOUT WARRANTY AS TO TITLE OR CONDITION, EXPRESS OR IMPLIED, AS EVIDENCED BY CONSTABLE'S DEED.

MARKET VALUE: 184,730.00. SALE TO BE HELD 03/03/09

Terms: Cash, Cashiers Check or Money Order; Additional: Sale to be held at our about 10:00 AM @ The Fort Bend County Courthouse Steps Located at 301 Jackson St, Richmond TX

ROB COOK, CONSTABLE 3
Fort Bend County Precinct
12550 Emily Court, Ste 200
Sugar Land , Texas 77478
281-491-7226
by: Deputy N. Kaminski, #1332

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, FEBRUARY 26, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 09-041 – CONSTRUCTION OF MISSOURI CITY ANNEX.

A pre bid conference will be conducted on **Thursday, February 12, 2009 at 10:00 AM.** The pre bid conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Suite A, Rosenberg, Texas. All bidders are encouraged to attend.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:
Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County,
Richmond, Texas

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, FEBRUARY 19, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

1.CARPET - BID 09-043;
2.MAINTENANCE OF ELEVATORS AT JAIL – BID 09-044
3.TONER AND INK CARTRIDGES - BID 09-045;
4.CULVERTS – BID 09-046;
5.BRIDGE MATERIALS – BID 09-047;
6.EARTHEN ROAD MATERIALS – BID 09-048;
7.CHEMICAL ROAD MATERIALS – BID 09-049;
8.AMBULANCE MODULES – BID 09-051;
9.FASTENERS AND MISCELLANEOUS SHOP SUPPLIES BID 09-052.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:
Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County, Richmond, Texas

CONSTABLE'S NOTICE OF SALE

Under the authority and by virtue of an Order of Sale dated and issued on the 3rd day of December, 2008 by the 240th Judicial District Court of Fort Bend County, Texas in Cause No. 04-DCV-135900 in favor of the Plaintiff - Meadowcreek Association Inc. for the sum of $198.00 ++++ costs as taxed on said Order of Sale and further the sum of executing the same. I have seized and levied on the 14th day of December, 2008 and will offer for sale on the 3rd day of March, 2009 at the Fort Bend County Court House Steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interest and claims which the said Defendant(s) , Glenda Guillory had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION

LOT 6, BLOCK 2, OF MEADOWCREEK, SECTION ONE, A SUBDIVISION OF FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AT VOLUME 12, PAGE 12 IN THE MAP OR PLAT RECORDS OF FORT BEND COUNTY, TEXAS

Any properties sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the property or their interest therein if allowed, within the time and in the manner provided by law.

ALL SALES SHALL BE BY CONSTABLE'S DEED AND ARE WITHOUT WARRANTY AS TO TITLE OR CONDITION, EXPRESS OR IMPLIED, AS EVIDENCED BY CONSTABLE'S DEED.

++++ May have additional cost added to the final total, i.e. court cost, miscellaneous fees etc...

SALE TO BE HELD
3rd day of March, 2009
Between the hours of 10:00 AM and 4:00 PM
Fort Bend County Court House Steps

Terms: Cash, Cashier's Check or Money Order
Additional Terms: Sale to be held at or about 10:00 AM

ROB COOK, CONSTABLE
Fort Bend County Precinct 3
12550 Emily Court, Ste 200
Sugar Land , Texas 77478
281-491-7226
by: Deputy N. Kaminski, #1332

WORLD

Militants release Chinese engineer

SWAT/ISLAMABAD

Militants have set free a Chinese engineer they had kidnapped six months ago from Lower Dir. Long Xiaowei, who worked for a Chinese mobile phone company, was handed over to officials in Shamozai area of Bari Kot subdivision of Swat on Saturday evening and he was immediately taken to Islamabad where the Chinese Embassy confirmed his release.

Press officer of the embassy Li Ming said late Saturday night, Feb 14, that Xiaowei had safely arrived and he would go to China soon.

The embassy thanked the government for its efforts to get Xiaowei released.

Sources told Dawn in Peshawar that Xiaowei had been released on payment of a huge amount of money as ransom, but militants' spokesman Muslim Khan said in Swat that the engineer had been freed as a goodwill gesture.

Xiaowei was in good health when he was handed over to officials in presence of negotiators, the sources said.

Xiaowei and his colleague Zhang Guo were kidnapped on Aug 29 last year from Khal area of Lower Dir where they were inspecting a telecommunication tower.

Guo, however, managed to escape in October when security forces launched an offensive in Swat. He was helped by a local man named Liaquat Ali who was later shot dead by militants.

Meanwhile, security forces heavily bombed Nangolai, Bara Bandai and Kanju areas. Helicopter gunships attacked suspected positions in Takhta Band on Sunday. Several houses also came under attack.

On Saturday night a man was gunned down in Banr and a government school for boys was blown up in Charbagh.

The number of schools destroyed or damaged by militants in Swat has now reached 191, including 122 schools for girls.

Heavy losses for Al Qaeda in Fata

WASHINGTON

Losses sustained since 2008 could force Al Qaeda to vacate Pakistan's Federally Administered Tribal Areas, says a US intelligence report prepared for Congress.

This year's annual threat assessment by the US intelligence community shows how a concerted military effort to uproot Al Qaeda from Fata has weakened the group the US blames for the Sept 11, 2001 terrorist attacks.

"In Pakistan's tribal areas, Al Qaeda lost significant parts of its command structure since 2008 in a succession of blows as damaging to the group as any since the fall of the Taliban in late 2001," says the report.

"Sustained pressure against Al Qaeda in Fata has the potential to further degrade its organisational cohesion and diminish the threat it poses."

Exploring the possibility that the losses sustained since 2008 could force Al Qaeda to vacate Fata, the report notes: "It is conceivable Al Qaeda could relocate elsewhere in South Asia, the Gulf, or parts of Africa."

The terrorist group would look for a place where it could "exploit a weak central government and close proximity to established recruitment, fundraising, and facilitation networks," the report adds.

"But we judge none of these locations would be as conducive to their operational needs as their location in Fata."

The US intelligence community also points out that if forced to vacate Fata and locate elsewhere, Al Qaeda would be vulnerable to US or host-country security crackdowns as well as local resistance. It probably would be forced to adopt an even more dispersed, clandestine structure, making training and operational coordination more difficult. "Without access to its Fata safe-haven, Al Qaeda also undoubtedly would have greater difficulty supporting the Taliban insurgency in Afghanistan."

According to the annual US intelligence report, key Al Qaeda leaders killed in Fata over the past year include Khalid Habib, the group's military chief and the fourth man in its chain of command; Abu Layth Al Libi, who directed cross-border attacks against US forces in Afghanistan and was a rising star in the organisation; Abu Khabab Al Masri, the group's leading expert on explosives and chemical attacks and a driving force behind its terrorist plotting against the US Homeland and Europe; and Usama Al Kini who was involved in the bombings of US embassies in East Africa in 1998 and later became the chief planner of Al Qaeda's terrorist attacks in Pakistan.

The loss of these many leaders in quick succession has made it more difficult for Al Qaeda to identify replacements, and in some cases the group has had to promote junior figures considerably less skilled and respected. The US intelligence community, however, warns that the primary threat to Western interests comes from Europe-based extremists affiliated with Al Qaeda who return from training in Pakistan.

Zardari approves Sharia laws

President Asif Ali Zardari has given a go-ahead to the North West Frontier Province government in Pakistan to enforce Sharia laws in the Malakand region, including Swat. "The president's approval was sought because the provincial government cannot make any amendment to laws in Malakand without his approval," sources said. Provincial Information Minister Mian Iftikhar Hussain claimed on Sunday, Feb 15, that the president had promulgated an ordinance to enforce Sharia in Malakand.

President's spokesman Farhatullah Babar said the official version of the presidency would be issued after a meeting between the NWFP government and leaders of the TNSM to be held on Monday.

LEGAL NOTICES

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, FEBRUARY 26, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 09-041 – CONSTRUCTION OF MISSOURI CITY ANNEX.

A pre bid conference will be conducted on **Thursday, February 12, 2009 at 10:00 AM.** The pre bid conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Suite A, Rosenberg, Texas. All bidders are encouraged to attend.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:
Gilbert D. Jalomo, Jr.,
Purchasing Agent
Fort Bend County,
Richmond, Texas

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, March 17, 2009 for Kingbell Shopping Center Replat No. 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Joseph Guillory with Terra Surveying Company Inc. at 713-993-0327 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, MARCH 5, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

1. **EQUIPMENT FILTERS - BID 09-053;**
2. **GENERAL MOTORS REPAIR PARTS – BID 09-054.**

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, MARCH 12, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 09-055 – WEST BELLFORT PAVING AND DRAINAGE IMPROVEMENTS FROM MARTINEZ STREET TO FM 1464.

A pre bid conference will be conducted on **Thursday, February 26, 2009 at 10:00 AM.** The pre bid conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Suite A, Rosenberg, Texas. All bidders are encouraged to attend.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

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Signed:
Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas

CONSTABLE'S NOTICE OF SALE

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LEGAL DESCRIPTION

LOT SIXTEEN (16), IN BLOCK THREE (3), OF CANYON GATE CINCO RANCH, SECTION FIVE (5), A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO. 1830 1B AND 1831/A, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS (THE "PROPERTY") ALSO KNOWN AS 20334 MEMORIAL PASS DRIVE, KATY, TEXAS 77450.;;;;;

Any properties sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the property or their interest therein if allowed, within the time and in the manner provided by law.

ALL SALES SHALL BE BY CONSTABLE'S DEED AND ARE WITHOUT WARRANTY AS TO TITLE OR CONDITION, EXPRESS OR IMPLIED, AS EVIDENCED BY CONSTABLE'S DEED.

MARKET VALUE: 184,730.00. SALE TO BE HELD 03/03/09

Terms: Cash, Cashiers Check or Money Order; Additional: Sale to be held at our about 10:00 AM @ The Fort Bend County Courthouse Steps Located at 301 Jackson St, Richmond TX

ROB COOK, CONSTABLE 3
Fort Bend County Precinct
12550 Emily Court, Ste 200
Sugar Land , Texas 77478
281-491-7226
by: Deputy N. Kaminski, #1332

CONSTABLE'S NOTICE OF SALE

Under the authority and by virtue of an Order of Sale dated and issued on the 3rd day of December, 2008 by the 240th Judicial District Court of Fort Bend County, Texas in Cause No. 04-DCV-135900 in favor of the Plaintiff - Meadowcreek Association Inc. for the sum of $198.00 ++++ costs as taxed on said Order of Sale and further the sum of executing the same. I have seized and levied on the 14th day of December, 2008 and will offer for sale on the 3rd day of March, 2009 at the Fort Bend County Court House Steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of ten o'clock a.m. and four o'clock p.m., any and all rights, title, interest and claims which the said Defendant(s) , Glenda Guillory had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION

LOT 6, BLOCK 2, OF MEADOWCREEK, SECTION ONE, A SUBDIVISION OF FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AT VOLUME 12, PAGE 12 IN THE MAP OR PLAT RECORDS OF FORT BEND COUNTY, TEXAS

Any properties sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the property or their interest therein if allowed, within the time and in the manner provided by law.

ALL SALES SHALL BE BY CONSTABLE'S DEED AND ARE WITHOUT WARRANTY AS TO TITLE OR CONDITION, EXPRESS OR IMPLIED, AS EVIDENCED BY CONSTABLE'S DEED.

++++ May have additional cost added to the final total, i.e. court cost, miscellaneous fees etc...

SALE TO BE HELD
3rd day of March, 2009
Between the hours of 10:00 AM and 4:00 PM
Fort Bend County Court House Steps

Terms: Cash, Cashier's Check or Money Order
Additional Terms: Sale to be held at or about 10:00 AM

ROB COOK, CONSTABLE
Fort Bend County Precinct 3
12550 Emily Court, Ste 200
Sugar Land , Texas 77478
281-491-7226
by: Deputy N. Kaminski, #1332

LEGAL NOTICES

STAFFORD MUNICIPAL SCHOOL DISTRICT

Qualified companies are invited to submit proposals to Stafford Municipal School District for general supplies, RFP# 2009-0034, at the Stafford MSD administration building conference room in Stafford, Texas before 10:00am local standard time on the 11th day of March, 2009. Bid document can be found on the District's website.

Fort Bend County's legal notices are also available on line at www.India-Herald.com and www.fbindependent.com.

CITATION BY PUBLICATION
DIVORCE

The State of Texas
To:
***Vicente Sanchez, Address* Unknown,** and to all whom it may concern, Respondent.
GREETINGS.
You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of twenty (20) days after you were served this citation and petition, a default judgment may be taken against you. The **ORIGINAL PETITION FOR DIVORCE of Monica M. Sanchez,** Petitioner, was filed in the **387th Judicial *District Court* of** Fort Bend County, Texas on the **February 07, 2007** against **Vicente Sanchez,** Respondent, being numbered **07-DCV-154714,** and entitled **In the Matter of the Marriage of Monica M. Sanchez and Vicente Sanchez.**
The suit requests **DIVORCE.**
The court has authority in this suit to enter any judgment or decree dissolving the marriage and providing for the decision of property which will be binding on you.
Issued and given under my hand and seal of the said Court at Richmond, Texas on this the **16th day of February, 2009.**
DISTRICT CLERK ANNIE REBECCA ELLIOTT
Fort Bend County, Texas
By: Deputy District Clerk

Petitioner's Attorney:
Tricia Herrera
300 Woerner Road #1163
Houston, TX 77090
(713) 702-1993.

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, MARCH 12, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 09-060 – TRUCKING SERVICES FOR ROAD MATERIAL

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent , Fort Bend County, Richmond, Texas

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, March 17, 2009 for Kingbell Shopping Center Replat No. 1, Pct. 3. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Joseph Guillory with Terra Surveying Company Inc. at 713-993-0327 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, MARCH 12, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 09-055 – WEST BELLFORT PAVING AND DRAINAGE IMPROVEMENTS FROM MARTINEZ STREET TO FM 1464.

A pre bid conference will be conducted on **Thursday, February 26, 2009 at 10:00 AM.** The pre bid conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Suite A, Rosenberg, Texas. All bidders are encouraged to attend.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to *Purchasing.*

Fort Bend County reserves the right to reject any or all bids.

Signed:
Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, MARCH 12, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 09-057 – 15' SHREDDERS

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:
Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas

INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., *County Purchasing Agent, Fort Bend County, Rosenberg Annex,* 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, MARCH 19, 2009 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 09-056 – MELLOW OAKS LANE EXTENSION PROJECT

A pre bid conference will be conducted on **Thursday, March 5, 2009 at 10:00 AM.** The pre bid conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Suite A, Rosenberg, Texas. All bidders are encouraged to attend.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:
Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas

LEGAL NOTICE
REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, MARCH 12, 2009 at 1:30 P.M. (CST).** All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1.RFP 09-058: GENERAL LIABILITY, PUBLIC OFFICIALS' LIABILITY, AUTO LIABILITY AND AUTO COLLISION INSURANCE FOR CSCD;

2.RFP 09-059: SHORT TERM MENTAL HEALTH RESIDENTIAL SERVICES

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Fort Bend County reserves the right to reject any or all proposals.

Signed:
Gilbert D. Jalomo, Jr., Purchasing Agent
Fort Bend County, Richmond, Texas

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1. **EQUIPMENT FILTERS - BID 09-053;**
2. **GENERAL MOTORS REPAIR PARTS – BID 09-054.**

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Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas

CONSTABLE'S NOTICE OF SALE

Under the authority and by virtue of an Order of Sale dated and issued on the 13th day of January, 2009 by the 434th Judicial District Court of Fort Bend County, Texas in Cause No. **07-DCV-154253** in favor of the Plaintiff **CANYON GATE AT CINCO RANCH HOMEOWNERS ASSOCIATION, INC.** for the sum of **$3,875.70** ++++ costs as taxed on said Order of Sale and further the sum of executing the same. I have seized and levied on the 4th day of February, 2009 and will offer for sale on the **3rd day of March, 2009** at the Fort Bend County Court House Steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours often o'clock a.m. and four o'clock p.m., any and all rights, title, interest and claims which the said Defendant(s) , **COLLETTE M QUEENER AND CHRISTOPHER C. JOHNSON** had of, in or to the following described Real property situated in Fort Bend County, Texas; viz.:

LEGAL DESCRIPTION

LOT SIXTEEN (16), IN BLOCK THREE (3), OF CANYON GATE CINCO RANCH, SECTION FIVE (5), A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO. 1830 1B AND 1831/A, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS (THE "PROPERTY") ALSO KNOWN AS 20334 MEMORIAL PASS DRIVE, KATY, TEXAS 77450.;;;;;

Any properties sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the property or their interest therein if allowed, within the time and in the manner provided by law.

ALL SALES SHALL BE BY CONSTABLE'S DEED AND ARE WITHOUT WARRANTY AS TO TITLE OR CONDITION, EXPRESS OR IMPLIED, AS EVIDENCED BY CONSTABLE'S DEED.

MARKET VALUE: 184,730.00. SALE TO BE HELD 03/03/09

Terms: Cash, Cashiers Check or Money Order; Additional: Sale to be held at our about 10:00 AM @ The Fort Bend County Courthouse Steps Located at 301 Jackson St, Richmond TX

ROB COOK, CONSTABLE 3
Fort Bend County Precinct
12550 Emily Court, Ste 200
Sugar Land , Texas 77478
281-491-7226
by: Deputy N. Kaminski, #1332

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM

RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: March 3, 2009

SUBMITTED BY: Sheila Whiting

DEPARTMENT: 024

PHONE NO.: 281-403-8019

COURT AGENDA DATE: March 17, 2009

AGENDA # 6A

SUMMARY OF ITEM: Record into the minutes out of county travel for Ruben Davis to attend the 33rd Annual NOBLE Training Conference to be held July 24 – 29, 2009 in Norfolk, Virginia.

COUNTY JUDGE RECEIVED MAR 04 2009

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No (X)

LIST SUPPORTING DOCUMENTS ATTACHED: Training Schedule.

FINANCIAL SUMMARY:

BUDGETED ITEM:	ANNUALIZED DOLLARS:	COMMENTS:
Yes (X) No ( ) N/A ( )	One Time (X)	Registration,Travel, & Meals
Funding Source:	Recurring ( )	
Account Unit# 100550200 Fund: 63200	N/A ( )	

Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Copies with back-up to:

(X) Auditor	(281-341-3774)	(X) Comm. Pct. 1	(281-342-0587)
(X) Budget Officer	(281-344-3954)	(X) Comm. Pct. 2	(281-403-8009)
(X) County Attorney	(281-341-4557)	(X) Comm. Pct. 3	(281-242-9060)
(X) Purchasing Agent	(281-341-8642)	(X) Comm. Pct. 4	(281-980-9077)
(X) County Clerk	(281-341-8697)		

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Consider approving Out– of–state travel for 33RD Annual NOBLE Training Conference. (See Dates above)

CO JUDGE BOB HEBERT Fax:2813418609 Mar 13 2009 16:25 P.01

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/06/09

Court Date: 03/17/09

Submitted By: Vincent Mannino
Department: Extension Office #6651
Telephone: 281-342-3034

6 B 1)

OUT-OF-STATE TRAVEL AUTHORIZATION:
Extension Office: Approve out-of-state travel request for Shelley Pappas, CEA-UYD, to attend the CYFAR Conference in Baltimore, Maryland, May 18-21, 2009. [Children, Youth & Families at Rick Conference] (Fund 100665100-63200)

Renewal Agreement/Appointment: YES ☐ NO ☒

Reviewed by County Attorney's Office: YES ☐ NO ☒

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: Accounting Unit: 100665100 **Account Number: 63200**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: Travel

Instructions to submit Agenda Request Form:

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☒ Information Technology	(281-341-4526)	☒ County Clerk	(281-341-8697)
☐ Other		☒ County Atty	(281-341-4557)

RECOMMENDATION/ACTION REQUESTED:
Special Handling Requested (specify):

COUNTY JUDGE
RECEIVED
MAR 09 2009

CO JUDGE BOB HEBERT Fax:2813418609 Mar 13 2009 16:26 P.04

Revised Copy

FORT BEND COUNTY
COMMISSIONERS COURT AGENDA REQUEST FORM
RETURN TO: AGENDA COORDINATOR - COUNTY JUDGE'S OFFICE

DATE SUBMITTED: March 3, 2009

SUBMITTED BY: Sheila Whiting

DEPARTMENT: 024

PHONE NO.: 281-403-8019

AGENDA # 6B2

COURT AGENDA DATE: March 17, 2009

SUMMARY OF ITEM: Record into the minutes out of county travel for Ruben Davis and Rodney Pentecost to attend the 33rd Annual NOBLE Training Conference to be held July 24 – 29, 2009 in Norfolk, Virginia. (See Comments)

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No (X)

LIST SUPPORTING DOCUMENTS ATTACHED: Training Schedule.

AGENDA ITEM

FINANCIAL SUMMARY:

BUDGETED ITEM: Yes (X) No ( ) N/A ( )

Funding Source: Account Unit# 100550200 Fund: 63200

ANNUALIZED DOLLARS: One Time (X) Recurring ( ) N/A ( )

COMMENTS: Registration, Travel, & Meals for Constable & Registration only for Rodney Pentecost

Original Form Submitted with back up to County Judge's Office: ( ) (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609 ✓

Copies with back-up to:

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(X) County Clerk	(281-341-8697)		

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RECOMMENDATION / ACTION REQUESTED:

Consider approving Out– of–state travel for 33RD Annual NOBLE Training Conference. (See Dates above)

CO JUDGE BOB HEBERT Fax:2813418609 Mar 13 2009 16:26 P.05

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

683

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/9/09

Court Agenda Date: 3/17/09

Submitted By: Jeff Braun
Department: 5801
Phone Number: 281-342-6185

SUMMARY OF ITEM: Request approval for out of state travel for Jeff Braun to attend the 2009 National Planning Conference April 24-29 in Minneapolis, MN.

COUNTY JUDGE
RECEIVED
MAR 10 2009

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached: *Schedule for 2009 National Planning Conference*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: 63200 Account Number: 10580100
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: Travel

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
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☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: File		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

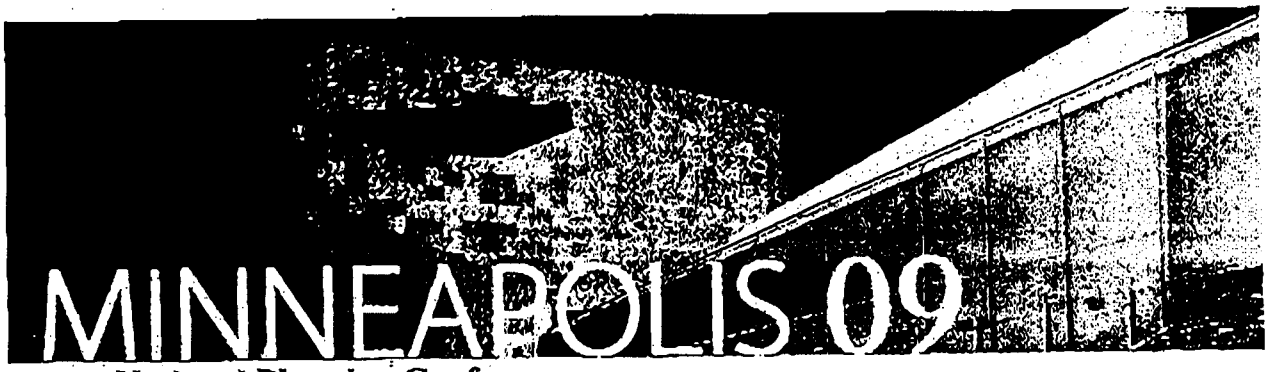
Approve out of state travel for Jeff Braun to attend the 2009 National Planning Conference April 24-29 in Minneapolis, MN.

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Mar 13 2009 16:27 P.06

ing Great Communities Happen

As a long time visitor of Minneapolis, the arts scene in the city astonishes me. I love the contempor music.
—Carolyn Torma



APA's National Planning Conference

April 25-29, 2009
At APA's National Planning Conference you can pick and choose from hundreds of sessions, workshops, mobile workshops, and networking events to build your own conference — one that's just right for you.

Build Your Own Conference

Search for conference activities that interest you

View My Conference Schedule

See Sample Schedules

Take a look at some examples of how a planning director, a mid-career planner, and others might build their own conferences. Then use these sample schedules to start building your own.

View sample schedules

Training to Talk About Planning

As planning professionals, it is important to talk about the value and benefit of planning. APA's National Planning Conference offers numerous training opportunities, including how to incorporate key planning messages in your work. Learn how to integrate planning messages like Paul Farmer did in his recent letter to the editor of the *New York Times*. Register today to take advantage of the hundreds of training opportunities available to you in one location.

Paul Farmer's *New York Times* Letter to the Editor

Tools for Great Media Interviews workshop

CO JUDGE BOB HEBERT Fax:2813418609 Mar 13 2009 16:27 P.07

AGENDA ITEM

684

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/11/2009

Court Agenda Date: 3/17/2009

Submitted By:
Department: Health & Human Services
Phone Number: 281-341-

SUMMARY OF ITEM: Approve out of state travel for Kaye Reynolds, Health & Human Services and Susan Harris, coalition member, Tobacco Free Fort Bend, to the National Conference on Tobacco or Health, Phoenix, AZ, June 9-12, 2009. Fund: Tobacco Prevention and Control Coalition Program grant.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☐	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Mar 13 2009 16:27 P.08

* Amended *

FORT BEND COUNTY
TRAVEL AUTHORIZATION

6 B 5 a)

TO: COMMISSIONERS COURT

AGENDA ITEM

I hereby request permission for the following person (s) to make an official trip outside of Fort Bend County:

Aaron Volz

Arlana Haydel

DATE OF DEPARTURE: 2/8/09

DATE OF RETURN: 2/11/09

DESTINATION: Shawnee, KS

PURPOSE OF TRIP: ImageNow System Administrator Training

MODE OF TRANSPORTATION: County Vehicle & Air

FUNDING SOURCE: 100560100 663200

DEPARTMENT HEAD APPROVAL:

Name & Department

DATE:

Signature

APPROVED COMMISSIONERS COURT:

Presiding Official

Date

(Emergency Approval: Date:)

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AGENDA ITEM
(6 B 5 B)

TO: COMMISSIONERS COURT

I hearby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Sgt. Reggie Powell

DATE OF DEPARTURE: 3/9/2009
DATE OF RETURN: 3/11/2009

DESTINATION: Lafayette, Louisiana

PURPOSE OF TRIP: Court Testimony in criminal case

MODE OF TRANSPORTATION: ~~County Vehicle~~ Private

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 3/6/2009

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date

Emergency Approval: Date:

FORT BEND COUNTY
TRAVEL AUTHORIZATION

GENDA Item
6B 5c)

TO: COMMISSIONERS COURT

I hearby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Inv. Aramis Gonzales

Inv. Jose Hernandez

DATE OF DEPARTURE: 3/17/2009

DATE OF RETURN: 3/18/2009

DESTINATION: Sacramento, California

PURPOSE OF TRIP: Extradite prisoner back to Fort Bend County

MODE OF TRANSPORTATION: Airline/Rental Car

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 3/10/2009

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date:

Emergency Approval: Date:

Amended

FORT BEND COUNTY
TRAVEL AUTHORIZATION

6 B 5 d)

AGENDA ITEM

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Michael Patton

DATE OF DEPARTURE: April 13, 2009

DATE OF RETURN: April 18, 2009

DESTINATION: Law Vegas, Nevada - Police Department

PURPOSE OF TRIP: Attend Public Agency Training Council Seminar "Prevention of Police Misconduct - Early Intervention"

MODE OF TRANSPORTATION: Domestic Ariline

FUNDING SOURCE: 200 560 111 63200

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

DATE: March 10, 2009

Signature

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date _____)

WHITE COPY: [illegible] CANARY COPY: [illegible] PINK COPY: [illegible] GOLDENROD COPY: [illegible]

Amended

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AGENDA ITEM

6 B 5d

TO: COMMISSIONERS COURT

I hereby request permission for the following person(s) to make an official trip outside of Fort Bend County:

Sonny Colunga _____

_____ _____

_____ _____

DATE OF DEPARTURE: April 13, 2009

DATE OF RETURN: April 16, 2009

DESTINATION: Las Vegas, Nevada Police Department

PURPOSE OF TRIP: Attend Public Agency Training Council Seminar

"Prevention of Police Misconduct - Early Intervention

MODE OF TRANSPORTATION: Domestic Airline

FUNDING SOURCE: 100 560 100 63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright - Sheriff
Name & Department

DATE: March 10, 2009

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date _____)

WHITE COPY - Purchasing Dept. CANARY COPY - Requisitioner PINK COPY - Auditor's Copy GOLDENROD COPY - Department

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

7

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/11/2009	**Submitted By:**
	Department: County Judge
Court Agenda Date: 3/17/2009	**Phone Number:** 281-341-8608

SUMMARY OF ITEM:

Approve the reappointment of James Clark on behalf of Precinct 2 and Jon Strange on behalf of Precinct 3 to the Board of Directors of the Fort Bend Subsidence District for a term of two years, commencing February 1, 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☑ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Mar 13 2009 11:13 P.01

FORT BEND SUBSIDENCE DISTRICT
P.O. Box 427, Richmond, Texas 77406-0427 (281) 342-3273

December 10, 2008

COUNTY JUDGE
RECEIVED
FEB 19 2009

The Honorable Robert Hebert
Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

Dear Judge Hebert:

As Deputy General Manager of the Fort Bend Subsidence District, it is my responsibility to notify you that the terms of office of James Clark, Harvey Ludwig, Morris Mitchell, and Jon Strange will expire on January 31, 2009. The Fort Bend County Commissioners Court may reappoint Messrs. Clark, Ludwig, Mitchell and Strange for two-year terms. The law imposes certain qualifications on the members to be appointed by the Commissioners Court. All members must be residents of and qualified voters in the District. Two of the members to be appointed must represent industrial interests; those seats are currently held by Mr. Clark and Mr. Strange. One of the members to be appointed must represent agricultural interests and live in an unincorporated area, that seat is currently held by Mr. Ludwig. Finally, one of the members to be appointed must represent business interests; that seat is currently held by Mr. Mitchell.

Your selection of a director is requested to be made by Friday, January 23, 2009. Please send your letter concerning the action taken by the Fort Bend County Commissioners Court on these appointments.

Your interest in and support of the Subsidence District has been of great value to the District, and I look forward to working with you and your staff in 2009. Please contact me if you have any questions concerning the Board appointments.

Sincerely yours,

Tom Michel
Deputy General Manager

TM/ws

8A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/11/09 **Submitted By:** Nicole Mehrens, County Attorney's Office
Department: COMMISSIONER, PCT. 1
Court Agenda Date: 03/17/09 **Phone Number:** 281-341-4555

SUMMARY OF ITEM:

Approve Interlocal Project Agreement between Fort Bend County and City of Rosenberg to provide assistance with widening the intersection of the frontage road on U.S. Highway 59 with Cottonwood Church Road.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: Marc Grant, Road & Bridge		☒	County Atty.	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-26-09 orig. ret. to Nicole at CO. Attorney

JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

MEMO

TO: Jack Hamlett

FROM: Charles Kalkomey

DATE: 08/19/08

RE: U.S. Highway 59 at Cottonwood Church Road Improvements

The Texas Department of Transportation (TxDOT) has issued the permit for the construction of improvements to the intersection of the frontage road on U.S. Highway 59 with Cottonwood Church Road. These improvements will be a joint effort from the City, Fort Bend County, and TxDOT.

As currently proposed, the three entities would coordinate efforts to construct these improvements. The general responsibilities of each entity are as listed below:

City of Rosenberg

1. Purchase and provide approximately 112 linear feet of 36-inch RCP, C-789.
2. Purchase and provide approximately 116 linear feet of 30-inch RCP, C-789.
3. Purchase and provide approximately 105 tons of cement stabilized sand for the bedding and backfill of the RCP.
4. Provide concrete and reinforcing steel as necessary for the concrete collar for 36-inch RCP.
5. Assist in traffic control.

Fort Bend County

1. Acquire additional 15-foot wide right-of-way or easement along the southwest side of Cottonwood Church Road.
2. Provide equipment and personnel to install RCP.
3. Plug existing culverts under Cottonwood Church Road at U.S. Highway 59 frontage road.
4. Coordinate the relocation of power poles along the southwest side of Cottonwood Church Road.
5. Construct the new drainage ditch along the southwest side of Cottonwood Church Road from the U.S. Highway 59 frontage road to the new drainage crossing under Cottonwood Church Road.
6. Relocate the drainage ditch along the northeast side of Cottonwood Church Road to provide connection to the new 36-inch RCP.
7. Repair the surface of Cottonwood Church Road at the crossing of the 30-inch RCP structure.
8. Regrade and seed the construction area as necessary.
9. Assist in traffic control.

TxDOT

1. Provide and install approximately 90 tons of black base at the intersection of the U.S. Highway 59 frontage road with Cottonwood Church Road.
2. Provide and install approximately 16 tons of HMAC surface at the intersection of the U.S. Highway 59 frontage road with Cottonwood Church Road.
3. Install all required pavement striping.
4. Assist in traffic control.

The quantities listed in the above items are approximations only. Actual quantities will be determined at the time of construction.

August 22, 2008

Tom Stavinoha, Commissioner
Fort Bend County, Precinct 1
301 Jackson
Richmond, Texas 77469

Re: Cottonwood Church Road and US Highway 59 Intersection Improvements

Dear Commissioner Stavinoha,

The City of Rosenberg requests assistance from the Fort Bend County Road and Bridge to install improvements at the intersection of Cottonwood Church Road and US Highway 59 frontage road. As we discussed, this will be a joint project by Fort Bend County, City of Rosenberg, and the Texas Department of Transportation (TxDOT).

Charles Kalkomey, City Engineer, has prepared the construction plans and obtained the permit from TxDOT for the construction. Enclosed is a summary on the project scope.

The City will proceed with the pipe and materials as identified. Kenneth Jansky, Public Works Director, will be the City's contact at 832-595-3960 for coordination on delivery of the materials.

Thank you for your assistance on this project. If you need any additional information, please let me know.

Sincerely,

Jack S. Hamlett
City Manager

JSH/tay

xc: Charles A. Kalkomey, P.E., City Engineer
Susan Rash, Assistant City Manager
Kenneth Jansky, Public Works Director
File/Correspondence
File/Cottonwood Church Road
File/Fort Bend County
File/Texas Department of Transportation

attach: Kalkomey Correspondence – 08/19/08

P:\Admin\Agenda\CM - Correspondence\Cottonwood Church Road Improvement Request - Fort Bend County 08-21-08.doc

OFFICE OF THE CITY MANAGER
2110 FOURTH STREET * P.O. BOX 32 * ROSENBERG, TX 77471-0032 * 832-595-3310 * FAX 832-595-3311
E-Mail: jackh@ci.rosenberg.tx.us

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement ("Project Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and the **City of Rosenberg** ("Local Government") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.
BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on October 1, 2007. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.

County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

Local Government, by and through its City Council, hereby affirmatively finds that Local Government is specifically authorized by law to individually and independently construct the Project on its own.

County and Local Government agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and

that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or asignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

II.
PURPOSE

The purpose of this Project is to provide assistance with improvement to asphalt turning radius at the Project Site.

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2009 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as assisting in the widening of the intersection at the Project Site to improve the asphalt turning radius, ("Project").

V.
PROJECT LOCATION

The location for the Project is the intersection of the frontage road on U. S. Highway 59 with Cottonwood Church Road, ("Project Site").

VI.
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 80 equipment hours at $35.00 per hour, up to 116 man hours of labor at $15.00 per hour, up to $0.00 in materials and up to $0.00 in cash to Local Government, for a total expenditure not to exceed **$ 4,540.00.**

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to assume material costs.

At Local Government's sole expense, Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:
If to Fort Bend County:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to City of Rosenberg:

City of Rosenberg
2110 Fourth Street
Rosenberg, Texas 77471
Attn: City Manager

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:

Robert Hebert, Fort Bend County Judge — Date: 3-17-09

Attest:

Dianne Wilson, Fort Bend County Clerk

CITY OF ROSENBERG:

City Manager — Date: 3-11-09

Attest:

City Secretary

CITY OF ROSENBERG • ROSENBERG, TEXAS •

REVIEWED:

Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **$4,540.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

RECORDED ON 3-27-09
IN THE COMMISSIONER CO
MINUTES OF 3-17-09

Ed Sturdivant, Fort Bend County Auditor

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE INTERLOCAL PROJECT AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF ROSENBERG

On this the 17 day of March, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, Seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Project Agreement between Fort Bend County and the City of Rosenberg for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

AGENDA ITEM

8B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/11/09	**Submitted By:** Nicole Mehrens, County Attorney's Office
	Department: COMMISSIONER, PCT. 1
Court Agenda Date: 03/17/09	**Phone Number:** 281-341-4555

SUMMARY OF ITEM:

Approve Interlocal Project Agreement between Fort Bend County and Town of Thompsons to provide assistance with demolishing a structure to address a health and safety hazard for the public's general welfare.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: Marc Grant, Road & Bridge		☒	County Atty.	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-26-09 orig. ret. to Nicole at Co. Attorney

Incorporated 1979

Telephone: 281-343-9929
FAX: 281-343-7786

TOWN OF THOMPSONS P. O. BOX 29 THOMPSONS, TEXAS 77481

MAYOR
FREDDIE NEWSOME, JR

ALDERMEN
RITA M. MILLER
DEBORAH BROWN
GINA S. TREADGOLD
CAROL M. GUBBELS
SHERRIE K. KNOEPFEL

January 22, 2009

Mr. Richard Morrison
Fort Bend County Commissioner
Precinct 1
301 Jackson Street
Richmond, Texas 77469

Fax #281-342-0587

Dear Mr. Morrison:

The Town of Thompsons is asking Fort Bend County to demolish the house belonging to Mamie Harper located at 114 Thompsons Oilfield Road in Thompsons, Texas. The house is posing a safety hazard. The building is structurally unsafe. The roof and walls are a collapse hazard. The premises are in a manner that creates a condition likely to attract or harbor mosquitoes and rodent vermin.

I am attaching a copy of a letter that was written and presented to Council by the Thompsons Police Department at the monthly meeting in December 2008.

I am also attaching a copy of Ordinance #137 that was presented and approved at the Council meeting in January 2009.

I am asking your assistance regarding this matter. If you have any questions, please do not hesitate to contact me at 281-343-9929.

Sincerely,

Freddie Newsome, Jr
Mayor
FN/mam

RECEIVED
JAN 2 6 2009
COUNTY ATTORNEY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE INTERLOCAL PROJECT AGREEMENT BETWEEN FORT BEND COUNTY AND THE TOWN OF THOMPSONS

On this the 17 day of March, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, Seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Interlocal Project Agreement between Fort Bend County and the Town of Thompsons for the performance of governmental functions or services. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement ("Project Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and the **Town of Thompsons** ("Local Government") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its Town Council.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.
BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement ("Primary Agreement") previously agreed to by the parties on October 1, 2007. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.

County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

Local Government, by and through its Town Council, hereby affirmatively finds that Local Government is specifically authorized by law to individually and independently construct the Project on its own.

County and Local Government agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and Local Government affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and

that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Local Government intends for any third party to obtain a right by virtue of this Agreement.

Local Government agrees that County is relying upon Local Government for notice to proceed with this Project, but that County shall not be required to perform this Agreement within any time limit.

County and Local Government understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or asignees be deemed for any purpose to be employees or agents of Local Government.

County and Local Government understand and agree that Local Government is an Independent Contractor and that at no time will Local Government's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

II.
PURPOSE

The purpose of this Project is to provide assistance with demolishing a structure to address a health and safety hazard for the public's general welfare.

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2009 or until the Project is completed, whichever is sooner. However, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

IV.
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as providing assistance with demolishing a home determined by Town to be a health and safety hazard, ("Project").

V.
PROJECT LOCATION

The location for the Project is 2223 Y.U. Jones, Thompsons, Texas, ("Project Site").

VI.
SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

County agrees to provide up to 16 equipment hours at $35.00 per hour, up 24man hours of labor at $15.00 per hour, up to 0 in materials and up to $0.00 in cash to Local Government, for a total expenditure not to exceed **$ 920.00.**

At County's sole expense, County will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. If necessary, the County will load any excavated material required by Local Government to be moved, onto trucks provided by Local Government.

LOCAL GOVERNMENT'S RESPONSIBILITIES:

Local Government agrees to assume all cost of material
Local Government will furnish the labor, equipment and materials necessary to perform its responsibilities under this Agreement. Local Government will provide all appropriate supervisory personnel necessary to coordinate the efforts of County and Local Government personnel. Local Government will direct and be solely responsible for the overall Project. Local Government will furnish all necessary materials to the Project Site in a manner that will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. If necessary, Local Government will provide sufficient labor and equipment to haul any materials excavated and loaded onto Local Government trucks by County. The number of trucks furnished by Local Government will be sufficient to allow County personnel to work in a continuous, uninterrupted manner. Local Government will schedule its labor and equipment to correspond to County's schedules.

If necessary, Local Government will, at its sole cost and expense, be responsible for the design of the Project. If necessary, Local Government will furnish to County plans that establish grades and the size of any channels and any associated structures County is responsible for constructing. If necessary, Local Government will furnish to County the initial on-ground survey alignment, ditch cross sections and one (1) or more elevation benchmarks on the Project Site prior to the commencement of work.

Local Government will obtain at its sole expense any and all necessary and/or required permissions and/or permits, including NPDES, and provide all personnel necessary to implement the provisions of such permits.

Local Government agrees, at its sole expense, to furnish all necessary flagmen, barricades, traffic devices and traffic control for the entire duration of the Project.

Local Government will notify County within ten (10) days of the completion of the Project of any complaints that Local Government may have regarding the Project. Upon completion of the Project, Local Government will, at its sole expense, be responsible for the maintenance of the Project.

VII.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

Local Government agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Local Government and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:
If to Fort Bend County:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to Town of Thompsons:

Town of Thompsons
P.O. Box 24
Thompsons, Texas 77481
Attn: Mayor

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:

Robert E. Hebert, Fort Bend County Judge — Date 3-17-09

Attest:

Dianne Wilson, Fort Bend County Clerk

TOWN OF THOMPSONS:

Town of Thompsons — Date 3-10-09

Attest:

Town Secretary

REVIEWED:

Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of **$920.00** to accomplish and pay the obligation of Fort Bends County under this Project Agreement.

Ed Sturdivant, Fort Bend County Auditor

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the 17 day of March 2009, the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Extension Office #6651A** Accounting Unit: **100665100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Capital Acquisitions	100665100-64500	$ 8,822
	TOTAL TRANSFERRED TO:	**$ 8,822**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Travel	100665100-63200	$ 6,271
Office Supplies	100665100-63500	$ 800
Property & Equipment	100665100-64000	$ 1,751
	TOTAL TRANSFERRED FROM:	**$ 8,822**

EXPLANATION: Necessary to transfer funds into Capital Acquisitions in order to complete project that was started in the 2007 budget. These funds will be utilized for the erection of the metal storage shed (previously purchased), as well as the surrounding fencing & gates to complete this entire project.

Department Head: _____ Date: 3-3-09

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

9B

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the 17 day of **March** 2009 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Constable #1** Dept. #: **5501**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Capital Acquisitions	100550101 64500	$ 1,000
	TOTAL TRANSFERRED TO:	**$ 1,000**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Rental	100550101 63300	$ 500
Property and Equipment	100550101 64000	$ 500
	TOTAL TRANSFERRED FROM:	**$ 1,000**

EXPLANATION: Transfer to Capital Acquisitions from Rental and Property & Equipment to cover the cost of MDT for Teal Run/MUD 23 vehicles approved in Commissioner's Court on 1/23/09 for FY 2009.

Department Head: Date: 03/03/09

***** USE WHOLE DOLLAR AMOUNTS ONLY *****

THE COUNTY OF FORT BEND

BY: Robert E. Hebert
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

4c

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the 17 day of March 2009 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: Constable #3 Dept. #: 5503

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Capital Acquisitions	100550302 64500	$ 4,600
	TOTAL TRANSFERRED TO:	**$ 4,600**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Property and Equipment	100550302 64000	$ 4,600
	TOTAL TRANSFERRED FROM:	**$ 4,600**

EXPLANATION: Transfer to Capital Acquisitions from Property and Equipment to cover the cost of MDT for Cinco Ranch vehicle approved in Commissioner's Court on 11/25/08 for FY 2009.

Department Head: Date: 03/03/09

*** **USE WHOLE DOLLAR AMOUNTS ONLY** ***

THE COUNTY OF FORT BEND

BY: Robert E. Hebert
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

9d1

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **17th** day of **March** 2008/9 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **County Clerk** Accounting Unit: **100403100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Contingency	100409100-66500	$25910.00 ~~$25,909.70~~
	TOTAL TRANSFERRED TO:	$25,910.00 ~~$25,909.70~~

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Salaries & Labor	100403100-61000	21.072 ~~$21,071.70~~
Payroll Taxes	100403100-62000	$2,071.00
Retirement	100403100-62100	$2,767.00
	TOTAL TRANSFERRED FROM:	~~$25,909.70~~ $25910.00

EXPLANATION: Due to delay in opening the Cinco Ranch & Missouri City Annexes. We do not need the staff position or the equipment for 2009. However, I will need the equipment & supplies for 2010 budget, but will eliminate the staff position until a future budget.

Department Head: _____ Date: 3/3/09

*** **USE WHOLE DOLLAR AMOUNTS ONLY** ***

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

9d2

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **17th** day of **March** 2008/9 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **County Clerk** Accounting Unit: **100403100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Contingency	100409100-66500	$106,852.00
	TOTAL TRANSFERRED TO:	**$106,852.00**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Fees	100403100-63000	$1,740.00
Office Supplies	100403100-63500	$2,110.00
Property & Equipment	100403100-64000	$26,080.00
Capital Acquisitions	100403100-64500	$55,000.00
Information Technology	100403100-65000	$21,622.00
Rentals	100403100-63300	$300.00
	TOTAL TRANSFERRED FROM:	**$106,852.00**

EXPLANATION: Due to delay in opening of Cinco Ranch & Missouri City Annexes. We do not need the staff position or the equipment for 2009. However, I will need the equipment & supplies for 2010 budget, but will eliminate the staff position until a future budget.

Department Head: _____ Date: 3/3/09

*** **USE WHOLE DOLLAR AMOUNTS ONLY** ***

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

9d3

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **17th** day of **March** 2008/9 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Tom Stavinoha	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **County Clerk** Accounting Unit: **270403101**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Fees	270403101-63000	$36,000.00
	TOTAL TRANSFERRED TO:	**$36,000.00**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Contingency	270403101-66500	$36,000.00
	TOTAL TRANSFERRED FROM:	**$36,000.00**

EXPLANATION: Need to submit purchase order for Migration from Oracle to SQL Server 2005.

Department Head: _____ Date: 3/10/09

*** **USE WHOLE DOLLAR AMOUNTS ONLY** ***

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

MANATRON

Dianne Wilson
Fort Bend County Clerk
301 Jackson St
Richmond TX 77469

February 25, 2009

RE: Migration from Oracle to SQL Server 2005

Dear Dianne,

Thank you for giving Manatron the opportunity to offer this proposal for assisting the County with migrating from Oracle to Microsoft SQL Server 2005. Attached is the Statement of Work with pricing and space for your signature.

This offer is valid for 90 calendar days. Work scheduling will commence upon receipt of the below customer acceptance signed by yourself or a duly authorized representative of Fort Bend County.

Services:

Database Migration Services from Software Development	$21,200.00
Database Migration Services from Engineering Services / DBA	$11,557.00
Project Management and Team Project Meetings	$ 3,200.00
Total Cost:	**$35,957.00**

Migration to SQL Server 2005 is to be provided under Change Order TX022509FBC to the Manatron Records Management Annual Software License and Maintenance Supplemental Agreement. Fort Bend County will purchase the SQL Server 2005 database license separately. There is no impact on current maintenance pricing.

Sincerely,

John Rickerby

9e1

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the 17 day of **March** 2008 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Office of Emergency Management** Accounting Unit: **100580100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Utilities	100418102-63400	$ 145
	TOTAL TRANSFERRED TO:	**$ 145**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Fees	100580100-63000	$ 145 ✓
	TOTAL TRANSFERRED FROM:	**$ 145**

EXPLANATION: Transfer funds to cover the cost associated with additional services and monthly fees for conference phones in County EOC. (Correct problems identified during Hurricane Ike)

Department Head: [signature] Date: 3/4/09

*** **USE WHOLE DOLLAR AMOUNTS ONLY** ***

THE COUNTY OF FORT BEND

BY: [signature]
Robert E. Hebert, County Judge

[signature]

Form BO1
Revised 10/2005

9e2

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the 17 day of **March** 2008 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Office of Emergency Management** Accounting Unit: **100580100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Information Technology	100580100-65000	$ 345
	TOTAL TRANSFERRED TO:	**$ 345**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Fees	100580100-63000	$ 345
	TOTAL TRANSFERRED FROM:	**$ 345**

EXPLANATION: Transfer funds to cover the cost of I.T equipment and software.

Department Head: _____ Date: 3/10/09

*** **USE WHOLE DOLLAR AMOUNTS ONLY** ***

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the 17 day of March 2008/9 , the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Tom Stavinoha	-	Commissioner Precinct #1
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James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Fire Marshal's Office** Accounting Unit: **100543100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Information Technology	65000	$ 1,175
	TOTAL TRANSFERRED TO:	**$ 1,175**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Capital Acquisitions	64500	$ 698 ✓
Property & Equipment	64000	$ 477 ✓
	TOTAL TRANSFERRED FROM:	**$ 1,175**

EXPLANATION: Needed to replace eight (8) APC Back-UPS RS due to major failure, as analyzed per IT department. Also need an additonal $53 to order budgeted PC, due to slight price increase.

Department Head: V. T Gupta Date: 3-3-09

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: Robert E Hebert

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

10A

AS PER ORIGINAL

AGENDA ITEM

FORT BEND COUNTY CONSTABLE'S OFFICE PRECINCT 2

RACIAL PROFILING STATISTICAL REPORT 2008-2009

COUNTY JUDGE
RECEIVED
MAR 02 2009

CO JUDGE BOB HEBERT Fax:2813418609 Mar 11 2009 9:07 P.01

Fort Bend County Constable's Office Pct. 2
Racial Profiling Statistical Report
(JANAUARY 1, 2008) to (JANUARY 1, 2009)

Table 1: Detention Disposition by Race

Disposition	ian/Pacific Islanc	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	0.0%	1	0.8%	100.0%
Released	0	#DIV/0!	#DIV/0!		0.0%	#DIV/0!
Ticketed	0	#DIV/0!	0.0%	84	67.7%	84.0%
Warned (Written)	0	#DIV/0!	0.0%	39	31.5%	95.1%
	0 Total	#DIV/0! of Race	0.0% of all Detentions	124 Total	100.0% of Race	87.3% of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested		0.0%	0.0%		0.0%	0.0%
Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Ticketed	8	80.0%	8.0%	8	100.0%	8.0%
Warned (Written)	2	20.0%	4.9%		0.0%	0.0%
	10 Total	100.0% of Race	7.0% of all Detentions	8 Total	100.0% of Race	5.6% of all Detentions

Disposition	Native American	% of Race	% of Disposition
Arrested		#DIV/0!	0.0%
Released		#DIV/0!	#DIV/0!
Ticketed		#DIV/0!	0.0%
Warned (Written)		#DIV/0!	0.0%
	0 Total	#DIV/0! of Race	0.0% of all Detentions

Disposition	Total %	Number
Arrested	0.7%	1
Released	0.0%	0
Ticketed	70.4%	100
Warned (Written)	28.9%	41
	100.0%	142

CO JUDGE BOB HEBERT Fax:2813418609 Mar 11 2009 9:07 P.02

Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Search	Black	% of Race	% of Search
Consent Search		#DIV/0!	#DIV/0!		0.0%	#DIV/0!
No Search		#DIV/0!	0.0%	108	97.3%	84.4%
Probable Cause Search		#DIV/0!	#DIV/0!	3	2.7%	#DIV/0!
	0 Total	#DIV/0! of Race	0.0% of all Detentions	111 Total	100.0% of Race	86.7% of all Detentions

SearchStatus	Hispanic	% of Race	% of Search	White	% of Race	% of Search
Consent Search		0.0%	#DIV/0!		0.0%	#DIV/0!
No Search	11	100.0%	8.6%	9	100.0%	7.0%
Probable Cause Search		0.0%	#DIV/0!		0.0%	#DIV/0!
	11 Total	100.0% of Race	8.6% of all Detentions	9 Total	100.0% of Race	7.0% of all Detentions

SearchStatus	Native American	% of Race	% of Search
Consent Search		#DIV/0!	#DIV/0!
No Search		#DIV/0!	0.0%
Probable Cause Search		#DIV/0!	#DIV/0!
	0 Total	#DIV/0! of Race	0.0% of all Detentions

SearchStatus	Total %	Number
Consent Search	0.0%	0
No Search	100.0%	128
Probable Cause Search	0.0%	
	100.0%	128

Table 3: Stop Reason and Disposition by Race

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	Black	% of Race	% of Stop
Hazardous Traffic	Arrested		#DIV/0!	#DIV/0!		0.0%	#DIV/0!
Hazardous Traffic	Released		#DIV/0!	#DIV/0!		0.0%	#DIV/0!
Hazardous Traffic	Ticketed		#DIV/0!	#DIV/0!		0.0%	#DIV/0!
Hazardous Traffic	Warned (Written)		#DIV/0!	#DIV/0!		0.0%	#DIV/0!
Investigation	Arrested		#DIV/0!	#DIV/0!		0.0%	#DIV/0!
Investigation	Released		#DIV/0!	#DIV/0!		0.0%	#DIV/0!
Investigation	Ticketed		#DIV/0!	0.0%		0.0%	0.0%
Investigation	Warned (Written)		#DIV/0!	#DIV/0!		0.0%	#DIV/0!
Non-Hazardous Traffic	Arrested		#DIV/0!	0.0%	1	0.8%	10.0%
Non-Hazardous Traffic	Released		#DIV/0!	#DIV/0!		0.0%	#DIV/0!
Non-Hazardous Traffic	Ticketed		#DIV/0!	0.0%	83	63.8%	90.2%
Non-Hazardous Traffic	Warned (Written)		#DIV/0!	0.0%	46	35.4%	95.8%
		0 Total	**#DIV/0! of Race**	**0.0% of all Detentions**	**130 Total**	**100.0% of Race**	**85.5% of all Detentions**

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	White	% of Race	% of Stop
Hazardous Traffic	Arrested		0.0%	#DIV/0!		0.0%	#DIV/0!
Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Hazardous Traffic	Ticketed		0.0%	#DIV/0!		0.0%	#DIV/0!
Hazardous Traffic	Warned (Written)		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Arrested		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Investigation	Ticketed		0.0%	0.0%	2	18.2%	100.0%
Investigation	Warned (Written)		0.0%	#DIV/0!		0.0%	#DIV/0!
Non-Hazardous Traffic	Arrested	1	9.1%	10.0%	8	72.7%	80.0%
Non-Hazardous Traffic	Released		0.0%	#DIV/0!		0.0%	#DIV/0!
Non-Hazardous Traffic	Ticketed	8	72.7%	8.7%	1	9.1%	1.1%
Non-Hazardous Traffic	Warned (Written)	2	18.2%	4.2%		0.0%	0.0%
		11 Total	**100.0% of Race**	**7.2% of all Detentions**	**11 Total**	**100.0% of Race**	**7.2% of all Detentions**

StopReason	cboStopDisposition	Native American	% of Race	% of Stop
Hazardous Traffic	Arrested		#DIV/0!	#DIV/0!
Hazardous Traffic	Released		#DIV/0!	#DIV/0!
Hazardous Traffic	Ticketed		#DIV/0!	#DIV/0!
Hazardous Traffic	Warned (Written)		#DIV/0!	#DIV/0!
Investigation	Arrested		#DIV/0!	#DIV/0!
Investigation	Released		#DIV/0!	#DIV/0!
Investigation	Ticketed		#DIV/0!	0.0%
Investigation	Warned (Written)		#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Arrested		#DIV/0!	0.0%
Non-Hazardous Traffic	Released		#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Ticketed		#DIV/0!	0.0%
Non-Hazardous Traffic	Warned (Written)		#DIV/0!	0.0%
		0 Total	**#DIV/0! of Race**	**0.0% of all Detentions**

StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.0%	0
Hazardous Traffic	Released	0.0%	0
Hazardous Traffic	Ticketed	0.0%	0
Hazardous Traffic	Warned (Written)	0.0%	0
Investigation	Arrested	0.0%	0
Investigation	Released	0.0%	0
Investigation	Ticketed	1.3%	2
Investigation	Warned (Written)	0.0%	0
Non-Hazardous Traffic	Arrested	6.6%	10
Non-Hazardous Traffic	Released	0.0%	0
Non-Hazardous Traffic	Ticketed	60.5%	92
Non-Hazardous Traffic	Warned (Written)	31.6%	48
		100.0%	152

AGENDA ITEM

FORT BEND COUNTY FY 2009
AGENDA ITEM S COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/11/08
Submitted By: Nicole Mehrens, County Attorney's Office
Department: CONSTABLE, PCT. 2
Court Agenda Date: 03/17/09
Phone Number: 281-341-4555

10B

SUMMARY OF ITEM:

Take all appropriate action on Contract Deputy Agreement between Fort Bend County and Quail Bridge Community Improvement Association, effective for a six-month period from April 1, 2009 through September 30, 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☒ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: Constable Ruben Davis, Pct. 2		☒	County Atty.	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-19-09 orig. ret. to Nicole at CO Attorney

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND QUAIL BRIDGE COMMUNITY IMPROVEMENT ASSOCIATION

This Agreement, made and entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Quail Bridge Community Improvement Association ("Association").

WITNESSETH:

WHEREAS, the County and the Association desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services to a certain Area in Fort Bend County, Texas, generally referred to as Quail Bridge as authorized by Section 351.061, Texas Local Government Code;

WHEREAS, ***the Association agrees to pay the County for all of the costs and additional expenses the County will incur for providing such additional law enforcement services for a six (6) month period, beginning April 1, 2009 and ending September 30, 2009.***

WHEREAS, the Fort Bend County Constable Precinct 2, ("Law Enforcement Official") has law enforcement authority in the Association's geographical area; and

WHEREAS, the County and the Law Enforcement Official desire to provide said additional law enforcement services; and

WHEREAS, if a Contract Deputy(ies) deviates from the terms of the Contract, the employment of the Contract Deputy(ies) may be immediately terminated by the County. If law enforcement support staff alters or falsely adapts reports, their employment will be terminated. If the elected Law Enforcement Official promotes or in any manner allows a deviation from the terms of the Contract, it may be grounds for an Action for Removal of the elected Official by the County.

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

ARTICLE I.
DEFINITIONS

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

A. Area. That Area herein referred to generally as Quail Bridge Subdivision. In no event shall the defined Area exceed the geographical area represented by the Association or the jurisdictional boundaries of the County.

B. Contract Deputy(ies). Means the additional Deputy(ies) (whether one or more) provided by the County to the Association to provide the additional law enforcement services contemplated and provided for in this Agreement.

C. Working Time. Means the usual or normal hours (including overtime) that a Contract Deputy(ies) is required by the Law Enforcement Official to work in any calendar month. In addition, working time includes one hundred percent (100%) of the time the Contract Deputy(ies) is on vacation leave, is on sick leave and receives workers' compensation benefits.

ARTICLE II.
PURPOSE

The purpose of this Agreement is for the County to authorize (but not require) the Law Enforcement Official to provide additional law enforcement personnel to the designated Area under the terms and conditions herein contained. By signing this Agreement the Law Enforcement Official agrees to provide the services referred to in Article IV under the terms and conditions herein contained.

ARTICLE III.
TERM

The term of this Agreement shall be for a six (6) month period commencing **April 1, 2009** at 12:01 a.m. and expiring on **September 30, 2009** at 12:00 a.m., unless sooner terminated pursuant to the terms herein contained.

A. It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

B. It is expressly understood and agreed to by the parties that, notwithstanding the ability of either party to terminate this Agreement upon thirty (30) days written notice, this Agreement may be terminated by the County, with or without notice to the Association, at any time after the Association has defaulted in the payment of any obligation hereunder.

C. It is expressly understood and agreed to by the parties that if the Association shall at any time be in default of any obligation hereunder, the Association shall be liable to the County for any and all expenses incurred by the County as a result of such default, including, but not limited to, attorney's fees, costs of court and interest at the rate of one percent (1%) simple interest per month, on all past due amounts.

D. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any money due for law enforcement services rendered hereunder.

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

F. The Association shall have the option to renew this Agreement, upon the terms and conditions mutually agreed to in writing by both parties, by giving the County written notice of its election not later than thirty (30) days prior to the expiration of the initial term.

ARTICLE IV.
CONTRACT DEPUTY(IES)

A. The County, by and through the Law Enforcement Official's Office, agrees to provide the Association, with one (1) Contract Deputy(ies), to the Area. The Contract Deputy(ies) shall perform his/her duties under this Agreement in full compliance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office.

B. The Law Enforcement Official, or his representative, shall endeavor to notify the Association at least ten (10) days in advance of the vacation time to be taken by a Contract Deputy(ies).

C. The Law Enforcement Official, or his representative, shall endeavor to notify the Association as soon as possible when a Contract Deputy(ies) is on sick leave.

D. The Contract Deputy(ies) shall perform his/her duties under this Agreement in the same manner as if the Contract Deputy(ies) were performing the duties in the absence of an Agreement.

E. The Contract Deputy(ies) shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Fort Bend County Sheriff's Office.

F. In the event the Area is within the incorporated limits of a municipality, the Contract Deputy(ies) shall also submit written copies of any felony offense reports and subsequent copies of investigative reports to the municipal police department that serves the Area.

G. The Contract Deputy(ies) performing the duties hereunder shall promptly notify the Fort Bend County Sheriff's Office 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 Fort Bend County Sheriff's Office.

ARTICLE V.
AUTHORITY AND COUNTY'S PEROGATIVE TO APPOINT CONTRACT DEPUTY(IES)

A. It is expressly understood and agreed to by the parties that the Contract Deputy(ies), if any, shall be subject to the control and supervision of the Law Enforcement Official to the same extent as the Law Enforcement Official's other deputies, and that the Contract Deputy(ies), if any, shall have no duty or obligation to the Association or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally.

B. The Law Enforcement Official hereby expressly retains full and complete authority to supervise the Contract Deputy(ies) and, in an emergency, determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy(ies) to duties other than those to be performed pursuant to this Agreement.

C. It is expressly understood and agreed to by the parties that this Agreement is not intended (nor shall it be construed) to obligate the County and/or the Law Enforcement Official in

any manner, *whatsoever*, to assign the Contract Deputy(ies) to devote any portion of his/her Working Time to the Area.

It is expressly understood and agreed to by the parties that:

1. In the event the Law Enforcement Official does not assign the Contract Deputy(ies) to substantially devote his/her Working Time to the Area;
2. In the event the Contract Deputy(ies) is removed from the Area by the Law Enforcement Official; and/or
3. If for some other reason the Contract Deputy(ies) does not substantially devote his/her Working Time to the Area for the term of this Agreement;

then and in that event, Fort Bend County shall have no liability *whatsoever* to the Association and/or the resident's of the Area, other than to pay the Association an appropriate refund, if any be due, as provided for herein.

ARTICLE VI.
COUNTY EMPLOYEES

A. The Contract Deputy(ies) performing duties under this Agreement shall at all times remain a county employee subject to the same rights and responsibilities as the Law Enforcement Official's other deputies.

B. The County agrees that the Contract Deputy(ies) shall perform the services described herein in accordance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office; provided, however, that, while Fort Bend County shall be responsible for the acts and omissions of its employees, 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., the Texas Tort Claims Act. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES PROVIDED BY COUNTY OR THE LAW ENFORCEMENT OFFICIAL TO ASSOCIATION, AND COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.

C. The County retains sole and independent authority regarding the hiring, supervision, discipline, and termination of the Contract Deputy(ies).

ARTICLE VII.
INCREASES

A. The Association agrees to pay any and all increases in the Contract Deputy(ies)'s salary, allowances, benefits, etc. that may occur during the term of this Agreement, including, but not limited to:

1. Social Security;
2. Medicare;
3. Retirement;
4. Workers Compensation/unemployment;
5. Health and Life Insurance;
6. Certification pay;

7. Any overtime incurred at the request of the Association:
8. Any overtime incurred because of circumstances related to the Area: and/or;
9. Death and Dismemberment Insurance

B. Salary. Upon notice by the County to the Association of any such increases and/or additional expenses (whether included on Exhibit "A" or not), the Association shall pay said increased salary, allowances, benefits, additional expenses etc., in accordance with the provisions contained herein.

ARTICLE VIII.
PAYMENT BY ASSOCIATION

A. All payments shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Auditor, 301 Jackson Street, 5th Floor, Richmond, Texas 77469, and the Auditor then will ensure that the payments are directed to the Office of the County Treasurer for proper receipt.

B. The Association agrees to pay Fort Bend County ***an estimate sum of*** **THIRTY THOUSAND NINE HUNDRED SEVENTY AND 80/100 DOLLARS ($30,970.80)** ("Contract Amount" or 100% Contract Cost") for one (1) Contract Deputy(ies) to be used by Fort Bend County for the purpose of paying one hundred percent (100%) of the cost to the County for supplying the additional law enforcement services. See attached Exhibit "A", Contract Deputy(ies) Cost Worksheet for all presently known expenses. Actual cost of contract will be reviewed on a quarterly basis and proper notification of any changes will be sent.

The Contract Amount shall be due and payable, without demand, in six (6) equal monthly installments of **$5,161.80**, subject to any adjustments as provided herein.

1. The first installment shall be due on April 1, 2009.
2. Each subsequent monthly installment shall be due and payable, without demand, on or before the 1st day of each month during the term of this Agreement.

C. The Association hereby expressly agrees to pay for all costs incurred by the County for providing the services hereunder, regardless of whether said expenses are set forth in Exhibit A, including but not limited to, Contract Deputy(ies) overtime, uniforms, equipment, portable cellular phones, vehicles, vehicle maintenance and/or vehicle appearance. Said Cost to be all of the allocated costs as determined by the County Auditor.

D. In the event that any additional equipment, including but not limited to vehicles, uniforms, cellular phones, radios, etc., is necessary to carry out the terms of this Agreement, the Association, at its option, may purchase the equipment and donate it to the County or the Association may provide the County, in advance, with the funds and have the County purchase the equipment.

1. In the event that the Association purchases the equipment and donates it to the County, the equipment must meet the County's standards and be approved by the Law Enforcement Official before being used by the Contract Deputy(ies).

2. In the event that the Association desires to provide the County with the funds, in advance, to purchase the equipment, all County procedures must be followed.

3. Regardless of which option the Association chooses, the equipment shall forever become and remain the sole property of the County, even upon termination, for any reason, of this Agreement.

E. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

F. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within thirty (30) days of the due date, the County is authorized to terminate this Agreement without further notice. Failure of County to make demand for payments due shall not be a waiver of Association's obligations to make timely payments.

ARTICLE IX.
ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X.
INDEMNITY AND HOLD HARMLESS

A. **THE ASSOCIATION AGREES FOR ITSELF, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES TO INDEMNIFY THE COUNTY AND TO RELEASE AND HOLD HARMLESS FORT BEND COUNTY, TEXAS AND ALL OF ITS ELECTED AND APPOINTED OFFICIALS, STAFF, EMPLOYEES AND SERVANTS FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES, ATTORNEY'S FEES, COSTS, AND/OR INJURIES, INCLUDING DEATH, THAT THE ASSOCIATION, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES MAY SUSTAIN AND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY OUT OF THE COUNTY'S, LAW ENFORCEMENT OFFICIAL'S AND/OR EXTRA DEPUTY(IES)'S PERFORMANCE PURSUANT TO THIS AGREEMENT.**

B. Association shall furnish County with insurance certificates(s) and a copy of each policy that is in effect as of the effective date of this Agreement for verification and approval by the County Risk Management Department. County and the County Commissioners shall be named as additional insureds to required coverage. Policies written on behalf of Association shall contain a waiver of subrogation in favor of County and County Commissioners.

C. Association shall obtain such insurance from companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain Commercial General Liability insurance, on an occurrence form, with the County as an additional insured, in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general policy aggregate if policy has an aggregate.

D. Association shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Association shall provide County subsequent insurance certificates throughout the term of the Agreement upon request.

ARTICLE XI.
SEVERABILITY

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement 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, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

ARTICLE XII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached Exhibit "A" and that this Agreement supersedes all prior communications and negotiations between the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

B. Any modifications, 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.

ARTICLE XIII.
NOTICE

A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the **County**: Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

To **Association**: Quail Bridge Community Improvement Association
c/o Randall Management
900 West Bellfort, Suite 311
Houston, Texas 77031

B. Either party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

ARTICLE XIV.
THIRD PARTY APPROVAL MAY BE REQUIRED

A. In the event that the Area lies within the corporate limits of any incorporated city, it is understood and agreed to by the parties that pursuant to Section 351.067, Texas Local Government Code, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city ("City") within which corporate limits the Area lies.

B. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City.

C. It is further understood and agreed to by the parties that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

ARTICLE XV.
EXECUTION

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below, but effective April 1, 2009.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date: 3-17-09

Fort Bend County Constable
Precinct 2

Ruben Davis, Constable

Date: 3-6-2009

ATTEST:

Dianne Wilson, County Clerk

QUAIL BRIDGE COMMUNITY IMPROVEMENT ASSOCIATION

By: Carolyn Poole

Title: President

Date: 3/9/09

Attachment: Exhibit "A" – Cost Estimate Sheet

MER/nm: Quail Bridge. 08-09 renewal: 3042-:03/05/09

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND QUAIL BRIDGE COMMUNITY IMPROVEMENT ASSOCIATION

On this the 17 day of March, 2009, the Commissioners Court sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner Meyers, seconded by Commissioner Prestage, duly put and carried,

The County Judge is authorized to execute an Agreement for Additional Law Enforcement Services between Fort Bend County and Quail Bridge Community Improvement Association for one (1) Contract Deputy from the Fort Bend County Constable Precinct 2 Office in the amount of $30,970.80 for a period of six (6) months beginning April 1, 2009.

It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, in the event that the Area lies within the corporate limits of an incorporated city, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of said 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. 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.

Fort Bend County

Quail Bridge Contract Deputy

For the Period of October 1, 2008 through September 30, 2009

Description	10/1/2008 thru 9/30/2009
Salaries (1-32 hr Deputy)	31,370.11
Automobile Allowance	3,000.20
FICA/Medicare	2,629.33
Retirement	3,512.65
Group Insurance	10,560.00
Workers' Comp./Unemployment	309.33
Total Salary & Fringe Benefits	51,381.62
Total Cost	**51,381.62**
Monthly Payment - 12 months - 10/1/08	**4,281.80**
	3,401.80
Group Insurance - 1 Officer	**1,760.00**
Monthly Payment - 6 months - 3/1/09	**5,161.80**

dd
3/4/2009 0:00

Attachment A

Carolyn Poole
Signature of Approval

Date:
3/4/09

Client#: 3877 QUAIBRI

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/05/09

PRODUCER
Hills Regal & Hobbs (Assoc)
1155 Dairy Ashford, Suite 350
Houston, TX 77079-3012
281 531-4455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Quail Bridge Community Improvement Asso
c/o Randall Management
9990 W. Bellfort, #311
Houston, TX 77031

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	LTPD35002866	01/26/09	01/26/10	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Property	LTPD35002856	01/26/09	01/26/10	Blanket: $330,043	

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

CERTIFICATE HOLDER

This certificate is intended to evidence certain coverages for PUD certification only.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 00 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Mark A Conner

© ACORD CORPORATION 1988

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

11 A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/04/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/17/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No.209026 (Pay Estimate No.12) in the amount of $12,169.10 to Klotz Associates regarding labor rates relating to Fort Bend County Mobility Bond Projects, Precincts 1,2,3 &4. (Fund: Mobility Bonds) Lawson P.O.#13703

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

klotz associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Mr. Jesse Hegemier, PE
Fort Bend County Engineer
Fort Bend County
1124 Blume Road
Rosenberg, TX 77471

Date: February 20, 2009
Project No: 0262.014.000
Invoice No: 209026

INVOICE

For Professional Services rendered from January 16, 2009 to February 15, 2009 in connection with:
On-Call Engineering Services
Fort Bend County PO #13703

Professional Personnel

	Hours	Rate	Amount	
Principal				
Ogden, Michael	5.00	260.00	$1,300.00	
Department Manager				
Balmos, David	21.00	235.00	$4,935.00	
Associate Engineer				
Mickey, Justin	33.00	125.00	$4,125.00	
Seyedkalal, Shahab	13.00	125.00	$1,625.00	
Clerical				
Zalman, Angela	2.00	75.00	$150.00	
Totals	**74.00**		**$12,135.00**	
				12,135.00

Reimbursable Expenses

Mileage			34.10	
Total Reimbursables		**1.0 times**	**34.10**	**34.10**

Recap:

Contract Amount	$300,000.00
Previous – General Mobility	$123,921.48
Previous – Gaines Road	$77,891.00
Current	$12,169.10
Balance	$86,018.42

Total Due this Invoice **$12,169.10**

Klotz Associates Approval:

David C. Balmos, P.E.

Fort Bend County Mobility Program
General Engineering Consultant Services
Fort Bend County, Texas
PO# 13703

PROGRESS REPORT #12

January 16, 2008 through February 15, 2009

The work to be performed under this scope of work consists of general engineering consulting services including consultant oversight, agency coordination, design review, and miscellaneous design services. The work performed this period includes:

- Met with Commissioner Morrison, Marc Grant, Jesse Hegemier and Jamie Griffith to discuss alignment alternatives for McKeever Road. Prepared exhibits and cost estimates.
- Coordinated with Burk Kleinpeter regarding Trammel Fresno Road. Attend DCC meeting at TxDOT. Review right-of-way maps prepared by LJA Engineering. Coordinated environmental review process ongoing at TxDOT Houston District.
- Provided review of final bidding documents for the West Bellfort project. Met with Kelly Kaluza and county staff regarding the proposed plans.
- Evaluated proposal from Pate Engineering for additional services related to the re-alignment of Old Richmond Road.
- Reviewed progress reports and invoices for various mobility projects.

David C. Balmos, P.E.

Project Manager

klotz associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Client Name: Fort Bend County
ATTN: Jesse Hegemier, P.E.
1124 Blume Road
Rosenberg, Texas 77471-15
Phone Number: 281-633-7507

Detail Project Charges
Services Rendered through February 15, 2009

EMPLOYEE ID	EMPLOYEE NAME	DATE	HOURS	BILLING RATE	TOTAL BILLIABLE
210	Ogden, Michael	1/21/2009	0.50	260.00	130.00
210	Ogden, Michael	1/22/2009	0.50	260.00	130.00
210	Ogden, Michael	1/26/2009	0.50	260.00	130.00
210	Ogden, Michael	1/27/2009	0.50	260.00	130.00
210	Ogden, Michael	1/28/2009	0.50	260.00	130.00
210	Ogden, Michael	1/29/2009	0.50	260.00	130.00
210	Ogden, Michael	2/2/2009	0.50	260.00	130.00
210	Ogden, Michael	2/3/2009	0.50	260.00	130.00
210	Ogden, Michael	2/4/2009	0.50	260.00	130.00
210	Ogden, Michael	2/5/2009	0.50	260.00	130.00
			5.00		**1300.00**
485	Zalman, Angela	2/3/2009	2.00	75.00	150.00
			2.00		**150.00**
509	Seyedkalal, Shahab	1/21/2009	4.00	125.00	500.00
509	Seyedkalal, Shahab	1/23/2009	4.00	125.00	500.00
509	Seyedkalal, Shahab	1/26/2009	5.00	125.00	625.00
			13.00		**1625.00**
510	Balmos, David	1/19/2009	2.00	235.00	470.00
510	Balmos, David	1/20/2009	4.00	235.00	940.00
510	Balmos, David	1/26/2009	2.00	235.00	470.00
510	Balmos, David	2/2/2009	3.00	235.00	705.00
510	Balmos, David	2/3/2009	3.00	235.00	705.00
510	Balmos, David	2/4/2009	1.00	235.00	235.00
510	Balmos, David	2/5/2009	1.00	235.00	235.00

Detail Project Charges
Services Rendered through February 15, 2009

EMPLOYEE ID	EMPLOYEE NAME	DATE	HOURS	BILLING RATE	TOTAL BILLIABLE
510	Balmos, David	2/6/2009	1.00	235.00	235.00
510	Balmos, David	2/9/2009	1.00	235.00	235.00
510	Balmos, David	2/10/2009	1.00	235.00	235.00
510	Balmos, David	2/11/2009	1.00	235.00	235.00
510	Balmos, David	2/12/2009	1.00	235.00	235.00
			21.00		**4935.00**
544	Mickey, Justin	2/3/2009	9.00	125.00	1125.00
544	Mickey, Justin	2/4/2009	9.00	125.00	1125.00
544	Mickey, Justin	2/5/2009	6.00	125.00	750.00
544	Mickey, Justin	2/9/2009	9.00	125.00	1125.00
			33.00		**4125.00**
				Total Billed	**12135.00**

klotz associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Client Name: Fort Bend County
ATTN: Jesse Hegemier, P.E.
1124 Blume Road
Rosenberg, Texas 77471-15
Phone Number: 281-633-7507

Detail Project Charges
Services Rendered through February 15, 2009

VENDOR ID	VENDOR NAME	DATE	BILLABLE
0510	Balmos, David - Mileage	1/16/2009	34.10
		Sub Total Expenses	**34.10**
	Total for Project Number 0262.014.000		**12169.10**

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/04/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/17/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 3124 in the amount of $25,167.50 to Property Acquisition Services (PAS) for various Right of Way acquisitions, Precincts 1,2,3&4. (Fund: Right of Way):old p.o.#PC04300002599: LAWSON P.O.#23886

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
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☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

AS PER ORIGINAL

PAS PROPERTY ACQUISITION SERVICES, INC.

February 28, 2009
Invoice # 3124

Bill to: Mr. D. Jesse Hegemier, P.E.
Fort Bend County Engineering
1124-52 Blume Rd.
Rosenberg, TX 77471-1149

Remit to: PAS Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, TX 77479
(281) 343-7171

Project Name: Fort Bend County
P.O. #23886

Locations:

FM 359	Trammel Fresno	Florence Rd
Ransom Road	Voss Road	Falcon Landing
Harlem Road	FM 1464	Katy Flewellen
FM 762	Moffett Road Extension	Katy Gaston
Cottonwood	Greenbusch	HWY 36

Work Requested: Performed Right-of-Way Services for Fort Bend County

Right-of-Way Agent	75.00	326.50	24,487.50
Right-of-Way Assistant	40.00	17.00	680.00
Totals		**343.50**	

Expense	**Amount ($)**
See Expense Summary Sheet	
Total Expenses	$ -

Total $ 25,167.50

CONTRACTOR BILLING SUMMARY		
Estimated Cost	$	1,350,000.00
Previous Amount Invoiced	$	833,567.09
Previous Funds Available	$	516,432.91
Current Amount Invoiced	$	**25,167.50**
Remaining Funds Available	$	491,265.41

Terms: Total due upon receipt

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Trammel Fresno

Work Requested: Road Widening

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	13.75	1,031.25
Right-of-Way Assistant	40.00	1.00	40.00
Totals		**14.75**	[illegible]

Expense	Amount ($)
See Expense Summary Sheet	0.00
Total Expenses	**$ -**

Total **$ 1,071.25**

PAS Property Acquisition Services, Inc.

Job Detail

Location: FM 1464

Work Requested: Road Widening

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	43.75	3,281.25
Right-of-Way Assistant	40.00	2.00	80.00
Totals		**45.75**	**$ 3,361.25**

Expense	Amount ($)
See Expense Summary Sheet	0.00
Total Expenses	**$ -**

Total $ 3,361.25

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Florence Road

Work Requested:

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	9.00	675.00
Right-of-Way Assistant	40.00	1.00	40.00
Totals		**10.00**	**$ 715.00**

Expense	Amount ($)
See Expense Summary Sheet	
Total Expenses	**$ -**

Total **$ 715.00**

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Greenbusch

Work Requested: Acquire Right-of-Way for Road Realignment

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	90.50	6,787.50
Right-of-Way Assistant	40.00	4.00	160.00
Totals		**94.50**	**$ 6,947.50**

Expense	Amount ($)
See Expense Summary Sheet	0.00
Total Expenses	**$ -**

Total $ 6,947.50

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Katy Gaston

Work Requested:

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	32.25	2,418.75
Right-of-Way Assistant	40.00	2.00	80.00
Totals		**34.25**	**$ 2,498.75**

Expense	Amount ($)
See Expense Summary Sheet	
Total Expenses	**$ -**

Total $ 2,498.75

PAS Property Acquisition Services, Inc.

Job Detail

Location: West Bellfort

Work Requested:

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	3.50	262.50
Right-of-Way Assistant	40.00	0.50	20.00
Totals		**4.00**	**$ 282.50**

Expense	Amount ($)
See Expense Summary Sheet	
Total Expenses	**$ -**

Total $ 282.50

PAS Property Acquisition Services, Inc.

Job Detail

Location: Voss Road

Work Requested: Acquire Right-of-Way for Road Realignment

Acquisition	**Rate ($)**	**Hours**	**Amount ($)**
Right-of-Way Agent	75.00	2.50	187.50
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**2.75**	**$ 197.50**

Expense	**Amount ($)**
See Expense Summary Sheet	0.00
Total Expenses	**$ -**

Total **$ 197.50**

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Charles Lane

Work Requested:

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	2.50	187.50
Right-of-Way Assistant	40.00	0.25	10.00
Totals		**2.75**	**$ 197.50**

Expense	Amount ($)
See Expense Summary Sheet	
Total Expenses	**$ -**

Total $ 197.50

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Harlem Road

Work Requested: Acquire Right-of-Way for Road Realignment

Acquisition	**Rate ($)**	**Hours**	**Amount ($)**
Right-of-Way Agent	75.00	25.50	1,912.50
Right-of-Way Assistant	40.00	2.00	80.00
Totals		**27.50**	**$ 1,992.50**

Expense	**Amount ($)**
See Expense Summary Sheet	0.00
Total Expenses	**$ -**

Total $ 1,992.50

AS PER ORIGINAL

PAS Property Acquisition Services, Inc.

Job Detail

Location: Katy Flewellen

Work Requested: Road Widening

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	89.50	6,712.50
Right-of-Way Assistant	40.00	3.00	120.00
Totals		**92.50**	**$ 6,832.50**

Expense	Amount ($)
See Expense Summary Sheet	
Total Expenses	**$ -**

Total **$ 6,832.50**

PAS Property Acquisition Services, Inc.

Job Detail

Location: Ransom Rd

Work Requested:

Title	Rate ($)	Hours	Amount ($)
Right-of-Way Agent	75.00	13.75	1,031.25
Right-of-Way Assistant	40.00	1.00	40.00
Totals		**14.75**	**$ 1,071.25**

Expense	Amount ($)
See Expense Summary Sheet	
Total Expenses	**$ -**

Total $ 1,071.25

PROPERTY ACQUISITION SERVICES, INC.
19855 Southwest Freeway, Ste. 200
Sugarland, TX 77479
281-343-7171

PROJECT TIME SHEET
Fort Bend County

Mark Heidaker
NAME: (please print)

2/28/09
Date

Trammel Fresno		0.75	1.25	0.25						0.50	1.50												0.25			0.25					4.75
Harlem Road		1.00		1.75							0.50		0.25			1.50	0.25		0.25				0.75		2.00	0.50						8.75
FM 1464																			1.50	2.00				0.50			1.25					5.25
Voss Rd./Old Richmond		0.25										0.50																				0.75
Moffet Road Extension																																0.00
FM 762																																0.00
Ransom Road					0.50	1.25				0.50	0.25	1.50					0.25	0.50														4.75
FM 359																																0.00
Florence Road			1.00		2.25					1.50		1.75				1.50		0.25		0.50					0.25							9.00
Green Busch																																0.00
Katy Flewellen		1.25		0.75		1.00				0.25	0.75						1.25		0.50	0.25				1.50	0.50	2.00						10.00
Katy Gaston				0.25	0.50				0.75		0.25						0.50			0.25			1.00				0.50					4.00

Employee Signature

Date

Manager Signature

3-3-09
Date

Property Acquisition Services, Inc.

AS PER ORIGINAL

PROPERTY ACQUISITION SERVICES, INC.
19855 Southwest Freeway, Ste. 200
Sugarland, TX 77479
281-343-7171

PROJECT TIME SHEET
Fort Bend County

Raymond Johnson
NAME: (please print)

2/28/2009
Date

Employee Name/Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28					Total Hours
Green Busch		1.50	1.50	2.00	1.25	1.75			1.50	1.00	2.00	1.50	0.75			1.00	1.50	1.25	1.25	2.00			1.25	1.50	2.00	1.25	1.50						29.25
Katy Flewellen		0.50	0.50	3.00	2.00	3.00			1.50	1.25	1.25	1.00	1.00			1.25	0.75	0.75	1.00	1.00			1.00	1.25	1.50	2.00	1.00						26.50
Katy Gaston					2.00	2.00						0.50																					4.50
																																	0.00
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Employee Signature

2/27/09
Date

Manager Signature

2/27/09
Date

Property Acquisition Services, Inc.

AS PER ORIGINAL

PROPERTY ACQUISITION SERVICES, INC.
19855 Southwest Freeway, Ste. 200
Sugarland, TX 77479
281-343-7171

PROJECT TIME SHEET
Fort Bend County

Shelly Johnson
NAME: (please print)

2/28/09
Date

Project Name/Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Hours
	List below the number of hours worked each day on each individual project to which you are assigned.																															
FM 1464 Phase I										0.50		1.00					0.25									1.50						3.25
FM 1464 Phase II																																0.00
Trammel Fresno																																0.00
Ft. Bend Bridge/Cottonwood Church Rd.																																0.00
FM 359																																0.00
Greenbusch		0.75			1.00					1.00						1.25	3.00		1.50	1.00			1.00	0.75	0.50		2.00					13.75
Katy-Flewellen		1.00		0.50	1.50											1.00		1.25	1.50				0.75		0.50	0.75	1.25					10.00
Katy-Gaston				0.75	2.00						0.25					0.25																3.25
Charles Lane - 30' Easement					0.75								0.50			0.25				1.00												2.50
																																0.00
																																0.00
																																0.00
																																0.00
																																32.75

Employee Signature

2/27/09
Date

Manager Signature

2/27/09
Date

Property Acquisition Services, Inc.

AS PER ORIGINAL

PROPERTY ACQUISITION SERVICES, INC.
19855 Southwest Freeway, Ste. 200
Sugarland, TX 77479
281-343-7171

PROJECT TIME SHEET
Fort Bend County

Lisa Cisneros
NAME: (please print)

2/28/09
Date

Project Name/Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total Hours
FM 1464 - Parcel 003 - Clodine Store - RELOCATION		3.00																											3.00
																													0.00
																													0.00
																													0.00
																													0.00
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Employee Signature

3/2/09
Date

Manager Signature

3-2-09
Date

PAS Property Acquisition Services, Inc.

AS PER ORIGINAL

PROPERTY ACQUISITION SERVICES, INC.
19855 Southwest Freeway, Ste. 200
Sugarland, TX 77479
281-343-7171

PROJECT TIMESHEET
FORT BEND COUNTY

Chris Mayfield
NAME: (please print)

2/28/2009
Date

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
FM 1464: FM 1093 to Shiloh		0.75	1.50							0.50	1.00								3.00				1.50									8.25
FM 1464: Shiloh to SH 99																	0.50	3.00	1.00	3.00			1.00	0.50	3.00		0.50					12.50
Greenbusch Road		1.50	0.75	1.50	4.25	5.50				3.50			2.50				0.75							3.00		0.50	0.50						24.25
Katy Flewellen Road			0.50										1.50											0.50									2.50
Katy Gaston																								0.50									0.50
Harlem Road: Plantation to US 90A (S)																																	0.00
Harlem Road: SH 99 to Beechnut (N)																	1.25																1.25
Harlem Road: Hwy 90																																	0.00
Brand Lane																																	0.00
Burney Road																																	0.00
Falcon Landing																																	0.00
Florence																																	0.00
FM 359																																	0.00
Mason Road																																	0.00
Old Richmond: Boss Gaston tp W. Airport																																	0.00
Old Richmond: SH 6 to Gaines																																	0.00
Old Richmond: W. Airport to FM 1464																																	0.00
Ransom Road: River Park to Main St																																	0.00
West Bellfort																	2.00	1.50															3.50
																																	0.00
	0.00	2.25	2.75	1.50	4.25	5.50	0.00	0.00	0.00	4.00	1.00	0.00	4.00	0.00	0.00	0.00	4.50	4.50	4.00	3.00	0.00	0.00	2.50	4.50	3.00	0.50	1.00	0.00	0.00	0.00	0.00	

Employee Signature

2/28/2009
Date

Manager Signature

3-2-09
Date

PAS Property Acquisition Services, Inc.

AS PER ORIGINAL

PROPERTY ACQUISITION SERVICES, INC.
19855 Southwest Freeway, Ste. 200
Sugarland, TX 77479
281-343-7171

PROJECT TIME SHEET
Fort Bend County

Mark Davis
NAME: (please print)

2/28/2009
Date

Trammel Fresno		1.75	2.00	0.75	0.50					0.75	2.25							0.25						0.50			0.25				9.00
Harlem Road		2.00		3.25	0.50				0.50		0.75		0.25			2.00	0.50		0.75				1.25		2.75	1.00					15.50
FM 1464																			3.25	4.25				1.50			2.50				11.50
Voss Rd./ Old Richmond		0.75								0.25		0.50											0.25								1.75
Moffet Road Extension																															0.00
F.M. 762																															0.00
Ransom Rd.					1.75	2.25			0.25	0.75	0.25	2.25				0.25	0.50	0.75													9.00
F.M. 359																															0.00
Cottonwood Church Road																															0.00
Green Busch			2.25		3.75				1.75	4.50	0.25	4.25				2.75	0.25	0.50	0.50	0.75			0.75		0.75		0.25					23.25
Katy Flewellen		3.25	1.75	2.25		4.25			0.50	0.25	3.75	0.25	5.25			1.25	4.75	0.25	0.75	0.50			1.25	2.75	1.75	4.25	1.50				40.50
Katy Gaston			0.50	0.75	1.25				2.75	0.75	0.25	0.25				0.25	1.50	4.50	1.25	1.25			3.25		0.50	0.25	0.75					20.00
Hwy 36																															0.00
Florence Road																															0.00
																															0.00
																															0.00
																															0.00

Employee Signature

2/27/09
Date

Manager Signature

3-2-09
Date

PAS Property Acquisition Services, Inc.

AS PER ORIGINA

11C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/04/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/17/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No.299126 (Pay Estimate No.6) in the amount of $1,490.00 to Tedsi Infrastructure Group regarding the expansion of Harlem Road, Mobility Bond Project #725-A, Precincts 3&4. (Fund: Mobililty Bonds) Lawson P.O.#18467

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up *information must be provided by Wednesday at 2:00 p.m. to all those listed below.***
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
10260 Westheimer Rd. ♦ Suite 460 ♦ Houston, Texas 77042
Tel: (713) 975-8337
Fax: (713) 975-7194

January 31, 2009
Project No: 281002-1
Invoice No: 299126

Mr. Jesse Hegemier, P.E.
Fort Bend County
P. O. Box 1449
Rosenberg, TX 77471

Project 281002-1 Harlem Road @ US 90A

Fort Bend County Project Number 725-A
P. O. Number 18467
Work Authorization No. 1

Professional Services from January 1, 2009 to January 31, 2009

Phase RD Roadway Design (RD)

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Roadway Design (RD)	29,800.00	35.00	10,430.00	8,940.00	1,490.00
Total Fee	29,800.00		10,430.00	8,940.00	1,490.00

Total Fee **1,490.00**

Total this Phase **$1,490.00**

Total this Invoice **$1,490.00**

Billings to Date

	Current	Prior	Total
Fee	1,490.00	8,940.00	10,430.00
Totals	**1,490.00**	**8,940.00**	**10,430.00**

Authorized _____ Date: 2/19/09

Zameer Ahmed , P.E.

PROGRESS REPORT
PROJECT NO. 725A
HARLEM ROAD AT US 90A
Work Authorization #1

The following items have been performed during the period from ***1/1/2009 to 1/31/2009***:

FINAL DESIGN

- Perform overall project management.
- Coordinated with TxDOT area office and district offices on roadway geometrics, drainage and traffic signal design to obtain TXDOT's preferences and recommendations.

ACTION (S) NEEDED:

- Need Fort Bend County approval for the changes recommended by TxDOT at the intersection so railroad exhibits can be finalized and submitted to UPRR.

11 D

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/05/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/17/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 5587 (Pay Estimate No.7) in the amount of $4,035.86 to Othon, Inc. regarding the expansion of Ransom Road (from River Park to Main Street in FBC and Richmond, Texas), Mobility Bond Project #747, Precinct 1. Lawson P.O.#15769

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

OTHON

OTHON, INC.
11111 Wilcrest Green, Suite 128
Houston, Texas 77042

713 975 8555 TEL
713 975 9068 FAX
othoncorp@othon.com E-MAIL
www.othon.com WEBSITE

CONSULTING ENGINEERS
Civil, Transportation, Environmental,
Construction Management

February 5, 2009

Fort Bend County Engineering
1124-52 Blume Rd. P.O. Box 1449
Rosenberg, TX 77471

Attn: D. Jesse Hegemier

Sequence No.	7
P.O. No.	15769
Invoice No.	5587
Project:	Ransom Rd. Widening, Pct. 1.
Project No.	08229846
FBC Project No.	747
SPI N0.	300701.08

Engineering Services through January 31, 2009
Ransom Road: From River Park to Main Street in Fort bend County and Richmond Texas

Contract Limits	Percent Complete	Invoiced to Date	Previously Invoiced	Amount of Invoice
WA #1 Presentation to Court $5,000.00	67%	3,350.00	$1,500.00	$1,850.00
PER Update $24,186.00	96%	23,218.56	$22,976.70	$241.86
WA #2 Richmond Extension Analysis $9,205.00	100%	9,205.00	$9,205.00	$0.00
WA #3 TIA/Traffic Analysis $29,938.00	100%	29,938.00	$27,994.00	$1,944.00

Total Due This Invoice **$4,035.86**

Thank You
Othon,Inc.

James G. Darden, P.E.
Chief Engineer Transportation

PLEASE RETURN A COPY OF THE INVOICE WITH PAYMENT.

RANSOM ROAD

WORK AUTHORIZATION # 1, #2, #3

JANUARY 2009 PROGRESS REPORT

SERVICES TO BE PROVIDED BY THE ENGINEER

The scope of engineering services to be provided by the Engineer shall consist of completing the project engineering for widening approximately 2.7 miles of Ransom Road in Fort Bend County, Texas. The engineering services FOR Work Authorization #1 shall be for the PER update and the preparation of a power point presentation to the Fort Bend County Commissioners Court. The engineering services for Work Authorization #2 shall be to evaluate alternative designs for the intersection of Ransom Road at Loop 762 in Richmond, Texas. Work Authorization #3 shall be to prepare a TIA for the proposed courthouse complex to be constructed by Fort Bend County on Ransom Road in Richmond, Texas and prepare a traffic analysis for alternate designs for the intersection of Ransom Road at Loop 762.

Engineering Services:

WA #1- 91% Complete

Continued coordination with County prime consultant (SPI)

Coordinated design of the new Courthouse Complex with Fort Bend County and the city of Richmond engineering firm (Kelly R. Kaluza & Associates, Inc. Met with General Manager of the Wessendorff Estate to review driveway locations and discuss median openings.

Schematic update complete except for possible modifications from revisions to Courthouse Complex and County Commissioners after presentation to the Court.

The power point presentation is 30% complete and awaiting final input from the traffic analysis and decisions regarding schematic design and courthouse complex.

WA #2 – 100% Complete

WA #3 – 100% Complete

ETSI has completed and submitted TIA.

PROPOSED TASKS

Othon is to meet with the County Commissioners and Judge, in closed session, on February 3,2009 to receive a decision regarding the schematic design and the design of the extension of Ransom Road into Richmond to Loop 762.

11 E

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/10/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/17/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. C3X41400-07 (Pay Estimate No.6) in the amount of $50,036.12 to Jacobs Engineering Group, Inc. regarding Katy-Gaston Road(from Cinco Ranch to FM1093) Mobility Bond Project #733, Precinct 3. (Fund: Mobility Bonds) Lawson P.O.# 12441

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

AS PER ORIGINAL

JACOBS

5995 Rogerdale Road
Houston, Texas 77072 U.S.A.
1.832.351.7230 Fax 1.832.351.7766

Remit To: Jacobs Civil, Inc
P.O. Box 18713F
St. Louis, MO 63150-8713

Client: Fort Bend County
D. Jesse Hegemier
1124-52 Blume Road
Rosenburg, TX 77470

Attention: Mr. Mark C. Dessens, P.E.
Schaumberg & Polk, Inc
11767 Katy Freeway Suite 900
Houston TX 77079

Reference: 2007 Fort Bend Mobility Program
Katy-Gaston Road [From Cinco Ranch to F.M. 1093]
Project No. 733
P.O. # 12441

Fed Tax ID: 22-1623519
Project No.: C3X41400
Invoice No.: C3X41400-07
Invoice Date: December 19, 2008

Period Covers: 27 September 2008 through 30 November 2008

PAYMENT FOR PROFESSIONAL SERVICES

BASIC SERVICES:		Contract Amount	Percent Complete	Total Fee Earned	Previously Invoiced	Amount Due This Invoice
WA #1	***Jacobs Engineering***	$ 179,102.00	97.0%	$ 173,728.94	$ 173,728.94	$ -
	JNS Consulting Engineers	$ 114,873.00	97.8%	$ 112,361.40	$ 112,361.40	$ -
		$ 293,975.00		**$ 286,090.34**	**$ 286,090.34**	**$ -**
WA #2	***Jacobs Engineering***	$ 9,091.00	100.0%	$ 9,091.00	$ 8,300.08	$ 790.92
	JNS Consulting Engineers	$ 36,475.00	75.7%	$ 27,598.19	$ 27,598.19	$ -
		$ 45,566.00		**$ 36,689.19**	**$ 35,898.27**	**$ 790.92**
WA #3	***Jacobs Engineering***	$ 246,226.00	80.0%	$ 196,980.80	$ 147,735.60	$ 49,245.20
	QC Labs	$ 17,000.00	0.0%	$ -	$ -	$ -
	JNS Consulting Engineers	$ 144,216.00	33.8%	$ 48,723.08	$ 48,723.08	$ -
		$ 407,442.00		**$ 245,703.88**	**$ 196,458.68**	**$ 49,245.20**
	Totals	**$ 746,983.00**		**$ 568,483.41**	**$ 518,447.29**	**$ 50,036.12**

OK
DM

Total Amount Due This Invoice **$ 50,036.12**

Total Previously Billed: $ 518,447.29
This Invoice: $ 50,036.12
Total Billed to Date: $ 568,483.41

JACOBS

5995 Rogerdale Road
Houston, TX 77072 U.S.A.
832.351.7200 Fax 832.351.7725

Project:	**Katy Gaston Road (from Cinco Ranch Blvd to FM 1093)**
Project No.	733
JEG Project No.:	C3X41400/ C3X41402
Invoice No.:	C3X41400-08
Period:	December 1, 2008 through January 31, 2009
Prepared By:	Mike Rudd, P.E.

Progress Report No. 8

Work done this period:

WA #1

- Continued discussion of logistics of the tie-in of the proposed small force main to the proposed Katy Gaston stormsewer trunkline with engineer for developer of tract on south end of Katy Gaston (east side). Provided developers' engineer with 75% stormsewer plans of the tie-in area.
- Updated utility conflict list and forwarded copy to SPI & PAS.
- PAS/County handling discussion w/Cypress Energy regarding proposed pipeline in easement adjacent to the 50 foot dedicated roadway ROW at Seven Meadows Subdivision. ROW document indicates that easement will be moved when roadway is widened, if no pipeline exists in easement.
- Reviewing/modifying write-up for preliminary PER

WA #2

- Parcel re-review starting with parcel 11 after PAS field representative/appraiser noted some discrepancies between the sub prepared plats/metes and bounds and the recorded deeds. Reviewed and revised previous subs plat and metes and bounds description for parcel 11 and reset proposed corners in the field.
- Reviewed/verified all of the plats and metes and bounds descriptions prepared by the previous ROW subconsultant against the recorded deeds.

WA #3

- Revised roadway P&P sheets for final profile, taking into account drainage requirements in proposed asphalt section.
- Updated/revised roadway, to include asphalt section, and traffic sections of plans per SPI 50% review comments provided in October.
- Revise/update construction notes and project specification list.
- Complete to +/- 75% level development of all design cross-sections including the asphalt section. The first 300 feet of Katy Gaston Road, north of FM 1093, is recommended to be 3 lanes instead of 4 to accommodate design in narrow existing

ROW.

- Complete to +/- 75% level development of all design cross-sections and proposed typical sections for the project.
- Complete to +/- 75% level development of P&Ps on Fry Road, Cinco Ranch Blvd, and side roads.
- Complete to +/- 75% level development the driveway details and demolition plan.
- Review and update traffic signal layout & design (90% level) and pedestrian ramp layout for Fry Road. Signal at FM 1093 and Cinco Ranch not to be designed.
- Discussed FM 1093 intersection revisions, including signal head adjustment, with TxDOT Area office. Area office does not believe we will need permit for revisions. Will meet and review proposal.
- Prepare for interim project submittal (+/-75%) to SPI by 23 December to include the following sheets: title, typical sections, general notes, removal plan, roadway P&P, intersection layouts, Fry Road proposed signal layout and notes, roadway cross-sections, list of specifications and construction cost estimate.
- Submitted +/- 75% planset to SPI/County on 22 December 2008.
- Submitted proposed Katy Gaston P&P at FM 1093 along with survey data along FM 1093 to Benchmark Engineering per request.
- Received revised geotech report reflecting 8" concrete pavement recommendation.
- Revised/updated proposed construction easement requirements to include areas along the asphalt section.
- Received +/-75% comments from SPI. Review and respond accordingly.
- Continue developing design to 100% level. Plan on submitting 100% paper planset 20 February 2009.

WA #4

- Prepare, submit and negotiate level of effort and scope to complete drainage, TCP, SW3P, and Signing & Pavement Marking tasks transferred from subconsultant to Jacobs. Received SPI approved WA#4 mid January and obtaining Company & County signatures.
- Revise/develop overall and subarea drainage area layouts to reflect 2-yr & 100-yr flows, hydrologic & hydraulic calculation tables including area Tc values, inlet calculations, drainage P&P sheets and outfall sheet in preparation for +/- 75% submittal to SPI/County on 22 December 2008.
- Revise model (StormNet & HouStorm) for 2-year runoff for stormsewer sizing.
- Revise 100-year flow in StormNet model to determine cascading and to keep 100-year flow in ROW.
- Based on proposed TCP plan north of Fry Road, revised stormsewer trunkline to eastside of project. Revise drainage P&P sheets.
- Started development of SW3P per TCP phase.
- Complete to +/- 75% level development re-design of stormsewer trunkline & P&P sheets on project from Sta 25+00 on east and Sta 31+00 on west (Enchanted Crossing) to Cinco Ranch Blvd.
- Complete to +/- 75% level development the design of the drainage ditches along the asphalt section from FM 1093 to approximately Sta 31+00 (north Enchanted

Crossing).

- Complete to +/- 75% level development the overall TCP conceptual plan, TCP phasing plan and TCP typical sections. Develop TCP sheets.
- County prefers to keep Katy Gaston Rd from FM 1093 to Enchanted Crossing open during construction.
- Start drainage miscellaneous detail sheets.
- Prepare for interim project submittal (+/-75%) to SPI by 23 December to include the following sheets, general notes for drainage, drainage maps, drainage P&P sheets, drainage calculations, outfall at Little Prong, overall TCP phasing, TCP per phase, TCP sections, list of specifications and construction cost estimate.
- Submitted +/- 75% planset to SPI/County on 22 December 2008.
- Discuss requirements with and submitted preliminary design and plan detail for proposed stormsewer inlets to precast concrete manufacturer.
- Started signing and pavement marking layouts
- Started redeveloping ROW plats and metes and bounds descriptions for plats having discrepancies with the platted deed.
- Parcel plats also revised to combine same parcels having "A" & "B" descriptions.
- Start preparing temporary construction easement plats & metes and bounds per request from PAS/SPI.
- Received +/-75% comments from SPI. Review and respond accordingly.
- Continue developing design to 100% level. Plan on submitting 100% paper planset 20 February 2009.

Meetings and Correspondence this period:

- Numerous email & phone correspondence concerning design status, schedule and review comments.
- Held several plan review meetings with SPI.
- Met with PAS to discuss ROW/parcel plat issues.
- Brought new survey group onboard to perform ROW platting & associated field tasks.
- Met with engineer for developer of tract on south end of Katy Gaston for continuing discussions about tying in effluent force main into the proposed stormsewer.
- Discussed site development plans, with developers' engineer, for the property at the northwest corner of Katy Gaston and Summerset Ridge. Provided engineer with proposed curb elevation in this area. Will provide us preliminary plans when complete.
- Discussed revision to Katy Gaston at FM 1093 with TxDOT Area office.

Work Scheduled to be Performed During Next Month/ Next Milestone (month of December):

- Submit 100% planset for review (paper) and comments by 20 February. .
- Complete revisions to ROW maps, parcel maps and metes & bounds description of parcels to be acquired and provide corrections. Verify previous proposed corners in the field and reset if necessary.
- Meet with TxDOT Areas office to present revisions to Katy Gaston at FM 1093.
- Complete and submit PER.

Unresolved Issues to Discuss w/SPI:

- WA#5 – Revising parcel plats & meets and bounds. Field work to verify/reset previously set corners. Prepare plats & metes and bounds for temporary construction and drainage easements.

CORRECTED 11 F

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/10/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/17/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. C3X41400-08 (Pay Estimate No.7) in the amount of $208,642.32 to Jacobs Engineering Group, Inc. regarding Katy-Gaston Road(from Cinco Ranch to FM1093) Mobility Bond Project #733, Precinct 3. (Fund: Mobility Bonds) Lawson P.O.# 12441

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
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DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
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☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

JE JACOBS

AS PER ORIGINAL

5995 Rogerdale Road
Houston, Texas 77072 U.S.A.
1.832.351.7230 Fax 1.832.351.7766

Remit To: Jacobs Civil, Inc
P.O. Box 18713F
St. Louis, MO 63150-8713

Client: Fort Bend County
D. Jesse Hegemier
1124-52 Blume Road
Rosenburg, TX 77470

Attention: Mr. Mark C. Dessens, P.E.
Schaumberg & Polk, Inc
11767 Katy Freeway Suite 900
Houston TX 77079

Reference: 2007 Fort Bend Mobility Program
Katy-Gaston Road [From Cinco Ranch to F.M. 1093]
Project No. 733
P.O. # 12441

Fed Tax ID: 22-1623519
Project No.: C3X41400
Invoice No.: C3X41400-08
Invoice Date: February 18, 2008

Period Covers: December 1, 2008 through January 30, 2009

PAYMENT FOR PROFESSIONAL SERVICES

BASIC SERVICES:		Contract Amount	Percent Complete	Total Fee Earned	Previously Invoiced	Amount Due This Invoice
WA #1	*Jacobs Engineering*	$ 179,102.00	97.0%	$ 173,728.94	$ 173,728.94	$ -
	JNS Consulting Engineers	$ 114,873.00	100.0%	$ 114,873.00	$ 112,361.40	$ 2,511.60
		$ 293,975.00		**$ 288,601.94**	**$ 286,090.34**	**$ 2,511.60**
WA #2	*Jacobs Engineering*	$ 14,901.35	100.0%	$ 14,901.35	$ 9,091.00	$ 5,810.35
	JNS Consulting Engineers	$ 30,664.65	100.0%	$ 30,664.65	$ 27,598.19	$ 3,066.46
		$ 45,566.00		**$ 45,566.00**	**$ 36,689.19**	**$ 8,876.81**
WA #3	*Jacobs Engineering*	$ 333,180.57	83.0%	$ 276,539.87	$ 196,980.80	$ 79,559.07
	QC Labs	$ 17,000.00	89.7%	$ 15,247.80	$ -	$ 15,247.80
	JNS Consulting Engineers	$ 57,261.43	100.0%	$ 57,261.43	$ 48,723.08	$ 8,538.35
		$ 407,442.00		**$ 349,049.10**	**$ 245,703.88**	**$ 103,345.22**
WA #4	*Jacobs Engineering*	**$ 113,143.00**	83.0%	**$ 93,908.69**	**$ -**	**$ 93,908.69**
	Totals	**$ 860,126.00**		**$ 777,125.73**	**$ 568,483.41**	**$ 208,642.32**

Total Amount Due This Invoice **$ 208,642.32**

Total Previously Billed:	$ 568,483.41
This Invoice:	$ 208,642.32
Total Billed to Date:	$ 777,125.73

JACOBS

5995 Rogerdale Road
Houston, TX 77072 U.S.A.
832.351.7200 Fax 832.351.7725

Project:	**Katy Gaston Road (from Cinco Ranch Blvd to FM 1093)**
Project No.	733
JEG Project No.:	C3X41400/ C3X41402
Invoice No.:	C3X41400-08
Period:	December 1, 2008 through January 31, 2009
Prepared By:	Mike Rudd, P.E.

Progress Report No. 8

Work done this period:

WA #1

- Continued discussion of logistics of the tie-in of the proposed small force main to the proposed Katy Gaston stormsewer trunkline with engineer for developer of tract on south end of Katy Gaston (east side). Provided developers' engineer with 75% stormsewer plans of the tie-in area.
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WA #2

- Parcel re-review starting with parcel 11 after PAS field representative/appraiser noted some discrepancies between the sub prepared plats/metes and bounds and the recorded deeds. Reviewed and revised previous subs plat and metes and bounds description for parcel 11 and reset proposed corners in the field.
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- Continue developing design to 100% level. Plan on submitting 100% paper planset 20 February 2009.

WA #4

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- Revise/develop overall and subarea drainage area layouts to reflect 2-yr & 100-yr flows, hydrologic & hydraulic calculation tables including area Tc values, inlet calculations, drainage P&P sheets and outfall sheet in preparation for +/- 75% submittal to SPI/County on 22 December 2008.
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- Brought new survey group onboard to perform ROW platting & associated field tasks.
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- Discussed site development plans, with developers' engineer, for the property at the northwest corner of Katy Gaston and Summerset Ridge. Provided engineer with proposed curb elevation in this area. Will provide us preliminary plans when complete.
- Discussed revision to Katy Gaston at FM 1093 with TxDOT Area office.

Work Scheduled to be Performed During Next Month/ Next Milestone (month of December):

- Submit 100% planset for review (paper) and comments by 20 February. .
- Complete revisions to ROW maps, parcel maps and metes & bounds description of parcels to be acquired and provide corrections. Verify previous proposed corners in the field and reset if necessary.
- Meet with TxDOT Areas office to present revisions to Katy Gaston at FM 1093.
- Complete and submit PER.

Unresolved Issues to Discuss w/SPI:

- WA#5 – Revising parcel plats & meets and bounds. Field work to verify/reset previously set corners. Prepare plats & metes and bounds for temporary construction and drainage easements.

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/09/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/17/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 06-106924 (Pay Estimate No.24) in the amount of $120,590.30 to Triple B Services, L.L.P. regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #17, Precinct 2. (Fund: Mobility Funds) PC04300003537

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐ Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐ Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐ Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐ Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐ County Clerk	(281-341-8697)
☐	Other:		☐ County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

TRIPLE B SERVICES, LLP.

Since 1996

SITE PREP ▪▪ EXCAVATION ▪▪ PAVING ▪▪ UTILITIES

Estimate and Certification for Payment

PROJECT 5th Street Paving & Drainage

OWNER: Fort Bend County
Address: 1124 Blume Rd.
Rosenberg, Texas 77471

ATTN: Louis E. Hood, P.E.

Estimate No: 24
Invoice No: 06-106924
Start Date: 01/08/2007
Current Contract Completion Date:
Estimate Cut Off Date: 02-28-09
Date of Estimate: 02-28-09

Initial Contract Time	550 days
Current Approved Extensions ±	0 days
Previous Approved Extensions ±	196 days
Total Contract Time	746 days
Spent Days	783 days
Days Remaining	0 days
Rain Days to Date	days

A. Contract Amount to Date:

1. Contract Price: $ 10,224,806.53
2. Approved Change Orders:

1	368,138.50
2	68,947.00
3	50,652.70
4	70,500.00
5	92,790.11
6	0.00
7	162,414.65

Total Changes to Date: + or - $ 813,442.96
Total Contract Amount: $ 11,038,249.49

B. Earnings to Date:

1. Previous Work Completed: Previous Earnings: $ 10,822,468.37
2. Work Completed this Period: Earnings This Period: $ 120,590.30
3. Materials on Site: $
Total Earnings: $ 10,943,058.67

C. Reductions:

1. Retainage: 5% of 11,038,249.49 $ 551,912.47
Total Payments Due: $ 10,391,146.20
Less Previous Payments: $ 10,270,555.90

Total Amount Due Contractor This Estimate: $ 120,590.30

The undersigned Contractor certifies that to the best of his knowledge, information, and belief that the Work has been completed in accordance with the Plans and Specifications and the current payment shown on this Application for Payment is now due.

Prepared By: Donna M. Burke Date: 03/04/2009
Contractor: Donna M. Burke
The foregoing estimate of work completed is true and correct to the best of my knowledge and belief.

Approved by: Date: 3/6/09
Project Representative:
Approved by: Louis E. Hood Date: 3/6/09
Engineer:

820 OLD ATASCOCITA ROAD HUFFMAN, TEXAS
(281)324-3264 OFFICE (281)324-1304 FAX

ESTIMATE AND CERTIFICATION FOR PAYMENT

Project: 5th Street Paving/Drainage

Engineer: Ft. Bend Co.
Address: Louis Hood
1124 Blume Road
Rosenberg TX 77471

Estimate Number: 24
Invoice Number: 06-106924
Estimate Cutoff Date: 02/28/2009
Date of Estimate: 02/28/2009

A. Contract Amount to Date:

1. Contract Price:		**$10,224,806.53**
2. Approved Change Orders:	**$ 813,442.96**	
Total Changes to Date:		**$ 813,442.96**
	Total Contract Amount:	**$11,038,249.49**

B. Earnings to Date:

1. Previous Work Completed:	Previous Earnings:	**$ 10,822,468.37**
2. Work Completed This Period:	Earnings This Period:	**$ 120,590.30**
3a. Materials Stored on Site	$ .00	
3b. Materials Installed ToDate	$ .00	
3c. Total Materials Remaining on Site		**$ 0.00**
	Total Earnings:	**$ 10,943,058.67**

C. Reductions:

1. Retainage:	5.00 % of $ 11,038,249.49	$ 551,912.47
	Total Payment Due:	$ 10,391,146.20
	Less Previous Billings:	$ 10,270,555.90
	Total Amount Due This Estimate:	$ 120,590.30

The undersigned Contractor certifies that to the best of his knowledge, information and belief that the Work has been completed in accordance with the Plans and Specifications and the current payment shown on this Application for Payment is now due.

Prepared by: Donna M. Burke Date: 3/04/2009
Donna M. Burke - Senior Project Administrator

The foregoing estimate of work completed is true and correct to the best of my knowledge and belief.

Approved by: Date: 3/6/09
Project Representative:

Approved by: Louis G. Hood Date: 3/6/09
Engineer:

Engineer's Project No: **PO 04300003537**

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
24	02/28/2009	06-106924	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
001	MOVE-IN & START UP, PERFORMANCE & PAYMENT BONDS (Max 1%)	LS	1.00	1.00	0.00	1.00	100,000.00	0.00	100,000.00	100.00%
002	8" W.L. FITTINGS, B&B, TESTING	LF	63.00	80.00	0.00	80.00	200.00	0.00	16,000.00	126.98%
003	12" W.L. FITTINGS, B&B, TESTING	LF	4,485.00	4,335.00	0.00	4,335.00	41.00	0.00	177,735.00	96.66%
004	TRENCHLESS CONST. 8" STEEL W.L. UNDER STAFFORD RUN DITCH W.L., INCL. PIPE, BORE PITS, ETC.	LF	0.00	0.00	0.00	0.00	105.00	0.00	0.00	0.00%
005	FLUSH VALVES, BURY, INCL. G.V. & 6" LEADS	EA	13.00	13.00	0.00	13.00	2,865.00	0.00	37,245.00	100.00%
006	RELOCATE EXIST. FLUSH VALVE BEHIND PROP. BACK OF CURB	EA	3.00	3.00	0.00	3.00	565.00	0.00	1,695.00	100.00%
007	RELOCATE EXIST. B.O. UNIT BEHIND PROP. BACK OF CURB	EA	1.00	1.00	0.00	1.00	400.00	0.00	400.00	100.00%
008	FINAL ADJUSTMENT OF FLUSH VALVES	EA	15.00	15.00	0.00	15.00	225.00	0.00	3,375.00	100.00%
009	REMOVE/SALVAGE EXIST. FLUSH VALVE, UNLESS OTHERWISE NOTED. IF FLUSH VALVE CANNOT BE REUSED, CONTRACTOR SHALL CLEAN FLUSH VALVE& DELIVER TO FBC WCID NO. 2 MAINTENANCE FACILITY	EA	8.00	8.00	0.00	8.00	280.00	0.00	2,240.00	100.00%
010	RELOCATE EXIST. FLUSH VALVE, SAME AS ITEM #9 ABOVE	EA	3.00	3.00	0.00	3.00	280.00	0.00	840.00	100.00%
011	6" G.V. & BOX	EA	2.00	2.00	0.00	2.00	550.00	0.00	1,100.00	100.00%
012	8" G.V. & BOX	EA	4.00	4.00	0.00	4.00	825.00	0.00	3,300.00	100.00%
013	12" G.V. & BOX	EA	23.00	23.00	0.00	23.00	1,550.00	0.00	35,650.00	100.00%
014	2" B.O.V. & BOX	EA	6.00	6.00	0.00	6.00	700.00	0.00	4,200.00	100.00%
015	CUT/PLUG EXIST. 6" W.L.	EA	6.00	6.00	0.00	6.00	200.00	0.00	1,200.00	100.00%
016	CUT/PLUG EXIST. 8" W.L.	EA	6.00	6.00	0.00	6.00	200.00	0.00	1,200.00	100.00%
017	CUT/PLUG EXIST. 12" W.L.	EA	11.00	11.00	0.00	11.00	200.00	0.00	2,200.00	100.00%
018	PLUG/CLAMP EXIST. 12" W.L.	EA	6.00	6.00	0.00	6.00	330.00	0.00	1,980.00	100.00%
019	CONTRACTOR SHALL LOCATE EXIST. WATER SERVICE LINE. RELOCATE EXIST. WATER MTER AND/OR WATER VALVE	EA	71.00	70.00	0.00	70.00	400.00	0.00	28,000.00	98.59%
020	ADJUST WATER METER OR WATER VALVE BOX TO BE FLUSH W/PVMT. OR PROPOSED R-O-W GRADE	EA	28.00	42.00	0.00	42.00	380.00	0.00	15,960.00	150.00%
021	ABANDON EXIST. 6" W.L. & FILL W/FLOWABLE GROUT	LF	4,462.00	4,462.00	0.00	4,462.00	2.20	0.00	9,816.40	100.00%
022	ABANDON EXIST. 8" W.L. & FILL W/FLOWABLE GROUT	LF	521.00	521.00	0.00	521.00	3.30	0.00	1,719.30	100.00%

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(281)324-3264

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To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
023	ABANDON EXIST. 12" W.L. & FILL W/FLOWABLE GROUT	LF	3,229.00	3,229.00	0.00	3,229.00	4.50	0.00	14,530.50	100.00%
024	REMOVE EXIST. 12" W.L.	LF	13.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00%
025	WET CONNECTION OF PROP. 6" W.L. TO EXIST. 6" W.L., FITTINGS, B&B, PARTIAL PIPE REMOVAL, THRUST BLOCKING & TESTING	EA	2.00	4.00	0.00	4.00	1,125.00	0.00	4,500.00	200.00%
026	WET CONNECTION OF PROP. 8" W.L. TO EXIST. 8" W.L., FITTINGS, B&B, PARTIAL PIPE REMOVAL, THRUST BLOCK, TESTING	EA	4.00	4.00	0.00	4.00	1,125.00	0.00	4,500.00	100.00%
027	WET CONNECTION OF PROP. 12" W.L. TO EXIST. 12" W.L., FITTING B&B, PARTIAL PIPE REMOVAL, THRUST BLOCK, TESTING	EA	11.00	11.00	0.00	11.00	1,600.00	0.00	17,600.00	100.00%
028	6" X 6" T.S. & V.	EA	1.00	1.00	0.00	1.00	2,000.00	0.00	2,000.00	100.00%
029	NEARSIDE 2" LEAD & RECONNECTION OF EXIST. WATER METER TO NEW WATER MAIN	EA	15.00	15.00	0.00	15.00	930.00	0.00	13,950.00	100.00%
030	FAR SIDE 2" LEAD & RECONNECTION OF EXIST. WATER METER TO NEW WATER MAIN	EA	15.00	15.00	0.00	15.00	1,125.00	0.00	16,875.00	100.00%
031	TRENCH SAFETY FOR W.L. CONST., 6"-12" DIA., 5'-10' DEPTH	LF	3,676.00	4,114.00	0.00	4,114.00	0.50	0.00	2,057.00	111.92%
032	VERTICAL MAINLINE W.L. (ALL DIA.) ADJUSTMENT, INCL. 4 - 45 DEGREE BENDS W/ONE-BOLT FITTINGS, CUTTING OF EXIST. W.L., BELL/FLANGE CONNECTION TO EXIST. WATERLINE,	EA	15.00	15.00	0.00	15.00	1,700.00	0.00	25,500.00	100.00%
033	HORIZONTAL MAINLINE (ALL DIA.) W.L. ADJUSTMENT INCL. 4 - 45 DEGREE BENDS, W/ONE-BOLT FITTINGS, CUTTING OF EXIST. W.L. BELL FLANGE CONNECTIONS TO EXIST. WATER LINE	EA	2.00	3.00	0.00	3.00	2,100.00	0.00	6,300.00	150.00%
034	VERTICAL WATER SERVICE LINE ADJUSTMENT, ALL DIA. RECONNECT TO EXIST. SERVICE LINE	EA	50.00	49.00	0.00	49.00	400.00	0.00	19,600.00	98.00%
035	OPEN CUT & REPLACE EXIST. GRAVEL DRVWY.	SY	123.00	123.00	0.00	123.00	50.00	0.00	6,150.00	100.00%
036	SAW CUT & REMOVE EXIST. CONC. PVMT. TO INSTALL WATER FACILITIES, TEMP. ASPHALT ROADWAY REPLACEMENT	SY	38.00	38.00	0.00	38.00	25.00	0.00	950.00	100.00%
037	8" SAN SWR. PIPE, 0'-8' DEPTH, AIR TEST, B&B	LF	442.00	442.00	0.00	442.00	31.00	0.00	13,702.00	100.00%
038	8" SAN SWR. PIPE, 8'-10' DEPTH, AIR TEST, B&B	LF	572.00	572.00	0.00	572.00	31.00	0.00	17,732.00	100.00%
039	8" SAN SWR. PIPE, 10'-12' DEPTH, AIR TEST, B&B	LF	460.00	460.00	0.00	460.00	31.00	0.00	14,260.00	100.00%

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820 Old Atascocita Road
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(281)324-3264

Pay Application	Date	Invoice Number	Contract
24	02/28/2009	06-106924	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
040	8" SAN SWR. PIPE, 12'-14' DEPTH, AIR TEST, B&B	LF	171.00	185.00	0.00	185.00	33.00	0.00	6,105.00	108.19%
041	10" SAN SWR. PIPE, 10'-12' DEPTH, AIR TEST, B&B	LF	37.00	37.00	0.00	37.00	35.00	0.00	1,295.00	100.00%
042	10" SAN SWR. PIPE, 16'-18' DEPTH, AIR TEST, B&B	LF	216.00	216.00	0.00	216.00	60.00	0.00	12,960.00	100.00%
043	12" SAN SWR. PIPE, 14'-16' DEPTH, AIR TEST, B&B	LF	148.00	73.00	0.00	73.00	60.00	0.00	4,380.00	49.32%
044	15" SAN SWR. PIPE, 10'-12' DEPTH, AIR TEST, B&B	LF	119.00	119.00	0.00	119.00	54.00	0.00	6,426.00	100.00%
045	15" SAN SWR. PIPE, 12'-14' DEPTH, AIR TEST, B&B	LF	314.00	314.00	0.00	314.00	57.00	0.00	17,898.00	100.00%
046	18" SAN SWR. PIPE, 10'-12' DEPTH, AIR TEST, B&B	LF	139.00	139.00	0.00	139.00	59.00	0.00	8,201.00	100.00%
047	18" SAN SWR. PIPE, 12'-14' DEPTH, AIR TEST, B&B	LF	897.00	897.00	0.00	897.00	60.00	0.00	53,820.00	100.00%
048	18" SAN SWR. PIPE, 14'-16' DEPTH, AIR TEST, B&B	LF	2,410.00	2,410.00	0.00	2,410.00	71.00	0.00	171,110.00	100.00%
049	18" SAN SWR. PIPE, 16'-18' DEPTH, AIR TEST, B&B	LF	900.00	900.00	0.00	900.00	72.00	0.00	64,800.00	100.00%
050	21" SAN SWR. PIPE, 14'-16' DEPTH, AIR TEST, B&B	LF	1,048.00	1,048.00	0.00	1,048.00	88.00	0.00	92,224.00	100.00%
051	21" SAN SWR. PIPE, 16'-18' DEPTH, AIR TEST, B&B	LF	340.00	340.00	0.00	340.00	93.00	0.00	31,620.00	100.00%
052	12" PVC DR-18 C-900 SAN SWR. FORCE MAIN, AIR TEST, B&B	LF	364.00	405.00	0.00	405.00	45.00	0.00	18,225.00	111.26%
053	TRENCHLESS CONST. METHODS 6" SAN SWR. SERVICE LEADS, INCL. PIPE, BORE PITS, ETC.	LF	660.00	343.00	0.00	343.00	40.00	0.00	13,720.00	51.97%
054	TRENCHLESS CONST. METHODS 8" SAN SWR., PIPE, BORE PITS	LF	40.00	40.00	0.00	40.00	58.00	0.00	2,320.00	100.00%
055	TRENCHLESS CONST. METHODS 12" SAN SWR., PIPE, BORE PITS	LF	60.00	226.00	0.00	226.00	65.00	0.00	14,690.00	376.67%
056	TRENCHLESS CONST. METHODS 15" SAN SWR., PIPE, BORE PITS	LF	55.00	0.00	0.00	0.00	72.00	0.00	0.00	0.00%
057	TRENCHLESS CONST. METHODS 18" SAN SWR., PIPE, BORE PITS	LF	318.00	494.00	0.00	494.00	80.00	0.00	39,520.00	155.35%
058	TRENCHLESS CONST. METHODS 21" SAN SWR., PIPE, BORE PITS	LF	107.00	50.00	0.00	50.00	85.00	0.00	4,250.00	46.73%
059	CONNECT PROP. 12" SAN SWR. FORCE MAIN TO EXIST. 12" SAN SEWER FORCE MAIN, B&B, TESTING, FITTINGS	EA	1.00	1.00	0.00	1.00	1,550.00	0.00	1,550.00	100.00%
060	AIR RELEASE VALVE & MANHOLE OVER PROPOSED FORCE MAIN	EA	1.00	0.00	0.00	0.00	2,350.00	0.00	0.00	0.00%
061	STD. SAN SWR. MANHOLE, UP TO 8' DEPTH	EA	37.00	37.00	0.00	37.00	2,780.00	0.00	102,860.00	100.00%
062	STD. SAN SWR. MH ON EXIST. 6"-12" SAN SWR. UP TO 8' DEPTH	EA	7.00	7.00	0.00	7.00	2,650.00	0.00	18,550.00	100.00%

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Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
063	EXTRA DEPTH SAN SWR. MH, 8' DEEP & GREATER, BACKFILL	VF	257.00	257.00	0.00	257.00	100.00	0.00	25,700.00	100.00%
064	COAT INTERIOR SURFACE OF PROP. CONC. MANHOLES W/RAVEN 405 OR EQUAL (80 MIL THICK)	VF	591.00	304.00	306.00	610.00	100.00	30,600.00	61,000.00	103.21%
065	STD. DROP ON PROPOSED OR EXIST. MANHOLES	EA	7.00	7.00	0.00	7.00	180.00	0.00	1,260.00	100.00%
066	EXTRA DEPTH FOR DROP ON MANHOLE >3'	VF	27.00	27.00	0.00	27.00	180.00	0.00	4,860.00	100.00%
067	FINAL VERTICAL ADJUSTMENT OF PROP. SAN SWR. MH	EA	43.00	43.00	0.00	43.00	350.00	0.00	15,050.00	100.00%
068	REMOVE EXIST. MANHOLE CONE & REPLACE W/ECCENTRIC CONE	EA	1.00	0.00	0.00	0.00	1,800.00	0.00	0.00	0.00%
069	ADJUST EXIST. SAN SWR. MH RIM TO PROP. PAVING GRADE	EA	30.00	30.00	0.00	30.00	440.00	0.00	13,200.00	100.00%
070	CONNECT PROP. 8" SAN SWR. PIPE TO EXIST. SAN SWR. MANHOLE	EA	4.00	4.00	0.00	4.00	1,150.00	0.00	4,600.00	100.00%
071	CONNECT PROP. 10" SAN SWR. PIPE INTO EXIST. SAN SWR. MH	EA	2.00	2.00	0.00	2.00	1,350.00	0.00	2,700.00	100.00%
072	CONNECT PROP. 18" SAN SWR. PIPE INTO EXIST. SAN SWR. MH	EA	1.00	2.00	0.00	2.00	1,750.00	0.00	3,500.00	200.00%
073	CONNECT PROP. 21" SAN SWR. PIPE INTO EXIST. SAN SWR. MH	EA	1.00	1.00	0.00	1.00	2,000.00	0.00	2,000.00	100.00%
074	ABANDON EXIST. SAN SWR. MH INCL. REMOVING RIM & FILL WITH GROUT	EA	22.00	20.00	0.00	20.00	960.00	0.00	19,200.00	90.91%
075	REMOVE EXIST. SAN SWR. MH	EA	4.00	5.00	0.00	5.00	1,270.00	0.00	6,350.00	125.00%
076	ABANDON & FILL EXIST. 6" SAN SWR. LINE W/FLOWABLE GROUT	LF	1,122.00	1,122.00	0.00	1,122.00	2.25	0.00	2,524.50	100.00%
077	ABANDON & FILL EXIST. 8" SAN SWR. LINE W/FLOWABLE GROUT	LF	911.00	911.00	0.00	911.00	3.35	0.00	3,051.85	100.00%
078	ABANDON & FILL EXIST. 10" SAN SWR. LINE W/FLOWABLE GROUT	LF	5,601.00	5,601.00	0.00	5,601.00	4.50	0.00	25,204.50	100.00%
079	ABANDON & FILL EXIST. 12" SAN SWR. LINE W/FLOWABLE GROUT	LF	45.00	0.00	0.00	0.00	4.50	0.00	0.00	0.00%
080	ABANDON & FILL EXIST. 15" SAN SWR. LINE W/FLOWABLE GROUT	LF	473.00	473.00	0.00	473.00	6.70	0.00	3,169.10	100.00%
081	ABANDON/FILL EXIST. 10" SAN SWR. FORCE MAIN W/FLOWABLE GROUT	LF	38.00	38.00	0.00	38.00	4.50	0.00	171.00	100.00%
082	REMOVE EXIST. 10" SAN SWR.	LF	696.00	696.00	0.00	696.00	8.00	0.00	5,568.00	100.00%
083	ABANDON/FILL EXIST. 12" SAN SWR. FORCE MAIN W/FLOWABLE GROUT	LF	398.00	398.00	0.00	398.00	4.50	0.00	1,791.00	100.00%

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084	REMOVE EXIST. 21" SAN SWR.	LF	58.00	60.00	0.00	60.00	9.00	0.00	540.00	103.45%
085	REMOVE EXIST. 12" SAN SWR. FORCE MAIN	LF	54.00	54.00	0.00	54.00	10.00	0.00	540.00	100.00%
086	CUT/PLUG EXIST. 6" SAN SWR. FORCE MAIN	EA	3.00	3.00	0.00	3.00	200.00	0.00	600.00	100.00%
087	CUT/PLUG EXIST. 8" SAN SWR. FORCE MAIN	EA	8.00	8.00	0.00	8.00	220.00	0.00	1,760.00	100.00%
088	CUT/PLUG EXIST. 10" SAN SWR. FORCE MAIN	EA	10.00	10.00	0.00	10.00	240.00	0.00	2,400.00	100.00%
089	CUT/PLUG EXIST. 12" SAN SWR.	EA	2.00	2.00	0.00	2.00	265.00	0.00	530.00	100.00%
090	CUT/PLUG EXIST. 15" SAN SWR.	EA	1.00	1.00	0.00	1.00	330.00	0.00	330.00	100.00%
091	PROP. 4" NEAR SIDE SAN SWR. CONNECTION, INCL. SWR. PIPE	EA	9.00	9.00	0.00	9.00	800.00	0.00	7,200.00	100.00%
092	PROP. 4" FAR SIDE SAN SWR. CONNECTION, INCL. SWR. PIPE	EA	9.00	9.00	0.00	9.00	975.00	0.00	8,775.00	100.00%
093	SAN SWR. STACK, 0'-3' DEPTH	EA	18.00	18.00	0.00	18.00	120.00	0.00	2,160.00	100.00%
094	EXTRA DEPTH SAN SWR. STACK, >3' DEPTH	VF	147.00	147.00	0.00	147.00	20.00	0.00	2,940.00	100.00%
095	TRENCH SAFETY SYSTEM FOR SAN SWR. LINES (6"-21" PIPE) 5'-10'	LF	1,014.00	1,016.00	0.00	1,016.00	0.50	0.00	508.00	100.20%
096	TRENCH SAFETY FOR SAN SWR. (6"-21" PIPE) 10'-15' DEPTH	LF	3,013.00	3,013.00	0.00	3,013.00	0.50	0.00	1,506.50	100.00%
097	TRENCH SAFETY FOR SAN SWR. (6"-21" PIPE) 15'-20' DEPTH	LF	3,401.00	3,401.00	0.00	3,401.00	0.50	0.00	1,700.50	100.00%
098	REMOVE EXIST. REINF. CONC. LIFT STATION STRUCTURE A MINIMUM OF 7' BELOW FINISHED GRADE, INTERIOR PIPE & OTHER ITEMS. LIFT STATION TO BE FREE OF OBSTRUCTIONS FILL REMAINDER OF STRUCTURE WFLOWABLE FILL, CONTRACTOR TO SALVAGE EXIST PUMPS, CLEAN & RETURN TO FBC WCID # 2	EA	1.00	1.00	0.00	1.00	30,000.00	0.00	30,000.00	100.00%
099	SAWCUT & REMOVE EXIST. ASPHALT PVMT. TO INSTALL SAN SWR. FACILITIES	SY	45.00	45.00	0.00	45.00	10.00	0.00	450.00	100.00%
100	SAW CUT/REMOVE EXIST. CONC. PVMT. TO INSTALL SAN SWR.	SY	34.00	34.00	0.00	34.00	13.00	0.00	442.00	100.00%
101	OPEN CUT EXIST. GRAVEL PVMT.	SY	388.00	388.00	0.00	388.00	19.00	0.00	7,372.00	100.00%
102	VERTICAL SWR. SERVICE LEAD ADJUSTMENT, ALL DIA., INCL. RECONNECTION TO EXIST. SERVICE LINE	EA	50.00	50.00	0.00	50.00	800.00	0.00	40,000.00	100.00%
103	TYPE "C" STM. MANHOLE FOR 42" DIA. RCP & SMALLER, STD. DEPTH	EA	78.00	78.00	0.00	78.00	2,125.00	0.00	165,750.00	100.00%
104	TYPE "C" STM. MH FOR 48"-72" DIA. RCP, STD. DEPTH	EA	22.00	22.00	0.00	22.00	3,400.00	0.00	74,800.00	100.00%

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From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
24	02/28/2009	06-106924	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
105	TYPE "C" STM. MH ON EXIST. 4' X 7' RCB, STD. DEPTH	EA	1.00	1.00	0.00	1.00	3,250.00	0.00	3,250.00	100.00%
106	TYPE "C" STM. MH ON EXIST. 30" RCP, STD. DEPTH	EA	4.00	1.00	0.00	1.00	3,240.00	0.00	3,240.00	25.00%
107	TYPE "C" STM. MH ON EXIST. 36" RCP, STD. DEPTH	EA	1.00	1.00	0.00	1.00	5,500.00	0.00	5,500.00	100.00%
108	TYPE "C" STM. MH ON EXIST. 48" RCP, STD. DEPTH	EA	2.00	2.00	0.00	2.00	6,400.00	0.00	12,800.00	100.00%
109	TYPE "C" STM. MH ON EXIST. 60" RCP, STD. DEPTH	EA	8.00	0.00	0.00	0.00	4,860.00	0.00	0.00	0.00%
110	TYPE "C" STM. MH ON EXIST. 10' X 6' RCB, STD. DEPTH	EA	2.00	0.00	0.00	0.00	2,150.00	0.00	0.00	0.00%
111	MODIFY "E" INLET TO TYPE "C" STM. MH, STD. DEPTH	EA	2.00	4.00	0.00	4.00	890.00	0.00	3,560.00	200.00%
112	RECONSTRUCT EXIST. INLET INTO A TYPE "C" MH STD. DEPTH	EA	3.00	3.00	0.00	3.00	1,560.00	0.00	4,680.00	100.00%
113	ADJUST EXIST. STM. MH RIM TO BE FLUSH W/PROP. PVMT.	EA	14.00	14.00	0.00	14.00	400.00	0.00	5,600.00	100.00%
114	MAKE CONNECTION TO EXIST. MANHOLE OR INLET	EA	1.00	1.00	0.00	1.00	200.00	0.00	200.00	100.00%
115	TYPE "A" INLET STD. DEPTH	EA	51.00	54.00	0.00	54.00	1,570.00	0.00	84,780.00	105.88%
116	TYPE "B-B" INLET, STD. DEPTH	EA	46.00	46.00	5.00	51.00	2,265.00	11,325.00	115,515.00	110.87%
117	MODIFIED "B-B" INLET CONSTRUCTED ON EXIST. MH STD. DEPTH	EA	1.00	1.00	0.00	1.00	2,580.00	0.00	2,580.00	100.00%
118	TYPE "C-1" INLET, STD. DEPTH	EA	23.00	21.00	0.00	21.00	2,500.00	0.00	52,500.00	91.30%
119	TYPE "C-2" INLET, STD. DEPTH	EA	7.00	7.00	0.00	7.00	3,600.00	0.00	25,200.00	100.00%
120	RING GRATE FOR 18" RCP, STD. DEPTH	EA	8.00	6.00	0.00	6.00	360.00	0.00	2,160.00	75.00%
121	15" RCP 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	365.00	875.00	0.00	875.00	45.00	0.00	39,375.00	239.73%
122	15" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	17.00	17.00	0.00	17.00	46.00	0.00	782.00	100.00%
123	18" RCP, 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	1,599.00	1,614.00	0.00	1,614.00	50.00	0.00	80,700.00	100.94%
124	18" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	100.00	100.00	0.00	100.00	55.00	0.00	5,500.00	100.00%
125	24" RCP, 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	4,232.00	4,047.00	0.00	4,047.00	65.00	0.00	263,055.00	95.63%
126	24" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	1,038.00	1,038.00	0.00	1,038.00	70.00	0.00	72,660.00	100.00%
127	30" RCP, 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	272.00	288.00	0.00	288.00	78.00	0.00	22,464.00	105.88%
128	30" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	469.00	575.00	0.00	575.00	80.00	0.00	46,000.00	122.60%
129	36" RCP, 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	1,013.00	1,013.00	0.00	1,013.00	110.00	0.00	111,430.00	100.00%
130	36" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	1,302.00	1,302.00	0.00	1,302.00	120.00	0.00	156,240.00	100.00%
131	42" RCP, 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	739.00	739.00	0.00	739.00	135.00	0.00	99,765.00	100.00%

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From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
24	02/28/2009	06-106924	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
132	42" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	813.00	813.00	0.00	813.00	145.00	0.00	117,885.00	100.00%
133	42" RCP, 10'-12' DEPTH, FITTINGS, B&B, TESTING	LF	50.00	50.00	0.00	50.00	142.07	0.00	7,103.50	100.00%
134	48" RCP, 0'-8' DEPTH, FITTINGS, B&B, TESTING	LF	669.00	669.00	0.00	669.00	165.00	0.00	110,385.00	100.00%
135	48" RCP, 8'-10' DEPTH, FITTINGS, B&B, TESTING	LF	754.00	754.00	0.00	754.00	175.00	0.00	131,950.00	100.00%
136	36" PVC TO BE JACKED THRU EXIST. BOX CAR SIPHON, FITTINGS, B&B, TESTING (see Note Attached)	LF	135.00	135.00	0.00	135.00	85.00	0.00	11,475.00	100.00%
137	42" CMP, ALL DEPTHS, FITTINGS, B&B, TESTING	LF	155.00	155.00	0.00	155.00	62.00	0.00	9,610.00	100.00%
138	48" CMP, ALL DEPTHS, FITTINGS, B&B, TESTING	LF	46.00	84.00	0.00	84.00	120.00	0.00	10,080.00	182.61%
139	26" X 43" REINF. CONC. ARCH PIPE, STD. DEPTH	LF	41.00	41.00	0.00	41.00	160.00	0.00	6,560.00	100.00%
140	TIMBER BENT FOR 42" CMP	EA	1.00	1.00	0.00	1.00	500.00	0.00	500.00	100.00%
141	TIMBER BENT FOR 48" CMP	EA	2.00	0.00	0.00	0.00	600.00	0.00	0.00	0.00%
142	JUNCTION BOX W/MANHOLE RING & COVER	EA	1.00	0.00	0.00	0.00	1,300.00	0.00	0.00	0.00%
143	BRICK PLUG FOR 4' X 3' RCB STM. SWR.	EA	2.00	0.00	2.00	2.00	525.00	1,050.00	1,050.00	100.00%
144	BRICK PLUG FOR EXIST. 18" RCP	EA	1.00	2.00	0.00	2.00	130.00	0.00	260.00	200.00%
145	BRICK PLUG FOR EXIST 54" RCP	EA	1.00	1.00	0.00	1.00	450.00	0.00	450.00	100.00%
146	BRICK PLUG FOR EXIST. SIPHON	EA	2.00	2.00	0.00	2.00	850.00	0.00	1,700.00	100.00%
147	24" TYPE II SAFETY END TREATMENT (4:1)	EA	1.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00%
148	CONC. COLLAR TO JOIN PROPOSED 18" RCP TO EXIST. STM. SWR.	EA	1.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00%
149	CONC. COLLAR TO JOIN PROPOSED 24" RCP TO EXIST. STM. SWR.	EA	2.00	2.00	0.00	2.00	450.00	0.00	900.00	100.00%
150	DRAIN/CLEAN EXIST. SIPHON	EA	1.00	1.00	0.00	1.00	5,000.00	0.00	5,000.00	100.00%
151	TRENCH SAFETY FOR 15"-36" DIA. STM. SWR. LINE, 5'-10'	LF	7,732.00	7,732.50	0.00	7,732.50	0.50	0.00	3,866.25	100.01%
152	TRENCH SAFETY FOR 36"-54" DIA. STM. SWR. LINE, 5'-10' DEPTH	LF	2,746.00	2,746.00	0.00	2,746.00	0.50	0.00	1,373.00	100.00%
153	TRENCH SAFETY FOR 36"-54" DIA. STM. SWR., 10'-15' DEPTH	LF	20.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00%
154	REMOVE/DISPOSE OF EXIST. 18" RCP	LF	26.00	74.00	0.00	74.00	8.00	0.00	592.00	284.62%
155	REMOVE/DISPOSE OF EXIST. 24" RCP	LF	1,354.00	1,354.00	0.00	1,354.00	8.00	0.00	10,832.00	100.00%
156	REMOVE/DISPOSE OF EXIST. 30" RCP	LF	667.00	667.00	0.00	667.00	8.00	0.00	5,336.00	100.00%

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From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
24	02/28/2009	06-106924	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
157	REMOVE/DISPOSE OF EXIST. 36" RCP	LF	136.00	163.00	0.00	163.00	8.00	0.00	1,304.00	119.85%
158	REMOVE/DISPOSE OF EXIST. 42" RCP	LF	440.00	831.00	0.00	831.00	9.00	0.00	7,479.00	188.86%
159	REMOVE/DISPOSE OF EXIST. 54" RCP	LF	337.00	337.00	0.00	337.00	9.00	0.00	3,033.00	100.00%
160	REMOVE/DISPOSE OF EXIST. 18" CMP	LF	133.00	50.00	0.00	50.00	6.50	0.00	325.00	37.59%
161	REMOVE/DISPOSE OF EXIST. 36" CMP	LF	22.00	23.00	0.00	23.00	6.75	0.00	155.25	104.55%
162	REMOVE/DISPOSE OF EXIST. 24" PVC	LF	93.00	101.00	0.00	101.00	8.00	0.00	808.00	108.60%
163	REMOVE/DISPOSE OF EXIST. CULVERT (36" & SMALLER)	LF	5,611.00	6,357.50	0.00	6,357.50	12.00	0.00	76,290.00	113.30%
164	REMOVE/DISPOSE OF EXIST. CULVERT (60" & GREATER)	LF	210.00	215.00	0.00	215.00	23.00	0.00	4,945.00	102.38%
165	REMOVE/DISPOSE OF EXIST. GRATE INLET	EA	38.00	38.00	0.00	38.00	300.00	0.00	11,400.00	100.00%
166	REMOVE/DISPOSE OF EXIST. CONC. TROUGH/SLOPED CULVERT SAFETY END TREATMENT	EA	38.00	36.00	2.00	38.00	300.00	600.00	11,400.00	100.00%
167	REMOVE/DISPOSE OF EXIST. "E" INLET	EA	14.00	14.00	0.00	14.00	340.00	0.00	4,760.00	100.00%
168	CAP EXIST. "E" INLET	EA	6.00	8.00	0.00	8.00	525.00	0.00	4,200.00	133.33%
169	REMOVE/DISPOSE OF EXIST. MANHOLE & BACKFILL	EA	4.00	4.00	0.00	4.00	750.00	0.00	3,000.00	100.00%
170	ABANDON EXIST. MANHOLE	EA	2.00	0.00	0.00	0.00	760.00	0.00	0.00	0.00%
171	CUT HOLE IN SIDE OF EXIST. TXDOT BOX SWR. FOR 24" INLET LEAD	EA	2.00	2.00	0.00	2.00	525.00	0.00	1,050.00	100.00%
172	CUT HOLE IN SIDE OF EXIST. TXDOT BOX SWR. FOR 36" INLET LEAD	EA	1.00	1.00	0.00	1.00	660.00	0.00	660.00	100.00%
173	CUT HOLE IN SIDE OF EXIST. TXDOT BOX SWR. FOR 42" INLET LEAD	EA	1.00	1.00	0.00	1.00	785.00	0.00	785.00	100.00%
174	CUT HOLE IN SIDE OF EXIST. TXDOT BOX SWR. FOR 48" INLET LEAD	EA	2.00	2.00	0.00	2.00	900.00	0.00	1,800.00	100.00%
175	ROADWAY EXCAVATION, EXIST. PVMT. SURFACE & BASE MATERIAL	CY	64,254.00	55,208.25	0.00	55,208.25	7.50	0.00	414,061.88	85.92%
176	COMPACTED RDWY. EMBANKMENT FILL	CY	889.00	881.91	0.00	881.91	25.00	0.00	22,047.75	99.20%
177	8" REINF. CONC. PAVING	SY	75,124.00	74,904.89	25.50	74,930.39	40.00	1,020.00	2,997,215.60	99.74%
178	7" REINF. CONC DRVWY., INCL. CURB TRANSITION (147 Ea)	SY	6,304.00	6,674.41	0.00	6,674.41	42.00	0.00	280,325.22	105.88%
179	MANIPULATION OF LIME TREATED SUBGRADE 8" DEPTH FOR PVMT. & DRVWYS.	SY	83,189.00	85,725.37	0.00	85,725.37	1.60	0.00	137,160.59	103.05%

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820 Old Atascocita Road
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24	02/28/2009	06-106924	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
180	LIME FOR 8" SUBGRADE (36 LB/SY)	TON	2,061.51	2,387.72	0.00	2,387.72	115.00	0.00	274,587.80	115.82%
181	6" REINF. CONC. CURB	LF	25,793.00	25,793.00	44.00	25,837.00	3.20	140.80	82,678.40	100.17%
182	6" REINF. CONC. CURB (DOWELED-ON)	LF	46.00	480.00	17.00	497.00	8.00	136.00	3,976.00	1,080.43%
183	6" REINF. CONC. CURB & GUTTER (2' WID TOTAL)	LF	797.00	720.00	0.00	720.00	9.00	0.00	6,480.00	90.34%
184	STD. CONC. PAVING HEADER	LF	640.00	640.00	0.00	640.00	16.50	0.00	10,560.00	100.00%
185	4-1/2" CONC. SDWLK. W/3" COMPACTED SAND BEDDING	SY	4,339.00	4,111.69	502.00	4,613.69	37.00	18,574.00	170,706.53	106.33%
186	6" CONC. ESPLANADE NOSE SDWLK. (COLORED BLACK)	SY	160.00	160.00	0.00	160.00	47.00	0.00	7,520.00	100.00%
187	REINF. CONC. WHEELCHAIR RAMPS	SY	275.00	232.30	46.22	278.52	160.00	7,395.20	44,563.20	101.28%
188	2" HMAC TYPE "D" SURFACE COURSE	TON	325.00	325.00	0.00	325.00	115.00	0.00	37,375.00	100.00%
189	1-1/2" HMAC TYPE "D" SURFACE COURSE	TON	89.00	109.00	120.56	229.56	140.00	16,878.40	32,138.40	257.93%
190	1-1/2" HMAC TYPE "D" LEVEL-UP COURSE	TON	23.00	23.00	0.00	23.00	155.00	0.00	3,565.00	100.00%
191	8" ASPHALT BLACK BASE	TON	2,230.80	2,445.92	193.19	2,639.11	120.00	23,182.80	316,693.20	118.30%
192	TACK COAT (RC-250) APPLIED 0.05 GAL/SY OR BASE	GAL	181.00	165.00	20.00	185.00	4.00	80.00	740.00	102.21%
193	PRIME COAT APPLIED 0.35 GAL/SY OF SUBGRADE	GAL	1,172.00	743.00	0.00	743.00	4.50	0.00	3,343.50	63.40%
194	PVMT. MARKING (W) THERMOPLASTIC 4" WIDE MARKING ON PVMT.	LF	9,027.00	6,527.00	0.00	6,527.00	0.42	0.00	2,741.34	72.31%
195	PVMT. MARKING (W) THERMOPLASTIC 8" WIDE MARKING ON PVMT.	LF	1,410.00	805.00	80.00	885.00	0.85	68.00	752.25	62.77%
196	PVMT. MARKING (W) THERMOPLASTIC 12" WIDE MARKING ON PVMT.	LF	4,302.00	1,848.00	0.00	1,848.00	2.20	0.00	4,065.60	42.96%
197	PVMT. MARKING (W) THERMOPLASTIC 24" WIDE MARKING ON PVMT.	LF	977.00	396.00	26.00	422.00	4.40	114.40	1,856.80	43.19%
198	PVMT. MARKING (Y) THERMOPLASTIC 4" WIDE MARKING ON PVMT.	LF	19,912.00	21,922.00	380.00	22,302.00	0.42	159.60	9,366.84	112.00%
199	PVMT. MARKING (Y) THERMOPLASTIC 24" WIDE MARKING ON PVMT.	LF	923.00	912.00	0.00	912.00	4.25	0.00	3,876.00	98.81%
200	PVMT. MARKING (Y) THERMOPLASTIC FOR ESPLANADE NOSE CURB	LF	1,197.00	1,479.00	0.00	1,479.00	2.90	0.00	4,289.10	123.56%
201	PVMT. MARKING DIRECTIONAL ARROW, ALL DIRECTIONS THERMOPLASTC	EA	24.00	17.00	4.00	21.00	100.00	400.00	2,100.00	87.50%

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Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
202	PVMT. MARKING - ELONGATED WORD "ONLY" THERMOPLASTIC	EA	21.00	11.00	2.00	13.00	100.00	200.00	1,300.00	61.90%
203	REFL. PVMT. MARKER - TYPE II-CR	EA	563.00	537.00	0.00	537.00	3.75	0.00	2,013.75	95.38%
204	REFL. PVMT. MARKER - TYPE II-AA	EA	99.00	640.00	0.00	640.00	3.75	0.00	2,400.00	646.46%
205	REMOVE/DISPOSE OF EXIST. ASPHALTIC SURFACE & BASE MATERIAL (avg 13")	SY	53,129.00	49,421.70	0.00	49,421.70	1.35	0.00	66,719.29	93.02%
206	REMOVE/DISPOSE OF EXIST. CONC. PVMT.	SY	1,507.00	1,000.72	0.00	1,000.72	6.00	0.00	6,004.32	66.40%
207	REMOVE/RELOCATE EXIST. TRAFFIC SIGNS, MAIL BOXES, RDWY. SIGNS, LIGHT & TRAFFIC SIGNAL POLES	LS	1.00	0.95	0.00	0.95	17,000.00	0.00	16,150.00	95.00%
208	PREPARE R-O-W FOR CONST.	LS	1.00	1.00	0.00	1.00	350,000.00	0.00	350,000.00	100.00%
209	PROPOSED STOP SIGN (R1-1)	EA	7.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00%
210	PROPOSED STOP SIGN (R1-1) WITH STREET NAME	EA	24.00	7.00	0.00	7.00	575.00	0.00	4,025.00	29.17%
211	PROPOSED SMALL STREET SIGN	EA	42.00	10.00	0.00	10.00	230.00	0.00	2,300.00	23.81%
212	RELOCATE EXIST. GUARD POST	EA	12.00	0.00	0.00	0.00	175.00	0.00	0.00	0.00%
213	6' X 6' RCB	LF	280.00	280.00	0.00	280.00	450.00	0.00	126,000.00	100.00%
214	48" RCP CANAL BYPASS PIPE	LF	266.00	266.00	0.00	266.00	200.00	0.00	53,200.00	100.00%
215	HEADWALLS FOR GCWA CANEL	LS	1.00	1.00	0.00	1.00	60,000.00	0.00	60,000.00	100.00%
216	4" CONC. SLOPE PAVING	SY	296.00	436.77	0.00	436.77	50.00	0.00	21,838.50	147.56%
217	FILL FOR LEVELING CANAL BOTTOM UP STREAM	CY	282.00	282.00	0.00	282.00	15.00	0.00	4,230.00	100.00%
218	REMOVE EXIST. CONC. SLOPE PAVING	SY	292.00	292.00	0.00	292.00	14.00	0.00	4,088.00	100.00%
219	REMOVE/DISPOSE OF EXIST. HEADWALLS FOR GCWA CANAL	LS	1.00	1.00	0.00	1.00	4,500.00	0.00	4,500.00	100.00%
220	REMOVE/DISPOSE OF EXIST. "BOX CAR" SIPHON ON N.W. SIDE OF CANAL CROSSING, FILL VOID W/DIRT, COMPACT TO 95% SPD	LS	1.00	1.00	0.00	1.00	8,000.00	0.00	8,000.00	100.00%
221	FILL EXIST. "BOX CAR" SIPHON ON THE S.E. SIDE OF THE CANAL CROSSING W/FLOWABLE GROUT (AFTER 36" PVC PIPE HAS BEEN INSTALLED) INCL. END SUPPORTS TO HOLE THE GROUT	LS	1.00	1.00	0.00	1.00	15,000.00	0.00	15,000.00	100.00%
222	SAWCUT & REMOVE EXIST. SLOPE PAVING	SY	1,500.00	1,500.00	0.00	1,500.00	8.50	0.00	12,750.00	100.00%
223	CONC. SLOPE PAVING	SY	1,515.00	1,794.31	0.00	1,794.31	30.00	0.00	53,829.30	118.44%

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
24	02/28/2009	06-106924	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
224	CHANNEL EXCAVATION	CY	1,150.00	1,150.00	0.00	1,150.00	6.00	0.00	6,900.00	100.00%
225	FILL FOR CHANNEL	CY	850.00	850.00	0.00	850.00	10.00	0.00	8,500.00	100.00%
226	REHAB. OF 5TH STREET BRIDGE; REMOVE/REPLACE EXIST. BRIDGE SUPERSTRUCTURE, RAILINGS & WINGWALLS	LS	1.00	1.00	0.00	1.00	445,000.00	0.00	445,000.00	100.00%
227	8" REINF. CONC. PAVING FOR THE APPROACH SLAB	SY	398.00	398.00	0.00	398.00	110.00	0.00	43,780.00	100.00%
228	FOUNDATION FOR TRAFFIC SIGNAL (36" DRILL SHAFT)	LF	30.00	30.00	0.00	30.00	190.00	0.00	5,700.00	100.00%
229	FOUNDATION FOR TRAFFIC SIGNAL (48" DRILL SHAFT)	LF	44.00	44.00	0.00	44.00	365.00	0.00	16,060.00	100.00%
230	CONDUIT (PVC) SCH. 80 (2")	LF	440.00	511.00	0.00	511.00	12.00	0.00	6,132.00	116.14%
231	CONDUIT (PVC) SCH. 80 (2") BORE	LF	230.00	480.00	0.00	480.00	13.00	0.00	6,240.00	208.70%
232	CONDUIT (PVC) SCH. 80 (3")	LF	250.00	273.00	0.00	273.00	17.00	0.00	4,641.00	109.20%
233	CONDUIT (PVC) SCH. 80 (3") BORE	LF	230.00	240.00	0.00	240.00	18.00	0.00	4,320.00	104.35%
234	CONDUIT (PVC) SCH. 80 (4")	LF	20.00	30.00	0.00	30.00	35.00	0.00	1,050.00	150.00%
235	CONDUIT (RM) (1-1/4")	LF	460.00	455.00	0.00	455.00	12.50	0.00	5,687.50	98.91%
236	CONDUIT (RM) (2")	LF	200.00	274.00	0.00	274.00	1.20	0.00	328.80	137.00%
237	CONDUIT (RM) (2") BORE	LF	50.00	70.00	0.00	70.00	20.00	0.00	1,400.00	140.00%
238	ELECTRICAL CONDUCTOR (NO. 2) INSULATED	LF	186.00	252.00	0.00	252.00	3.50	0.00	882.00	135.48%
239	ELECTRICAL CONDUCTOR (NO. 4) INSULATED	LF	150.00	240.00	0.00	240.00	3.50	0.00	840.00	160.00%
240	ELECTRICAL CONDUCTOR (NO. 6) BARE	LF	1,440.00	867.00	0.00	867.00	1.20	0.00	1,040.40	60.21%
241	ELECTRICAL CONDUCTOR (NO. 8) INSULATED	LF	1,150.00	760.00	0.00	760.00	0.90	0.00	684.00	66.09%
242	ELECTRICAL CONDUCTOR (NO. 14) INSULATED	LF	4,450.00	0.00	0.00	0.00	0.30	0.00	0.00	0.00%
243	GROUND BOX (TYPE 2) (243636) W/APRON	EA	4.00	2.00	0.00	2.00	1,700.00	0.00	3,400.00	50.00%
244	GROUND BOX (TYPE 2) (162922) W/APRON	EA	3.00	7.00	0.00	7.00	875.00	0.00	6,125.00	233.33%
245	ZINC COATED STEEL WIRE STRAND (5/16")	LF	480.00	320.00	0.00	320.00	3.50	0.00	1,120.00	66.67%
246	ZINC COATED STEEL WIRE STRAND (3/16")	LF	240.00	270.00	0.00	270.00	3.50	0.00	945.00	112.50%
247	ALUMINUM SIGNS (TYPE A)	SF	57.00	57.00	0.00	57.00	3.50	0.00	199.50	100.00%
248	INSTALL ISOLATED HWY. TRAFFIS SIGNAL INCL. OVERHEAD SIGNS, STREET NAME SIGNS, P.E. CELL, ROADWAY LIGHTS, ETC.	EA	1.00	1.00	0.00	1.00	11,500.00	0.00	11,500.00	100.00%

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
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(281)324-3264

Pay Application	Date	Invoice Number	Contract
24	02/28/2009	06-106924	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
249	INSTALL ISOLATED HWY. TRAFFIS SIGNAL INCL OVERHEAD SIGNS, STREET NAME SIGNS, P.E. CELL, RDWY. LIGHTS	EA	2.00	2.17	0.00	2.17	19,000.00	0.00	41,230.00	108.50%
250	BACKPLATE (3-SECTION) 12"	EA	8.00	8.00	0.00	8.00	55.00	0.00	440.00	100.00%
251	BACKPLATE (4-SECTION) 12"	EA	4.00	4.00	0.00	4.00	150.00	0.00	600.00	100.00%
252	PEDESTRIAN SIGNAL SECTION (12") (LED) 2 INDICATIONS	EA	20.00	8.00	0.00	8.00	350.00	0.00	2,800.00	40.00%
253	VEHICLE SIGNAL SECTION (12") (LED) GREEN ARROW	EA	4.00	4.00	0.00	4.00	355.00	0.00	1,420.00	100.00%
254	VEHICLE SIGNAL SECTION (12") (LED) GREEN	EA	10.00	10.00	0.00	10.00	355.00	0.00	3,550.00	100.00%
255	VEHICLE SIGNAL SECTION (12") (LED) YELLOW ARROW	EA	2.00	2.00	0.00	2.00	425.00	0.00	850.00	100.00%
256	VEHICLE SIGNAL SECTION (12") (LED (Y)	EA	10.00	10.00	0.00	10.00	315.00	0.00	3,150.00	100.00%
257	VEHICLE SIGNAL SECTION (12") (LED) (RED)	EA	18.00	18.00	0.00	18.00	290.00	0.00	5,220.00	100.00%
258	PEDESTRIAN SIGNAL SECTION (12") (LED) COUNT DOWN TYEP	EA	12.00	12.00	0.00	12.00	765.00	0.00	9,180.00	100.00%
259	TRAFFIC SIGNAL CABLE (TYPE A) (2 CONDUCTOR) (12 AWG)	LF	4,410.00	5,805.00	0.00	5,805.00	0.85	0.00	4,934.25	131.63%
260	TRAFFIC SIGNAL CABLE (TYPE A) (2 CONDUCTOR) (12 AWG)	LF	3,110.00	4,415.00	0.00	4,415.00	1.05	0.00	4,635.75	141.96%
261	TRAFFIC SIGNAL CABLE (TYPE A) (7 CONDUCTOR) (12 AWG)	LF	3,250.00	3,980.00	0.00	3,980.00	1.55	0.00	6,169.00	122.46%
262	TRAFFIC SIGNAL CABLE (TYPE C) (2 CONDUCTOR) (14 AWG)	LF	5,200.00	5,225.00	0.00	5,225.00	0.75	0.00	3,918.75	100.48%
263	TRAFFIC SIGNAL PLATE ASSEMBLY (S) (1 ARM) (44')	EA	2.00	2.00	0.00	2.00	6,500.00	0.00	13,000.00	100.00%
264	TRAFFIC SIGNAL PLATE ASSEMBLY (S) (1 ARM) (50') (LUM)	EA	2.00	2.00	0.00	2.00	15,500.00	0.00	31,000.00	100.00%
265	PEDESTRIAN POLE INCL. FOUNDATION	EA	2.00	2.00	0.00	2.00	1,200.00	0.00	2,400.00	100.00%
266	PEDESTRIAN DETECTION PUSH BUTTONS (2")	EA	20.00	20.00	0.00	20.00	175.00	0.00	3,500.00	100.00%
267	VEHICLE LOOP DETECTORS, SAWCUT, INSTALLED	LF	1,770.00	993.00	0.00	993.00	9.00	0.00	8,937.00	56.10%
268	REMOVE EXIST. TRAFFIC SIGNALS	EA	1.00	1.00	0.00	1.00	1,200.00	0.00	1,200.00	100.00%
269	VIVDS PROECESSOR SYSTEM	EA	2.00	1.00	0.00	1.00	7,500.00	0.00	7,500.00	50.00%
270	VIVDS CAMERA ASSEMBLY	EA	9.00	9.00	0.00	9.00	1,600.00	0.00	14,400.00	100.00%
271	VIVDS SET UP SYSTEM	EA	2.00	2.00	0.00	2.00	1,250.00	0.00	2,500.00	100.00%
272	VIVDS COMMUNICATION CABLE (CO-AXIAL)	LF	1,790.00	1,015.00	0.00	1,015.00	1.20	0.00	1,218.00	56.70%
273	TRAFFIC CONTROL PLAN & DETOUR PLAN	MO	18.00	20.00	1.00	21.00	3,200.00	3,200.00	67,200.00	116.67%
274	TEMP. CTB DURING BRIDGE CONST.	LF	170.00	170.00	0.00	170.00	75.00	0.00	12,750.00	100.00%
275	WORK ZN. PVMT. MARKINGS, 4" (W)	LF	5,200.00	5,383.00	335.00	5,718.00	0.85	284.75	4,860.30	109.96%

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
24	02/28/2009	06-106924	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
276	WORK ZN. PVMT. MARKINGS, 4" (Y)	LF	26,200.00	11,024.00	0.00	11,024.00	0.90	0.00	9,921.60	42.08%
277	WORK ZN. PVMT. MARKINGS, 8" (W)	LF	100.00	543.00	0.00	543.00	1.85	0.00	1,004.55	543.00%
278	WK. ZONE PVMT. MARKINGS, 24" (W)	LF	150.00	206.00	138.00	344.00	8.00	1,104.00	2,752.00	229.33%
279	WORK ZONE PVMT. MARKINGS, WORD "ONLY"	EA	7.00	4.00	2.00	6.00	185.00	370.00	1,110.00	85.71%
280	WORK ZONE PVMT. MARKINGS, ARROW (W)	EA	10.00	7.00	2.00	9.00	185.00	370.00	1,665.00	90.00%
281	WELL POINT SYSTEM	LF	4,000.00	618.00	0.00	618.00	20.00	0.00	12,360.00	15.45%
282	ADDITIONAL COST ABOVE MINIMUM BID FOR WELL POINT SYSTE	LF	4,000.00	0.00	0.00	0.00	0.01	0.00	0.00	0.00%
283	WET SAND CONST. FOR SAN SWR.	LF	1,700.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00%
284	ADDITIONAL COST ABOVE MINIMUM BID FOR WET SAND CONST.	LF	1,700.00	0.00	0.00	0.00	0.01	0.00	0.00	0.00%
285	BYPASS PUMPING, TEMP. MANHOLES, CONNECTION, ETC.	DY	50.00	12.00	0.00	12.00	200.00	0.00	2,400.00	24.00%
286	OPEN CUT EXIST. DRVWY. TO INSTALL PROP. UTILITY LINE, REPLACE DRVWY.	SY	545.00	545.00	0.00	545.00	45.00	0.00	24,525.00	100.00%
287	SAW CUT, REMOVE/REPLACE EXIST. CONC.	SY	1,848.98	1,848.98	0.00	1,848.98	45.00	0.00	83,204.10	100.00%
288	SAW CUT, REMOVE/REPLACE EXIST. ASPHALT PVMT. ALONG ROTHWELL	SY	644.00	644.00	0.00	644.00	40.00	0.00	25,760.00	100.00%
289	16" STRIP OF SOD ADJACENT TO BACK OF CURB	LF	28,000.00	18,667.00	5,333.00	24,000.00	0.45	2,399.85	10,800.00	85.71%
290	HYDRO-MULCH SEEDING OF R-O-W & ADJACENT EASEMENTS, CONTRAC- TOR TO ENSURE GROWTH OF VEGETATION	AC	7.00	5.75	0.75	6.50	1,250.00	937.50	8,125.00	92.86%
291	FILTER FABRIC BARRIER	LF	1,018.00	1,809.00	0.00	1,809.00	1.20	0.00	2,170.80	177.70%
292	INLET PROTECTION BARRIER	EA	76.00	76.00	0.00	76.00	45.00	0.00	3,420.00	100.00%
293	PROJECT SIGN	EA	1.00	2.00	0.00	2.00	1,200.00	0.00	2,400.00	200.00%
294	REMOVE/DISPOSE OF EXIST. TREE/VEGETATION TO R-O-W LINE	EA	50.00	78.00	0.00	78.00	450.00	0.00	35,100.00	156.00%
295	RELOCATE EXIST. CHAIN LINK FENCE	LF	937.00	238.00	0.00	238.00	10.00	0.00	2,380.00	25.40%
296	RELOCATE EXIST. BARB WIRE FENCE	LF	212.00	212.00	0.00	212.00	6.50	0.00	1,378.00	100.00%
297	RELOCATE EXIST. SCHOOL FLASHERS	EA	2.00	2.00	0.00	2.00	3,800.00	0.00	7,600.00	100.00%
	Total Base Contract Billed:							**120,590.30**	**10,421,876.61**	

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
24	02/28/2009	06-106924	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
Change Order: 1 - Change in Contract										
298C	Construction Surveying Cost	LS	1.00	1.00	0.00	1.00	66,364.50	0.00	66,364.35	100.00%
299C	Install a Conflict Box	LS	1.00	1.00	0.00	1.00	2,000.00	0.00	2,000.00	100.00%
300C	Install a Temp. Brick Plug & Remove	LS	1.00	1.00	0.00	1.00	650.00	0.00	650.00	100.00%
301C	Additional Traffic Control @ Lexing	LS	1.00	1.00	0.00	1.00	5,724.00	0.00	5,724.00	100.00%
302CA	Install Low Profile Concrete Barrie	LF	4,800.00	4,800.00	0.00	4,800.00	45.00	0.00	216,000.00	100.00%
302CB	Relocate Low Profile Concrete Barri	LF	4,200.00	4,200.00	0.00	4,200.00	7.00	0.00	29,400.00	100.00%
302CC	Remove Low Profile Concrete Barrier	LF	4,800.00	1,900.00	0.00	1,900.00	10.00	0.00	19,000.00	39.58%
	Total Change Order 1							**0.00**	**339,138.35**	
Change Order: 2 - Additional Items										
303C2	Traffic Control For Detour Work	LS	1.00	1.00	0.00	1.00	950.00	0.00	950.00	100.00%
304C2	6" WaterLine Open Cut	LF	18.00	63.00	0.00	63.00	65.00	0.00	4,095.00	350.00%
305C2	6" WaterLine Trenchless Construct.	LF	50.00	50.00	0.00	50.00	100.00	0.00	5,000.00	100.00%
306C2	12" WaterLine Trenchles Construct.	LF	408.00	349.00	0.00	349.00	86.00	0.00	30,014.00	85.54%
307C2	3" Pump for Storm Sewer Bypass	DAY	5.00	5.00	0.00	5.00	450.00	0.00	2,250.00	100.00%
308C2	6" Pump for Pond/Storm Sewer Bypass	DAY	10.00	10.00	0.00	10.00	800.00	0.00	8,000.00	100.00%
	Total Change Order 2							**0.00**	**50,309.00**	
Change Order: 3 - Additional Items										
309C3	Relocate Gas Meter @ Sta 78+70 Rt.	LS	1.00	1.00	0.00	1.00	4,565.00	0.00	4,565.00	100.00%
310C3	SS Bypass Pumping w/ 3" Pump	DAY	11.00	11.00	0.00	11.00	450.00	0.00	4,950.00	100.00%
311C3	SS Bypass Pumping w/ 6" Pump	DAY	27.00	27.00	0.00	27.00	800.00	0.00	21,600.00	100.00%
312C3	18" SS Inside 30" Steel Casing	LS	1.00	1.00	0.00	1.00	19,537.70	0.00	19,537.70	100.00%

--Continued on Next Page--

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To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069-5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount	Percent Complete
	Total Change Order 3							**0.00**	**50,652.70**	
Change Order: 4 - Additional Items										
313C4	Remove & Dispose of 48" RCP	LF	180.00	274.00	0.00	274.00	9.00	0.00	2,466.00	152.22%
314C4	Install Brick Plug on 7' x 4' Box	LS	1.00	1.00	0.00	1.00	795.00	0.00	795.00	100.00%
315C4	18" SET 6:1 Slope	EA	2.00	2.00	0.00	2.00	875.00	0.00	1,750.00	100.00%
316C4	Fence Relocation at Lift Station	LS	1.00	1.00	0.00	1.00	1,620.00	0.00	1,620.00	100.00%
317C4	Junction Box for Dual 15" RCP	EA	2.00	7.00	0.00	7.00	1,410.00	0.00	9,870.00	350.00%
318C4	Add to Modify BB Inlet for Dual 15"	EA	2.00	5.00	0.00	5.00	550.00	0.00	2,750.00	250.00%
319C4	Add Junctuion Box For 24" RCP	EA	10.00	6.00	0.00	6.00	1,260.00	0.00	7,560.00	60.00%
	Total Change Order 4							**0.00**	**26,811.00**	
Change Order: 5 - Change in Contract										
320C5	INSTALL 4' CHAIN LINK FENCE @ CANAL	LF	54.00	0.00	0.00	0.00	42.50	0.00	0.00	0.00%
321C5	LOWERING STORM DRAIN BOX	LS	1.00	1.00	0.00	1.00	35,030.00	0.00	35,030.00	100.00%
322C5	RFI 126 - 18" FORCE MAIN OFFSET	LS	1.00	1.00	0.00	1.00	19,241.01	0.00	19,241.01	100.00%
	Total Change Order 5							**0.00**	**54,271.01**	
	Total Billed: Contract and Change Orders					**92.12% Percent Complete**		**120,590.30**	**10,943,058.67**	

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
24	02/28/2009	06-106924	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : *06-1069-5th Street Paving/Drainage*
5th Street

Billing Summary for Contract 06-1069

		Current	To Date
Less Previous Payments:	**Total Completed:**	120,590.30	10,943,058.67
	Stored Material To Date:	0.00	0.00
	Sales Tax:	0.00	0.00
	Less Retainage:	0.00	551,912.47
	Total this Invoice:	120,590.30	10,391,146.20
	Previous Payments:		10,270,555.90
	Balance as of this Invoice:	120,590.30	120,590.30

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HARRIS

Triple B Services, L.L.P. performed certain improvements to real property located in Harris County, Texas, which improvements are described as follows:

Engineer's Project # PO 04300003537 5th Street Paving/Drainage

In consideration of payment of ONE HUNDRED TWENTY THOUSAND FIVE HUNDRED NINETY & 30/100 ($ 120,590.30) and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contractor or any constitutional lien that the undersigned my have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the construction of such improvements on the property have been fully paid and satisfied, in accordance to our terms and conditions with our vendors and subcontractors, and undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said property arising out of any bills for material or labor in connection with the construction of said improvements thereon, undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Contractor: Triple B Services, L.L.P.

Date: 3/04/2009 By: Donna M. Burke

Donna M. Burke, Sr. Project Administrator

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Donna M. Burke, known to be the acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04 day of March, 2009,

Tiffany Galvan

My Commission Expires: (SEAL) Notary Public in and for the State of Texas

TIFFANY GALVAN
Notary Public, State of Texas
My Commission Expires
January 12, 2011

File: F:\Projects\06-1069\Pay Estimates\APPLICATION AND CERTIFICATE FOR PAYMENT 24.doc

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS

COUNTY OF HARRIS

Donna M. Burke being first duly sworn states that she is the Sr. Project Administrator of Triple B Services, L.L.P. of Harris County of Texas, hereinafter called "Company", and the said Company has performed work and/or furnished labor for Ft. Bend County hereinafter called "Owner" pursuant to a contract, dated with Owner (hereinafter called "CONTRACT") for the construction of:

5th Street Paving/Drainage
Engineer's Project # PO 04300003537

That all just and lawful invoices against the Company for labor, materials, and expendable equipment employed in the performance of the Contract and have been paid in full (with the exception of the attached invoice) prior to acceptance of payments for the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

Contractor: Triple B Services, L.L.P.

Date: 3/04/2009

By: Donna M. Burke

Donna M. Burke, Sr. Project Administrator

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Donna M. Burke, known to be the acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04 day of March, 2009.

Tiffany Galvan

My Commission Expires: (SEAL)

Notary Public in and for the State of Texas

TIFFANY GALVAN
Notary Public, State of Texas
My Commission Expires
January 12, 2011

File: F:\Projects\06-1069\Pay Estimates\APPLICATION AND CERTIFICATE FOR PAYMENT 24.doc

11 H

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/10/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/17/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 6060355 (Pay Estimate No.5) in the amount of $6,983.74 to AECOM USA, Inc. regarding Old Richmond Road (from FM1464 to West Airport), Mobility Bond Project #728, Precinct 4. (Fund: Mobility Bonds)Lawson P.O.#17558

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Wire Transfer Payment to:
AECOM USA Inc.
An AECOM Company
Bank of America
Concord, CA 94520

Account Number 5800937020

ABA Number 026009593

SWIFT CODE BOFAUS3N

Remit Payment to:
AECOM USA Inc.
1178 Paysphere Circle
Chicago IL 60674

AECOM

5757 Woodway Drive, Suite 101 West, Houston, TX 77057-1599

Telephone: 713-780-4100 Fax: 713-780-0838

Federal Tax ID No. 13-5511947

ATTN : JESS HEGEMIER
FORT BEND COUNTY
1124-52 Blume Road
ROSENBERG, TX 77471

Invoice Date: 27-FEB-09
Invoice Number: 6060355
Bill Number: 5
Agreement Number: 60046024
Agreement Description: PO # 17558

Please reference Invoice Number and Project Number with Remittance

Project Number : 60066711 **Project Name : 60046024 Old Richmond Road**
Bill Through Date : 03-JAN-09 to 30-JAN-09

Phase Lump Sum

Task Number	Description	Fee	%Comp	Earned	Previous	Current
01000.01	Old Richmond Rd - Design	73,21.65	53.54%	39,196.18	32,212.44	6,983.74
01000.02	Old Richmond Rd - Surveying	121,412.50	96.80%	117,532.46	117,532.46	-
	Total Phase Lump Sum:					**6,983.74**
	Project Total : 60046024 Old Richmond Road					**6,983.74**

OK DRH

Invoice Summaries

Total Current Amount :	6,983.74
Retention Amount :	0.00
Pre-Tax Amount :	6,983.74
Tax Amount :	0.00
Total Invoice Amount :	**6,983.74**

Billing Summaries

Billing Summary	Current	Prior	Total	Total Fee	Percent Complete
Billings	6,983.74	149,744.90	156,728.64	194,621.65	80.53
Billing Total :	6,983.74	149,744.90	156,728.64		

Established in 1946
Engineering Excellence for Over One-Half Century

11 I

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/10/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/17/09	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 9432 (Pay Estimate No.7) in the amount of $16,938.00 to IDCUS, Inc. dba IDC, Inc. regarding the expansion of Harlem Road, Mobility Bond Project #725, Precinct 3. (Fund: Mobility Bonds) Lawson P.O.#13273

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
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☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

IDC

Planners - Engineers - Program Managers

March 2, 2009

Mr. D. Jesse Hegemier, P.E.
Fort Bend County Engineer
1124 Blume Road
Rosenberg, Texas 77471

Re: Billing Period No. 7
IDC Invoice No. 9432
Services Through February 2009
Purchase Order No. 13273
Project No. 725
Harlem Road from North of US 90A to Plantation Dr.

Dear Mr. Hegemier:

Enclosed is IDC's invoice for services performed through February 2009 in the amount of $16,938.00 for your consideration and further handling. Two copies of the following documents are attached:

- Invoice No. 9432
- Progress Report No. 7

Sincerely,

Larry Janak, P.E.
Executive Vice President

Cc: Mark Dessens – Schaumburg & Polk, Inc.

11111 Wilcrest Green, Suite 250, Houston, Texas 77042 • Tel: (713) 541-5591 • Fax: (713) 541-3501

HARLEM ROAD

Project No.: 725 | N. of US90A to Plantation Drive | DATE: | INVOICE:

Purchase Order No. 13273 | INVOICE: IDC PER PHASE | 2/28/2009 | No. 9432

TASK DESCRIPTION	CONTRACT AMOUNT	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
I. Project Management					
A. Meetings & County Coord	$7,533	90.0%	$6,780	$6,403	$377
B. Invoice & Progress Reports	$7,001	90.0%	$6,301	$5,951	$350
C. Coord w/ Subs	$10,987	95.0%	$10,438	$9,888	$549
D. QC/QA	$6,906	75.0%	$5,180	$3,453	$1,727
SUBTOTAL TASK	**$32,427**	**88.5%**	**$28,698**	**$25,695**	**$3,003**
II. Route/Alignment Study					
A. Data Collect & Field Recon	$6,944	100.0%	$6,944	6,944	$0
B. Typ Sect/Horiz & Vert Algn	$11,764	95.0%	$11,176	10,588	$588
C. Alternative Analysis	$10,909	100.0%	$10,909	10,909	$0
D. Select Preferred Alternative	$7,592	100.0%	$7,592	7,592	$0
E. Intersect Layout	$4,780	90.0%	$4,302	2,868	$1,434
F. Culvert Layouts	$4,876	60.0%	$2,926	1,463	$1,463
G. Utility Coord	$5,428	90.0%	$4,885	2,714	$2,171
H. ROW Determination	$5,686	100.0%	$5,686	4,265	$1,422
I. Cross-Sections	$4,569	80.0%	$3,655	2,285	$1,371
J. Cost Estimate	$3,824	30.0%	$1,147	1,147	$0
SUBTOTAL TASK	**$66,372**	**89.2%**	**$59,222**	**$50,774**	**$8,448**
III. Preliminary Engineering Report					
A. Draft PER	$11,574	100.0%	$11,574	$9,838	$1,736
B. Court Presentation	$2,119	100.0%	$2,119		$2,119
C. Final PER	$5,132		$0		$0
SUBTOTAL TASK	**$18,825**	**72.7%**	**$13,693**	**$9,838**	**$3,855**
IV. Surveys					
A. Control	$4,108	100.0%	$4,108	$4,108	$0
B. Topo & Utility	$23,282	100.0%	$23,282	$23,282	$0
C.1. Survey Intersection w/ US90A	$15,239	100.0%	$15,239	$15,239	$0
C.2 Administer Survey US90A	$2,297	100.0%	$2,297	$2,297	$0
SUBTOTAL TASK	**$44,926**	**100.0%**	**$44,926**	**$44,926**	**$0**
V. Drainage Report					
A. Detention Alternatives Analysis	$26,375	100.0%	$26,375	$26,375	$0
B. H & H Anaylsis	$10,470	100.0%	$10,470	$10,470	$0
C. Prepare Report	$15,200	100.0%	$15,200	$15,200	$0
SUBTOTAL TASK	**$52,045**	**100.0%**	**$52,045**	**$52,045**	**$0**
VI. Geotechncial Investigation					
A. Field Work	$3,620	100.0%	$3,620	$3,258	$362
B. Lab Analysis	$3,700	100.0%	$3,700	$3,330	$370
C. Prepare Report	$2,030	100.0%	$2,030	$1,827	$203
SUBTOTAL TASK	**$9,350**	**100.0%**	**$9,350**	**$8,415**	**$935**
LABOR COSTS					
Subtotal (IDC)	$119,921	86.6%	$103,910	$88,604	$15,306
Subtotal (LTC)	$42,629	100.0%	$42,629	$42,629	$0
Subtotal (EHRA)	$52,045	100.0%	$52,045	$52,045	$0
Subtotal (TWEI)	$9,350	100.0%	$9,350	$8,415	$935
TOTAL LABOR	**$223,945**	**92.9%**	**$207,934**	**$191,693**	**$16,241**
Total All Firms	$223,945	92.9%	$207,934	$191,693	$16,241
DIRECT COSTS					
IDC	$2,323	80.0%	$1,858	$1,162	$697
TOTAL DIRECT COSTS	**$2,323**	**80.0%**	**$1,858**	**$1,162**	**$697**
TOTALS					
Labor	$223,945	92.9%	$207,934	$191,693	$16,241
Direct Costs	$2,323	80.0%	$1,858	$1,162	$697
TOTAL CONTRACT	**$226,268**	**92.7%**	**$209,792**	**$192,854**	**$16,938**

Updated survey budget for WA #3

OK PM

IDC

IDC

Planners – Engineers – Program Managers

HARLEM ROAD
PRELIMINARY ENGINEERING REPORT PHASE
PROGRESS REPORT NO. 7
JANUARY - FEBRUARY 2009

Activities During Current Reporting Period

Task I. Project Management

Met with program manager in February to discuss ditch side slopes at cross culverts. Subconsultant work finished, pending authorization of Work Authorization No. 2. Continued in-house plan checking.

Task II. Route/Alignment Studies

Finished revising alignment to accommodate 140 ft ROW. Confirmed 140 ft ROW is sufficient at cross culvert locations, based on maximum side slopes of 2:1. Continued working on intersection layouts, culvert layouts, and cross sections.

Task III. Preliminary Engineering Report

Finished draft PER and presented to Commissioner's Court in January.

Task IV. Surveys

This task is finished, pending authorization of Work Authorization No. 2.

Task V. Drainage Report

This task is finished.

Task VI. Geotechnical Investigation

This task is finished.

Activities Anticipated Next Reporting Period

- Continue working on final PER.
- Receive authorization for Work Authorization No. 2, ROW surveys.

11111 Wilcrest Green, Suite 250, Houston, TX 77042 • Tel: (713) 541-5591 • Fax: (713) 541-3501

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 02/20/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/~~03~~/09 17	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No.151100 (Pay Estimate No.18) in the amount of $15,307.51 to Jones & Carter, Inc. for Fifth Street Paving and Drainage Project (FM1092 to FM2234), Mobility Bond Project #17, Precinct 2. (Fund: Mobility Bonds) PC04300003582

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

6335 Gulfton, Suite 100
Houston, Texas 77081-1169

TEL 713 777 5337
FAX 713 777 5976

AUSTIN
DALLAS
HOUSTON
THE WOODLANDS

February 23, 2009

Mr. D. Jesse Hegemier, P.E. - County Engineer
Fort Bend County Engineering
P.O. Box 1449
Rosenberg, Texas 77471-1449

Attn: Mr. Louis Hood, P.E.

Re: Fifth Street - FM 2234 to FM 1092
Pay Estimate No. 18 PO. 04300003582 – Construction Phase Services

Dear Mr. Hegemier:

Enclosed is our invoice #151100 representing our Pay Estimate No. 18 (through January 31, 2009) for services performed during the Construction Phase for the referenced Fifth Street Project.

We are also attaching a progress report for our services this past month.

If you have any questions concerning our invoices, please call.

Sincerely,

David M. Krukewitt, P.E.

DMK/d
Enclosures

JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
6335 Gulfton, Suite 100
Houston, Texas 77081-1169
TEL 713 777 5337
FAX 713 777 5976

Invoice

February 16, 2009
Project No: 00347-013-00
Invoice No: 0151100

Mr. Louis Hood, PE
1st Assistant County Engineer
Fort Bend County Engineers Office
1124 Blume Road
Rosenberg, TX 77471

Project 00347-013-00 Fifth Street - Construction Phase Services

Services include geotechnical engineering services and construction phase services.

Professional Services from January 4, 2009 to January 31, 2009

Task 300 Construction Phase Services

Professional Personnel

		Hours	Rate	Amount	
Senior Project Engineer					
Krukewitt, David	1/9/09	1.00	45.67	45.67	
Krukewitt, David	1/12/09	4.50	45.67	205.52	
Krukewitt, David	1/13/09	3.00	45.67	137.01	
Krukewitt, David	1/14/09	1.00	45.67	45.67	
Krukewitt, David	1/15/09	4.50	45.67	205.52	
Krukewitt, David	1/19/09	1.00	45.67	45.67	
Krukewitt, David	1/21/09	.50	45.67	22.84	
Krukewitt, David	1/26/09	.50	45.67	22.84	
Krukewitt, David	1/27/09	3.00	45.67	137.01	
Krukewitt, David	1/28/09	1.50	45.67	68.51	
Krukewitt, David	1/29/09	.50	45.67	22.84	
Totals		21.00		959.10	
Total Labor			**3.1 times**	**959.10**	**2,973.21**

Total this Task **$2,973.21**

Task 310 Changes to Drawings (Authorized)

Services include revised Fifth street storm sewer plans.

Professional Personnel

		Hours	Rate	Amount
CAD Operator I				
Alvarez, Javier	1/21/09	.50	15.00	7.50
Project Engineer				
Krukewitt, David	1/21/09	.50	45.67	22.84

PLEASE INCLUDE INVOICE NUMBER(S) ON REMITTANCE. THANK YOU.

Project	00347-013-00	Fifth Street - Construction Phase Services		Invoice 0151100	
	Totals	1.00		30.34	
	Total Labor		**3.1 times**	**30.34**	**94.05**
				Total this Task	**$94.05**

Task	400	Geotechnical Services (HVJ)			
Consultants					
Geotechnical / Testing Fees / Lab Fees					
2/10/09	HVJ Associates, Inc.	Inv 08-349		12,240.25	
	Total Consultants			**12,240.25**	**12,240.25**
				Total this Task	**$12,240.25**
				TOTAL THIS INVOICE	**$15,307.51**

Outstanding Invoices

Number	Date	Balance
0148862	12/4/08	3,272.73
0149930	1/13/09	23,348.88
Total		**26,621.61**

Total Now Due **$41,929.12**

MAXIMUM BILLING AMOUNT: $ 498,747.00

I certify that the work described in this invoice was performed as authorized by the Fort Bend County Engineer and that all information contained in this invoice is true and correct.

Robert Ybanez, P.E., Vice President

Accept for Payment
Louis C. Hoesl
March 4, 2009
FBC Engineering

INVOICE No. 18
FORT BEND COUNTY ENGINEERING DEPARTMENT
FIFTH STREET ROADWAY RECONSTRUCTION AND DRAINAGE FACILITIES
MONTHLY PROGRESS PAYMENT INVOICE
FOR ENGINEER'S SERVICES

JCI Job Number 0347-013

Jones & Carter, Inc
6335 Gulfton, Suite 100
Houston Texas, 77081

Invoice Number:	151100
Invoice Period:	thru 1/31/09
P.O. Number:	PC 04300003582

February 23, 2009

Task	Description of Work Task	Budget To Date	Percent Complete	Amount Earned	Previously Billed	Due This Invoice
CONSTRUTION PHASE SERVICES						
300	Constr. Phase Engineering Services	$ 100,825.00	89%	$ 89,891.04	$ 86,917.83	$ 2,973.21
310	Constr. Phase Change to Drawings	$ 16,500.00	87%	$ 14,405.75	$ 14,311.70	$ 94.05
400	Constr. Phase Geotechnical Services	$ 347,242.00	92%	$ 318,712.02	$ 306,471.77	$ 12,240.25
500	Constr. Phase Surveying Services	$ 19,600.00	86%	$ 16,835.55	$ 16,835.55	$ -
800	Constr. Phase Direct Expenses	$ 4,300.00	88%	$ 3,783.53	$ 3,783.53	$ -
					$ -	
PROJECT TOTALS		**$ 488,467.00**	**91%**	**$ 443,627.89**	**$ 428,320.38**	**$ 15,307.51**

AS PER ORIGINAL

JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

6335 Gulfton, Suite 100
Houston, Texas 77081-1169

TEL 713 777 5337
FAX 713 777 5976

AUSTIN
DALLAS
HOUSTON
THE WOODLANDS

PROGRESS STATUS REPORT No. 18– Construction Phase Services

FOR: Fifth Street - FM 2234 to FM 1092 – Fort Bend County - (0347-013)
DATE: For Invoicing From January 4, 2009 thru January 31, 2009

CONSTRUCTION PHASE SERVICES

Engineering - Construction Phase Services (89% Complete):
Attending onsite bi-weekly construction meetings
Reviewing Shop Drawings
Responding to RFI's
Responding to Field Issues
Starting Preliminary Final Inspections

Engineering – Changes to Drawings (87% Complete):
Revised Fifth Street Storm Sewer Plans
Revised Fifth Street and FM 1092 Intersection
Revised Speed Limit Signs along Fifth Street

Bridge Engineering - Construction Phase Services (95% Complete):
Reviewing Shop Drawings
Responding to RFI's
Responding to Field Issues
Starting Preliminary Final Inspections

Traffic Signal Engineering - Construction Phase Services (95% Complete):
Reviewing Shop Drawings
Responding to RFI's
Starting Preliminary Final Inspections

Surveying - Construction Phase Services (86% Complete):
Surveyed field located top of Verizon conduit from Present Street to FM 2234
Surveyed Stafford Pride Intersection for As-Built Conditions

Direct Expenses (88% Complete):

Geotechnical – Construction Phase Services – Provided by HVJ (88% Complete):
Reviewing Shop Drawings
Performing field tests

Prepared by:

David M. Krukewitt, P.E.
February 23, 2009

11T

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 17 day of MARCH , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of AT & T TEXAS

Job Location PITTS

Dated 02/27/09 Bond No. CHI-001686693-01 Permit No. 83622 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers , seconded by Commissioner Prestage , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
   a. 48 hours in advance of construction start up, and
   b. When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 3-17-09 Minutes of Commissioners Court.

Clerk of Commissioners Court
By _____
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083622

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

__X__ **(1) Complete Application Form.**

- __X__ a. Name of road, street, and/or drainage ditch affected.
- __X__ b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

_____ **(2) Bond:** _____
District Attorney, approval when applicable.

- __X__ Perpetual bond currently posted.
  No. CHI-001686693-01
  Amount $25,000.00
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

_____ **(3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.**

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ **(4)** _____
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

_____ 02/27/2009
Johnny Ortega CFM/ Permit Administrator — Date

(REVISED 5/30/08)

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
IN FORT BEND COUNTY

APPLICANT'S JOB NO. 7314846
PERMIT NO. 83622 PCT. NO. 3
BOND NO. CHI-6016866 93-01

FORMAL NOTICE IS HEREBY GIVEN THAT AT&T Texas PROPOSES TO LAY, CONSTRUCT, MAINTAIN AND/OR REPAIR CABLE, CONDUIT AND/OR POLE LINE, IN, UNDER, ACROSS, OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY, AS FOLLOWS:

IN,UNDER, OR ACROSS ROADS AND/OR DRAINAGE DITCHES

ROAD OR DITCH NAME	DISTANCE & DIRECTION FROM NEAREST INTERSECTION	LENGTH OF CROSSING	TYPE OF CONSTRUCTION BORED	JACKED	DRIVEN	CASE
PITTS RD	MELODY LN	40	X			

ALONG ROADS AND/OR DRAINAGE DITCHES

ROAD OR DITCH NAME	DISTANCE & DIRECTION FROM NEAREST INTERSECTION	TO	DISTANCE
PITTS RD	MELODY LN	601 PITTS	570'

GENERAL DESCRIPTION

PROPOSED TO PLACE APPROXIMATELY 570' OF BURIED CABLE ALONG THE WEST ROW OF PITTS RD STARTING FROM THE SOUTHWEST CORNER OF MELODY LN TO 601 PITTS, BORE 2 DRIVEWAYS.

THE LOCATION AND DESCRIPTION OF THE PROPOSED INSTALLATION AND APPURTENANCES IS MORE FULLY SHOWN ON THE ATTACHED DETAIL DRAWINGS. THE LAYING, CONSTRUCTION, MAINTENANCE AND/OR REPAIR OF THE PROPOSED INSTALLATION SHALL BE SUBJECT TO "A REVISED ORDER REGULATING THE LAYING, CONSTRUCTION, MAINTENANCE AND/OR REPAIR OF CABLES, CONDUITS, AND/OR POLE LINES, IN, UNDER, ACROSS, OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY, TEXAS , UNDER THE JURISDICTION OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS" AS PASSED BY COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, DATED THE 3RD DAY OF AUGUST, 1987, RECORDED IN VOLUME 639 OF THE MINUTES OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS.

WRITTEN NOTICES ARE REQUIRED: 1) 48 HOURS IN ADVANCE OF START OF CONSTRUCTION AND 2) WHEN CONSTRUCTION IS COMPLETE AND READY FOR FINAL INSPECTION.

MAIL TO: PERMIT ADMINISTRATOR/FORT BEND COUNTY ENGINEERING
P.O. BOX 1449, ROSENBERG, TX 77471

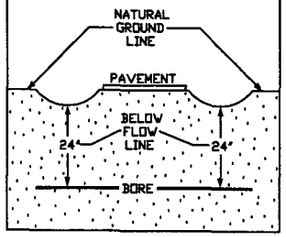
VIOLATION OF REQUIREMENTS SHALL CONSTITUTE GROUNDS FOR JOB SHUT DOWN.

COMPANY NAME: AT&T Texas
AGENT AND/OR OWNER
(SIGNATURE)
NAME & TITLE: LEQUAN LEE, MGR.-OSP PLNG & ENG DESIGN
(PLEASE PRINT)
DATE: 02/23/09
ADDRESS: 1110 LOUISE, 1ST FLOOR
(STREET/P.O.BOX)
ROSENBERG (CITY) TEXAS (STATE) 77471 (ZIP)
TELEPHONE NO: 281-341-2442
(ACCESSIBLE 24 HRS/DAY, 7 DAYS/WEEK)

I:\Web Page\Pre-web Documents and Images\Word Documents\Engineering\NOTICE.ROW.doc

FM-HOMP00/FORMS/FTBENDCTY

TYPICAL ROAD BORE

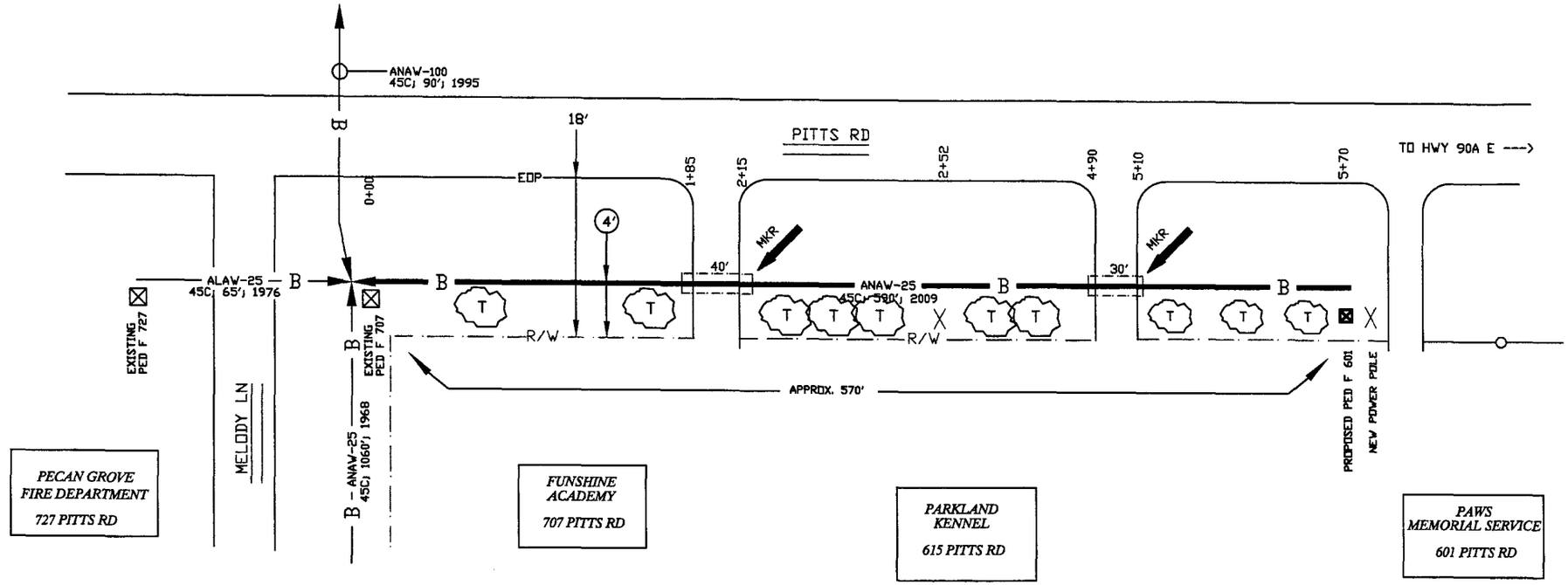


LEGEND

- B — PROPOSED AT&T BURIED CABLE
- EX — EXISTING AT&T BURIED CABLE
- ROW — RIGHT OF WAY
- EOP — EDGE OF PAVEMENT
- X — UTILITY POLE

FT BEND COUNTY NOTIFICATION

AT&T TEXAS CONTACT:
LEQUAN LEE
MGR.-OSP PLGN & ENGRG DESIGN
281-341-2442



--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

SPECIAL CIRCUITS	N
6203 FORWARDED	N
PERMIT REQUIRED	N

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK ____ TO ____
MFRC 45C

TRANSMISSION ZONE
RZ 15 CZ 9 TAPER CODE 162003

CAUTION HIGH VOLTAGE
KV 13.00 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO CENT - CENTER POINT
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 7314846

TOT.PRINTS 3 PRINT NO.3
NPA/NNX: 281-232 PRT:281232
EXCH. RICH-RDSE
TAX DIST. FG009
GEO LOC. W89232
ENGR. LL DRAWN DW
TELEPHONE NO. (281) 341-2442
REC. REF. 232-275-35
MAP REF. FB KM 566S
SCALE NONE
ISSUE DATE 02/25/2009
PROJ TITLE 601 PITTS RD
REV. NUMBER
DATE REV.

11 U

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 17 day of MARCH , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of IDENTITY ARCHITECTS / HENNESSE COMPANIES, INC.

Job Location SEVEN MEADOWS PARKWAY

Dated 03/03/09 Bond No. LLI2093533 Permit No. 83624

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers , seconded by Commissioner Prestage , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
   a. 48 hours in advance of construction start up, and
   b. When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in ~~Volume~~ 3-17-09 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fiore
Deputy

(REVISED 5/30/08)

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

BOND NO LLI2093533 .

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT WE, Identity Architects/ Hennesse Companies, Inc. whose address is 21938 Provincial, Katy, TX 77450, Texas, hereinafter called the Principal, and Old Republic Surety Company, a Corporation existing under and 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, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Old Republic Surety Company and whose address is 7610 Stemmons Frwy, Suite 400, Dallas, TX 75247, hereinafter called the Surety, and held and firmly bound unto, James C. Adolphus, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Dollars ($ 5,000.00) current, lawful money of the United States of America, to be paid to said James C. Adolphus, 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.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits, and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 2nd day of March, 2009.

Identity Architects/ Hennesse Companies, Inc.
PRINCIPAL

BY

Old Republic Surety Company
SURETY

BY Andrea M. Penaloza

AS PER ORIGINAL

OLD REPUBLIC
Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

WES WEATHERRED, MICHAEL HOTCHKISS, ANDREA M. PENALOZA, MONICA ENGLISH, TYE H. JUSTICE, DAPHNE B. CLARK, OF HOUSTON, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO MILLION DOLLARS($2,000,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of JANUARY, 2009.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21ST day of JANUARY, 2009, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-4417

Signed and sealed at the City of Brookfield, WI this 2nd day of March 2009

HOTCHKISS INS. AGENCY, LLC

Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC 22262 (2/07)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

PO Box 569480
Dallas, TX 75356-9480

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-(800) 252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

PO Box 569480
Dallas, TX 75356-9480

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection(@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083624

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

X (1) Complete Application Form.
- X a. Name of road, street, and/or drainage ditch affected.
- X b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

_____ (2) Bond: _____
District Attorney, approval when applicable.
- _____ Perpetual bond currently posted.
  No. _____
  Amount _____
- X Performance bond submitted.
  No. LLI2093533
  Amount $5,000.
- _____ Cashier's Check.
  No. _____
  Amount _____

_____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

_____ 03/03/2009
Johnny Ortega CFM/ Permit Administrator — Date
(REVISED 5/30/08)

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION

P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

APPLICANT INFORMATION **Application No.** 83624 (County Use Only)

Applicant Name: Identity Architects, Attn: Cory P. Decuire / Hennesse Companies, Inc.

Applicant Mailing Address: 8807 W. Sam Houston Pkwy. N, Suite 111

City: Houston State: Texas Zip: 77040

Work Phone: 281-970-5523 Daytime Phone: 281-970-5523

Property Owner's Name: Dagley Insurance and Financial Services - Paul Marsh Phone: 713-664-1000

Property Owner's Mailing Address: 23102 Seven Meadows Parkway

City: Katy State: Texas Zip: 77494

LOCATION OF PROPERTY

Subdivision: Seven Meadows - Reserves A, B, C Sec: _____ Lot: _____ Blk: 1

Physical Address: 23102 Seven Meadows Parkway, Katy, TX 77494

(ATTACH A SITE MAP)

SITE USE

Driveway Curb & Gutter Section: Commercial Driveway - Open Ditch Section: _____

Culvert Only: _____

DRIVEWAY REQUIREMENTS

Length: ***20' minimum and 40' maximum*** Number of drives: 1 @ 30'-0"

(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on website www.co-fort-bend.tx.us

Does project comply with Fort Bend County Lighting Regulation **Yes (X)** **No ( )**
(See- Fort Bend County Outdoor Lighting Regulation on website www.co.fort-bend.tx.us)

- *By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the* **Fort Bend County Regulations of Subdivisions** *and I am aware of Section 2, Item F in the* **Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property.** *Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.*

- *The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.*

- **Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.**

- **Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.**

Cory P. Decuire 2/25/09

Signature of Applicant, Agent or Attorney **Date**

Cory P. Decuire, Identity Architects

Printed Name

11 W

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 17 day of MARCH , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of M.C. IMAGE CONSTRUCTION, INC.

Job Location CLAYHEAD

Dated 03/04/09 Bond No. 5319222726 (Cashiers CK) Permit No. 83625

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers , seconded by Commissioner Prestage , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

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2. Written notices are required:
   a. 48 hours in advance of construction start up, and
   b. When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in ~~Volume~~ 3-17-09 Minutes of Commissioners Court.

Clerk of Commissioners Court
By _____
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083625

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- X b. Vicinity map showing course of direction.
- ____ c. Plans and specifications.

____ (2) Bond: _____
District Attorney, approval when applicable.
- ____ Perpetual bond currently posted.
  No. _____
  Amount _____
- ____ Performance bond submitted.
  No. _____
  Amount _____
- X Cashier's Check.
  No. 5319222726
  Amount $5,000.00

____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

____ (4) _____
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

_____ 03/04/2009
Johnny Ortega CFM / Permit Administrator — Date

(REVISED 5/30/08)

THIS ORIGINAL DOCUMENT HAS A LINEMARK IN THE PAPER - HOLD TO LIGHT TO VIEW. THE FACE OF THIS DOCUMENT HAS A BLUE CHECK BACKGROUND ON WHITE PAPER.

WELLS FARGO BANK, N.A.
SBA LENDING
1455 W. LAKE STREET, SUITE 306
MINNEAPOLIS, MN 55408
FOR INQUIRIES CALL (480) 394-3122

CASHIER'S CHECK

11-24/1210(8)

WELLS FARGO BANK

No. 5319222726
Date: 02/11/09

Loan #: Disbursement
For: The Pawza, LLC

$5,000.00

Security features included. Details on back.

Void if over $5,000.00

Pay Exactly $5,000dols00cts

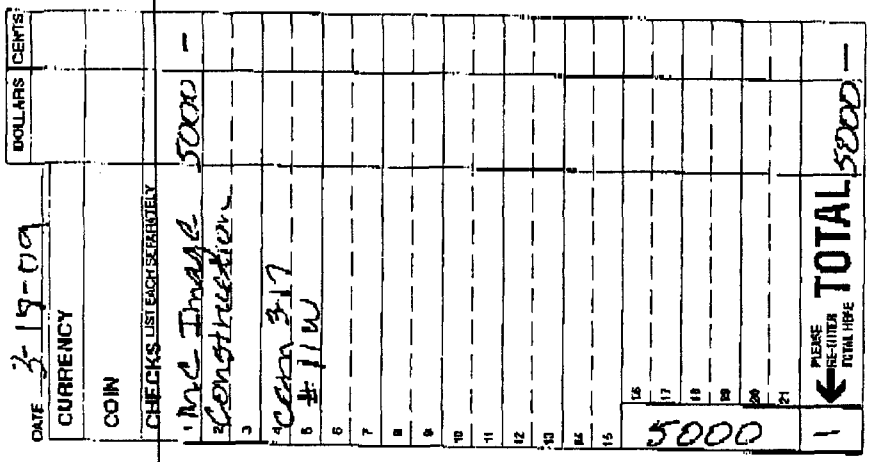
Five Thousand dollars and 00 cents

PAY TO THE ORDER OF Fort Bend County

MP AUTHORIZED SIGNATURE

Details on Back. Security Features Included.

[redacted]



DEPOSIT TICKET

FORT BEND COUNTY CLERK
REGISTRY FUND
301 JACKSON
RICHMOND, TX 77469-3108

PROSPERITY BANK
14060 SOUTHWEST FREEWAY
SUGAR LAND, TEXAS 77478
281-269-7200

Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

: [redacted]

PROSPERITY BANK®
MEMBER FDIC

www.prosperitybankTX.com

YOUR DEPOSIT MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Checking Deposit Receipt unless marked below

- ☐ SAVINGS DEPOSIT
- ☐ INSTALLMENT LOAN PMT.
- ☐ COMMERCIAL LOAN PMT.
- ☐ SAFE DEPOSIT RENTAL
- ☐ OTHER
- ☐ _____

ACCOUNT CREDITED ON DATE SHOWN

ALL ITEMS ARE RECEIVED SUBJECT TO CONDITIONS AND TERMS STATED ON SIGNATURE CARDS CURRENTLY USED. TRANSACTION NUMBER, DATE AND AMOUNT OF DEPOSIT ARE SHOWN.

Transaction Receipt

03/19/2009 1:24 PM
Br# 111 Tlr# 112 Seq# 32
Account XXXX[redacted]
004 Deposit 5,000.00

****We appreciate your business****

ERIK MANNING

ENT'D MAR 23 2009

Home

LOGIC
ACH Transfer

Confirmation

Account: [redacted]

DIANNE WILSON
General Fund

Amount of ACH Transfer: $ 5,000.00

Type of Transaction: Deposit

Today's Date: 03/18/2009

Current Time: 09:24:04 AM (Eastern)

Effective Date: 03/19/2009

Confirmation Number: 03180009

Would you like to make another ACH Transfer?

Yes No

Submit

ERIK MANNING

ENT'D MAR 2 3 2009

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

LOGIC FAX COVER SHEET FOR DEPOSITS

Logic fax 214-953-8878

DATE: 3-18-09

TO: LOGIC

FROM: FORT BEND COUNTY CLERK

FAX NO.: (281) 341-8697

NUMBER OF PAGES: 1 (INCLUDING COVER SHEET)

MESSAGE: THIS IS TO REQUEST THE ACH DEPOSIT(S) AS FOLLOWS:

PERMIT #	ACCOUNT NAME	AMOUNT
83625	mc Image Construction	5000.00

IF YOU DO NOT RECEIVE THE COMPLETE MESSAGE, PLEASE CALL:

NAME: Sherry Fisk PHONE NO.: 281-344-3952

CONFIRMATION NUMBER 03180009 DATE 3-19-09

ATTN: BUDDY, ALREADY DONE ON THE INTERNET

ERIK MANNING
ENT'D MAR 23 2009

FBC COUNTY CLERK Fax:2813418697

** Transmit Conf. Report **

P.1 Mar 18 2009 7:36

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
S002 LOGIC	NORMAL	18, 7:36	0'16"	1	# 0 K	

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

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83625	mc Image Construction	5000.00

IF YOU DO NOT RECEIVE THE COMPLETE MESSAGE, PLEASE CALL:

NAME: Sherry Fisk PHONE NO.: 281-344-3952

DEPOSIT

PERMIT # 83625

STYLE: M C Image Construction Inc.

NAME PUT INTO LOGIC AS: M C Image Construction

DEPOSIT AMOUNT: $5,000.00

DATE RECEIVED: 3/17/2009

DATE TRANSFERRED TO LOGIC: 3/18/2009

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION

P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

APPLICANT INFORMATION **Application No.** 83625 (County Use Only)

Applicant Name M.C. Image Construction, Inc.

Applicant Mailing Address 8718 Holly Hills

City Tomball State TX Zip 77375

Work Phone (281) 351-6680 (OFF) Daytime Phone (281) 744-6680 (CELL)

Property Owner's Name Anne Glaser Phone (281) 238-4773

Property Owner's Mailing Address 3745 Clayhead

City Richmond State TX Zip 77469

LOCATION OF PROPERTY

Subdivision _____ Sec _____ Lot _____ Blk _____

Physical Address 3737 Clayhead (565 B Fort Bend County Key Map)

(ATTACH A SITE MAP)

SITE USE

Driveway Curb & Gutter Section _____ Driveway - Open Ditch Section ✓

Culvert Only _____

DRIVEWAY REQUIREMENTS + (1) Temp. Construction Access

Length ***20' minimum and 40' maximum*** Number of drives 1

(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on website www.co-fort-bend.tx.us

Does project comply with Fort Bend County Lighting Regulation **Yes ( )** **No ( )**
(See- Fort Bend County Outdoor Lighting Regulation on website www.co.fort-bend.tx.us)

- *By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the* **Fort Bend County Regulations of Subdivisions** *and I am aware of Section 2, Item F in the* **Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property.** *Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.*
- *The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.*
- **Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.**
- **Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.**

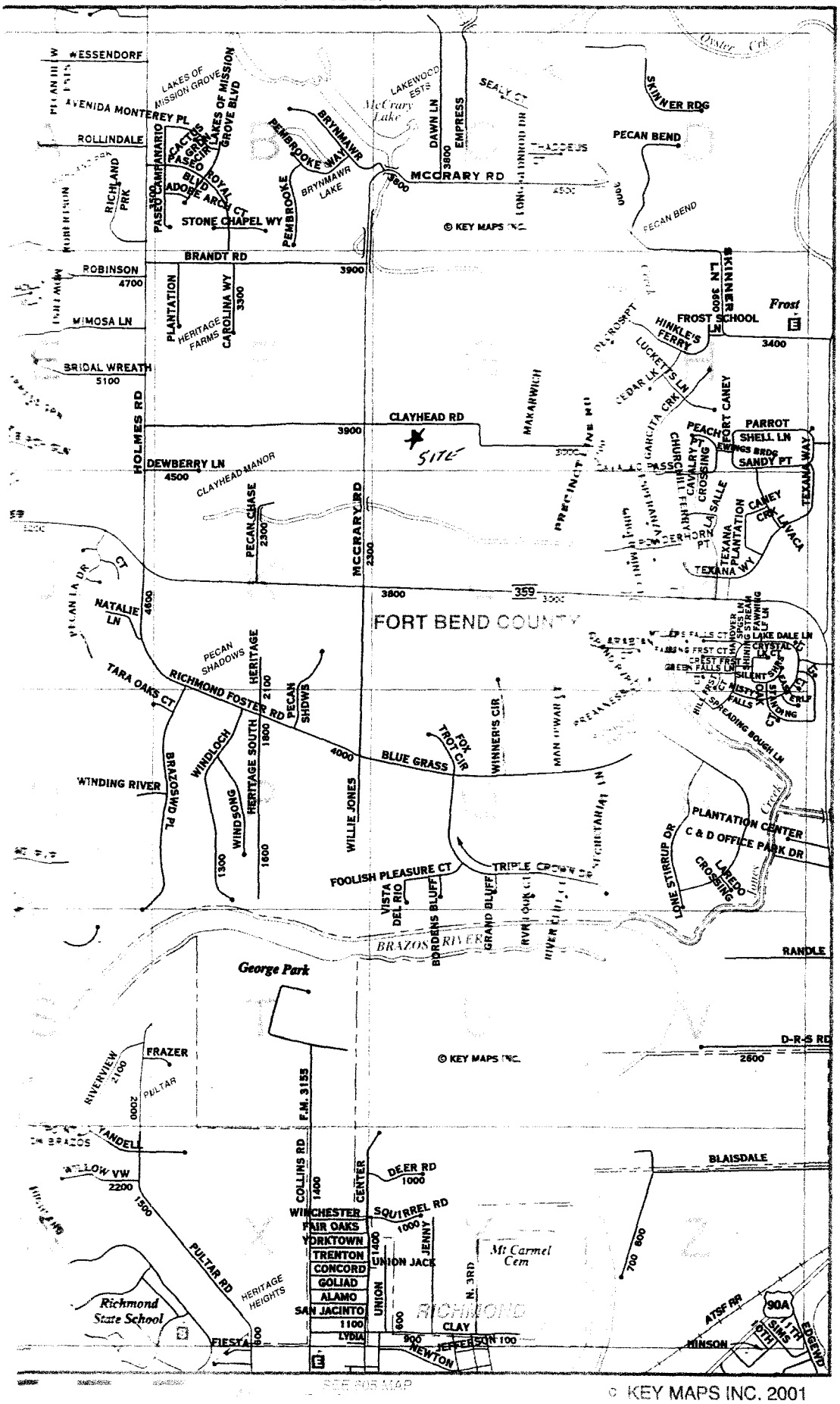
Jack Collins 2-16-09

Signature of Applicant, Agent or Attorney **Date**

JACK COLLINS

Printed Name

AS PER ORIGINAL



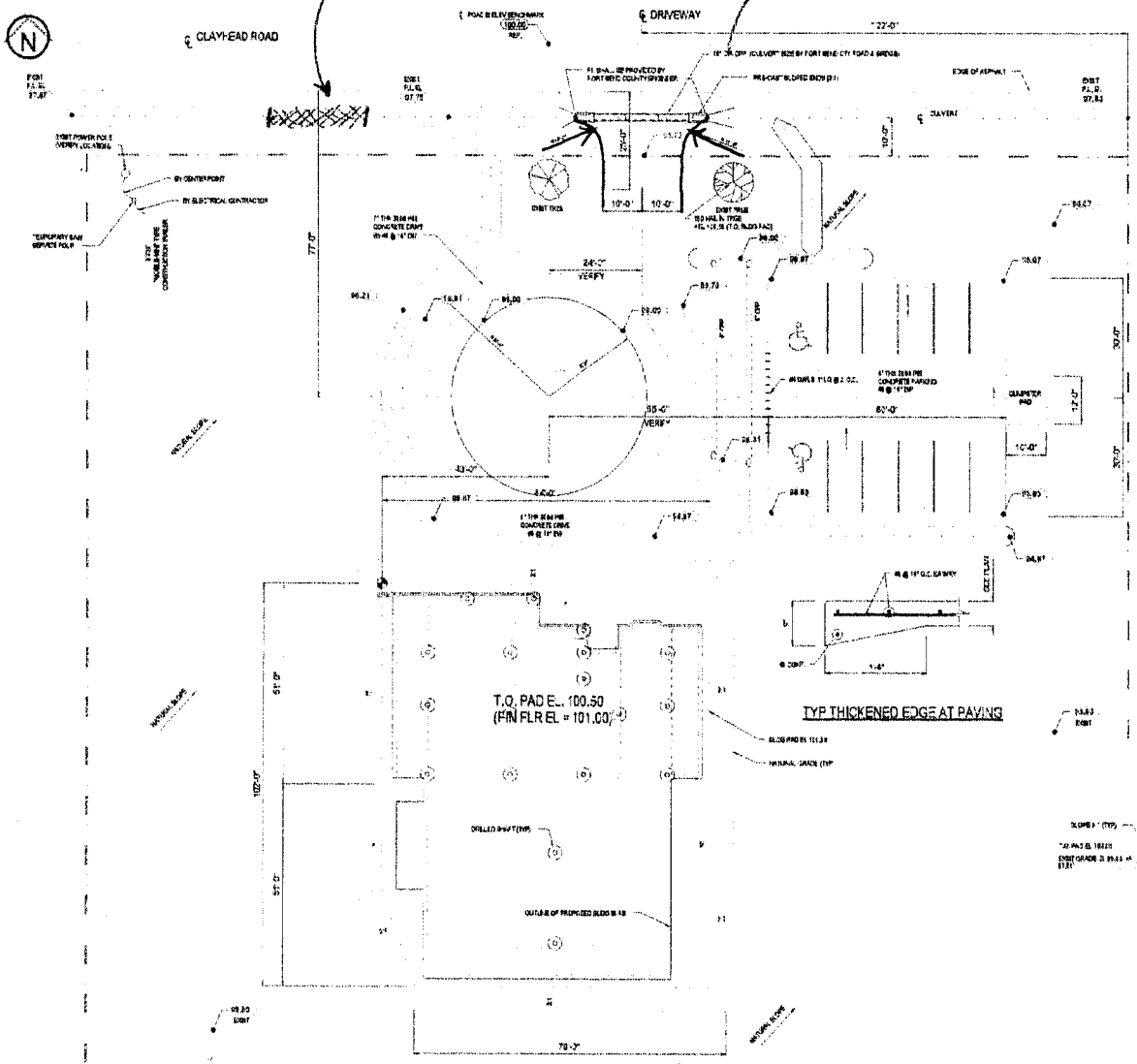
AS PER ORIGINAL

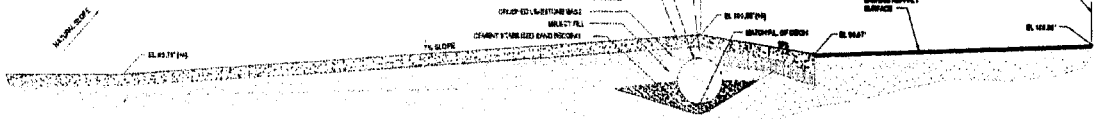
Mark Existing Flow Lines

(Temp. Drive) 20' Construction Road

18" RCP

Rec'd 7-12-08







OCCUPANCY DESCRIPTIONS:

CONSTRUCTION CLASSIFICATION:

AUTOMATIC FIRE EXTINGUISHING SYSTEM

STORMWATER CONTROL:

SANITARY SYSTEM:

SITE DEVELOPEMENT NOTES:

BENCHMARKS:

PARKING:

THIS PROPERTY DOES NOT LIE IN THE 100 YEAR FLOOD PLAIN

Austin-Marshall, LLC
Designers & Constructors

"Project execution with Integrity and Quality"

1480 W. Grand Pkwy #G-113
Katy, Texas 77494
T 281.647.0888
F 281.347.2888
email: justin@austinmarshall.com
www.austinmarshall.com

SEAL

Client:
Anne Graber

Project Title:
The Pavza
3745 CLAYHEAD RD.
Richmond, Tx.

No.	Date	Description
C	06/08	ISSUED FOR PERMIT AND CITY PRE-APPROVAL
B		ISSUED FOR PLANNING AND CONSTRUCTION ONLY
A		ISSUED FOR APPROVAL

Project No.	PAVZA
AMSHALL Number	DWG\PERMIT\PAVZA.DWG
Drawn by:	J. Austin
Date created:	04 07 08
Checked by:	S. Dutton

Drawing Title:
Dimensional Site Plan, Finished Grade Elevations & Paving Details

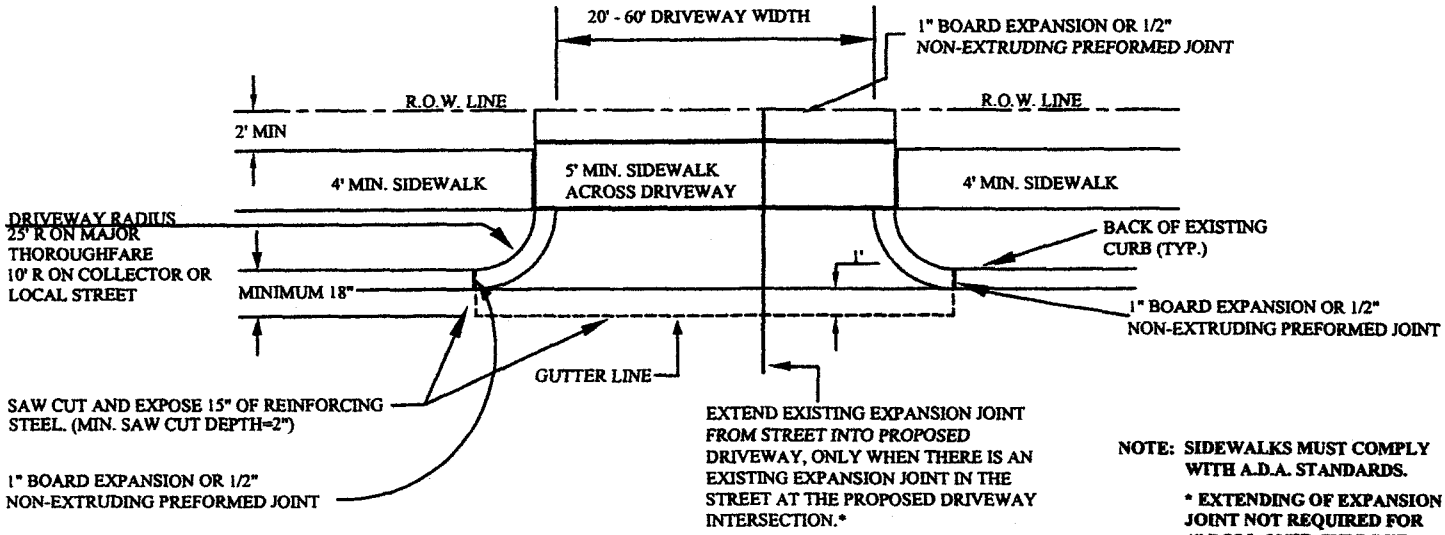
SCALE 1" = 20'

C-101

AS PER ORIGINAL

WHEN A COMMERCIAL SIDEWALK, DRIVEWAY, CURB OR GUTTER IS CONSTRUCTED, RECONSTRUCTED, REPAIRED OR REGRADED ON COUNTY RIGHT-OF-WAY. FOR USE WITH CONCRETE OR ASPHALT CURB TYPE STREETS, USE SECTIONS APPLICABLE.

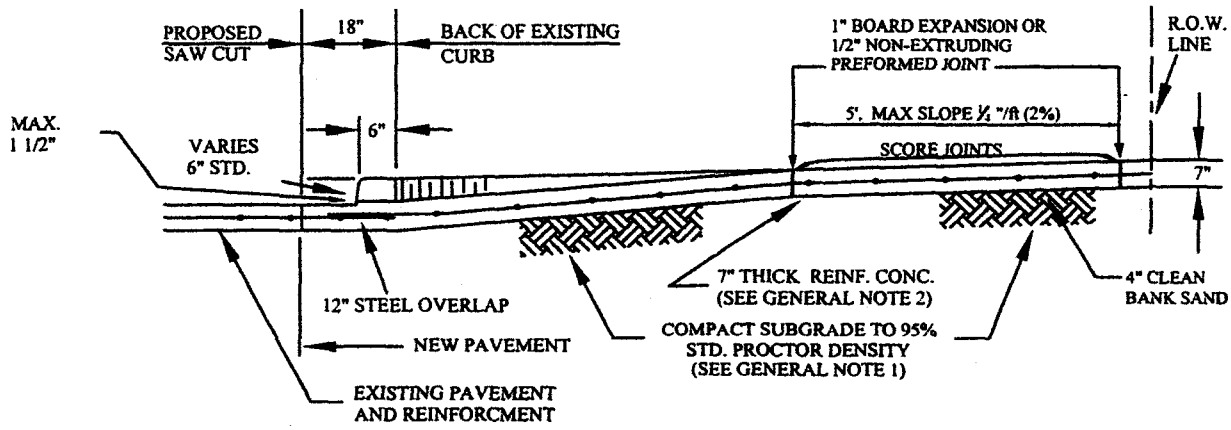
A. USE FOR ALL PROPOSED EXISTING CURB REMOVAL FOR DRIVEWAYS (PLAN VIEW NOT TO SCALE)



NOTE: SIDEWALKS MUST COMPLY WITH A.D.A. STANDARDS.

*** EXTENDING OF EXPANSION JOINT NOT REQUIRED FOR 4" ROLL OVER CURB BUT 1" BOARD EXPANSION JOINT MUST BE PROVIDED BACK OF CURB**

B. USE FOR ALL PROPOSED DRIVES ON CURBED TYPE STREETS



GENERAL NOTES:

1. COMPACT SUBGRADE FOR PROPOSED DRIVEWAY CONNECTION FROM PROPOSED SAW CUT AT EXISTING PAVEMENT TO R.O.W. LINE, COMPACT TO 95% OF STANDARD PROCTOR DENSITY(+/- 2 % OPT. MOISTURE). THE COUNTY ENGINEER RESERVES THE RIGHT TO REQUIRE LABORATORY TESTS TO BE CONDUCTED.

2. PROPOSED DRIVEWAY REINFORCING STEEL IS TO BE #4 DEFORMED REINFORCING BARS (ASTM A615, GRADE 60, UNLESS NOTED) SPACED AT 24" C.C., EACH WAY, WITH 12" MINIMUM LAP FROM PROPOSED SAW CUT TO R.O.W. LINE.

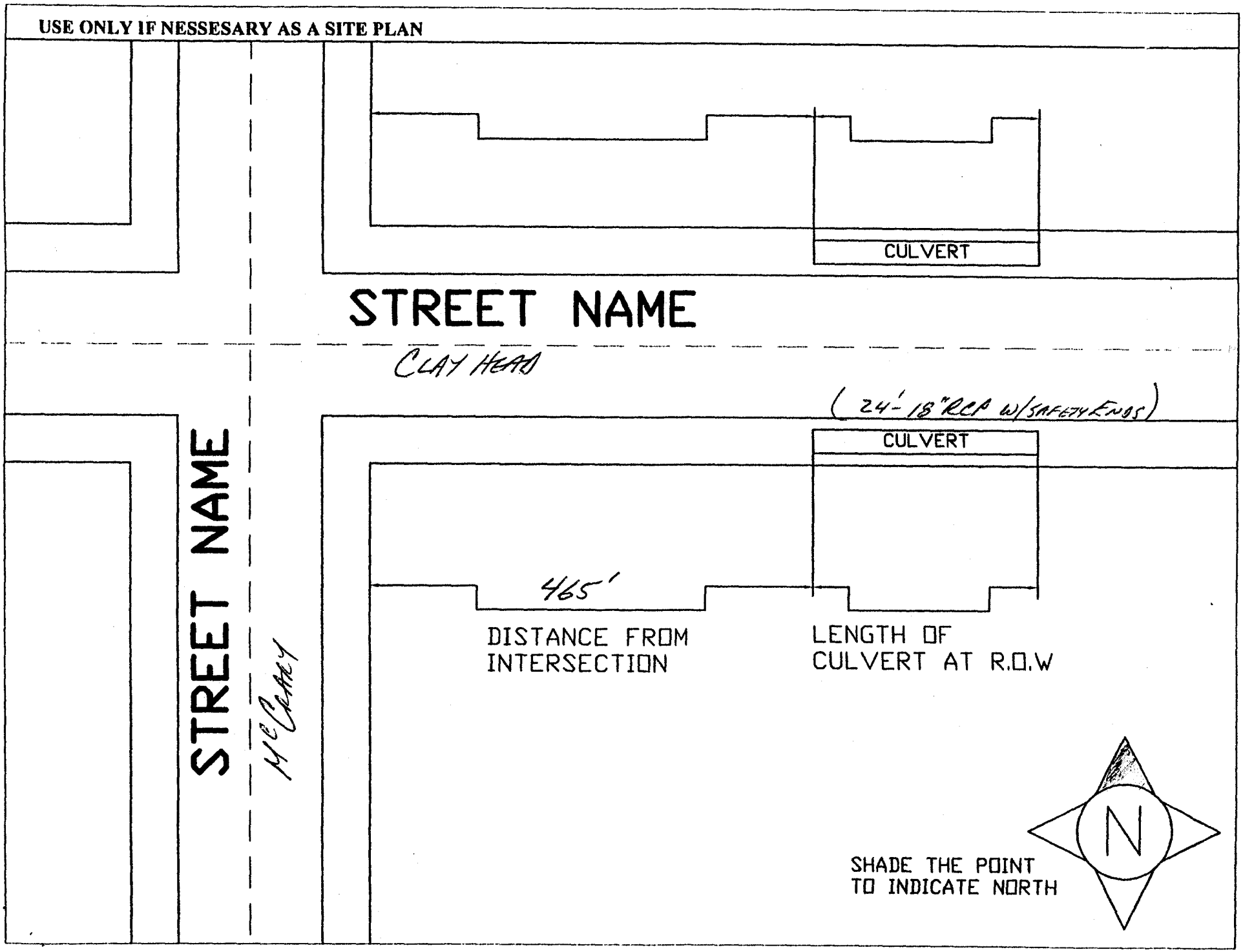
3. PROPOSED DRIVEWAY SHALL BE CONSTRUCTED WITH PORTLAND CEMENT (5 ½ SACKS OF CEMENT PER CUBIC YARD OF CONCRETE), CLASS "A" STRUCTURAL (REFER TO SPECIFICTION 03301), 7" THICK, FROM PROPOSED SAW CUT TO R.O.W. LINE.

4. PROPOSED SIDEWALK SHALL BE CONSTRUCTED WITH PORTLAND CEMENT (5 ½ SACKS OF CEMENT PER CUBIC YARD OF CONCRETE), CLASS "A" STRUCTURAL (REFER TO SPECIFICTION 03301), 4 ½ " THICK.

SIDEWALKS & DRIVEWAYS ON CURB TYPE STREETS COMMERCIAL AREA	DRAWN BY: L. BRDECKA DATE DRAWN: 2-1-94	REVISED BY: R. GOMEZ DATE REVISED: 11-1-05
	APPROVED BY: L. HOOD DATE: 2-1-94	DRAWING NO. FBC-025A

FORT BEND COUNTY ENGINEERING DEPARTMENT

USE ONLY IF NESSESARY AS A SITE PLAN



11X

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 17 day of MARCH , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of HURTADO CONSTRUCTION COMPANY

Job Location BENTON

Dated 03/04/09 Bond No. 6622385 Permit No. 83626

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers , seconded by Commissioner Prestage , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
   a. 48 hours in advance of construction start up, and
   b. When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 317-09
Minutes of Commissioners Court.

Clerk of Commissioners Court
By _____
Deputy

(REVISED 5/30/08)

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

BOND NO 6622385

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, Hurtado Construction Company whose address is 2115 Center St., Richmond, TX 77469, Texas, hereinafter called the Principal, and First National Insurance Company of America, a Corporation existing under and by virtue of the laws of the State of Washington and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at , whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Beatrice Casarez and whose address is 750 N. St. Paul St., #2900, Dallas, TX 75201, hereinafter called the Surety, and held and firmly bound unto, James C. Adolphus, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Dollars ($ 5,000.00) current, lawful money of the United States of America, to be paid to said James C. Adolphus, 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.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits, and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 3rd day March of, 20 09.

Hurtado Construction Company
PRINCIPAL

BY

First National Insurance Company of America
SURETY

BY Jo Ann Parker Attorney-in-Fact

HOUSTOUN, WOODARD, EASON, GENTLE, TOMFORDE, AND ANDERSON, INC.
dba Insurance Alliance
1776 Yorktown, Suite 200
Houston, Texas 77056-4114
TDI License #1381 FEIN #760362043

CCM 3-17-09 # 11 X
Fort Bend County Clerk
Return Admin Serv Coord

Safeco

POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 9197

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA,** each a Washington corporation, does each hereby appoint

**********C. W. ADAMS; HARLAN J. BERGER; SHARON CAVANAUGH; MICHAEL COLE; CHERYL R. COLSON; ANDREW J. JANDA; SUE KOHLER; JO ANN PARKER; LELAND L. RAUCH; DONALD E. WOODARD, JR.; Houston, Texas**********

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 20th day of January, 2009.

Dexter R. Legg

Dexter R. Legg, Secretary

T A Mikolajewski

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA:**

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA,** do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 3rd day of March, 2009.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

Dexter R. Legg

Dexter R. Legg, Secretary

Safeco® and the Safeco logo are registered trademarks of Safeco Corporation.

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Home Office Surety at 1-206-473-3799

3 You may call (company)'s toll-free telephone number for information or to make a complaint at:

(800) 472-5357 Surety Option #7

4 You may also write to Safeco Insurance Company at:

Safeco Plaza
Seattle, WA 98185

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

7 **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede contactar a servicio de la oficina principal de Safeco Surety al: 1-206-473-3799

Usted puede llamar al número de teléfono gratis de (company)'s para información o para someter una queja al:

(800) 472-5357 Surety Opción De #7

Usted también puede escribir a Safeco Insurance Company

Safeco Plaza
Seattle, WA 98185

Puede comunicarse con el Departmento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083626

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

__X__ **(1) Complete Application Form.**

- __X__ a. Name of road, street, and/or drainage ditch affected.
- __X__ b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

_____ **(2) Bond:** _____
District Attorney, approval when applicable.

- _____ Perpetual bond currently posted.
  No. _____
  Amount _____
- __X__ Performance bond submitted.
  No. 6622385
  Amount $5,000.00
- _____ Cashier's Check.
  No. _____
  Amount _____

_____ **(3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.**

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ **(4)** _____
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

_____ 03/04/2009
Johnny Ortega CFM/ Permit Administrator — Date
(REVISED 5/30/08)

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY

APPLICANT'S JOB NO. _____

PERMIT No. 836226 PCT. No. 1

BOND No. 06223585

Formal notice is hereby given that HURTADO CONSTRUCTION COMPANY proposes to lay, construct, maintain and/or repair cable, conduit and/or pole line, in, under, across, or along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored:	Jacked:	Driven:	Cased

Along Roads and/or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
BENTON ROAD	Approximately 1000' S South	READING ROAD	Approximately 1000 LF

General Description

Mucking, Buckfill, and Re-grade of Ditch on West Side of Benton Rd.

The Location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and/or Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Written notices are required: 1) 48 hours in advance of start of construction and
2) when construction is complete and ready for final inspection.

Mail to: Permit Administrator/Fort Bend County Engineering
P.O. Box 1449, Rosenberg, TX 77471.

Violation of requirements shall constitute grounds for job shut down.

Does project comply with Fort Bend County Outdoor Lighting Ordinance?

Yes ( )

No ( )

COMPANY NAME: HURTADO CONSTRUCTION CO.
AGENT and/or OWNER

(Signature)

NAME & TITLE BENJAMIN C. VASQUEZ, CM
(Please Print)

DATE 03/03/09

ADDRESS 2115 CENTER ST.
(Street/P.O. Box)

RICHMOND, TX. 77469
City State Zip

TELEPHONE NO: 281 802 8717
(accessible 24 hrs/day, 7 days/week)

11 Y

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 17 day of MARCH , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of CENTERPOINT ENTEX

Job Location LONGPOINT SLOUGH, LAKEMONT BEND LANE

Dated 03/09/09 Bond No. 22-022-417 Permit No. 83620

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers , seconded by Commissioner Prestage , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
   a. 48 hours in advance of construction start up, and
   b. When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 3-17-09 Minutes of Commissioners Court.

Clerk of Commissioners Court
By _____
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 83620

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

X (1) Complete Application Form.
- X a. Name of road, street, and/or drainage ditch affected.
- X b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

_____ (2) Bond: _____
District Attorney, approval when applicable.
- X Perpetual bond currently posted.
  No. 22-022-417
  Amount $50,000.00
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

_____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) David Johnson 3/5/09
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

_____ 02/18/2009
Johnny Ortega CFM, Permit Administrator — Date

(REVISED 5/30/08)

NOTICE OF PROPOSED CABLE, CONDUIT AND / OR POLE LINE ACTIVITY
IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES
IN FORT BEND COUNTY

APPLICANT'S JOB NO. _____
PERMIT NO. 83620 PCT. NO. _____
BOND NO. 22-022-417

Formal notice is hereby given that **CENTERPOINT ENTEX** proposes to lay, construct, maintain and / or repair cable, conduit, and / or pole line, in, under, across, or along roads, streets, highways and drainage ditches in Fort Bend County, as follows:

In, Under, or Across Roads, and / or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored: Jacked: Driven: Cased			
F.B.C.D.E.	620' N of N row of Gulf Shore	140'	X			

Along Roads and / or Drainage Ditches

Road or Ditch Name	Distance & Direction From Nearest intersection	To	Distance
Lakemont Bend Dr.	At N row of FBCDE	105' N of N row FBCDE	105'
Lakemont Bend Dr.	At S row of FBCDE	670' S of S row FBCDE	670'

General Description

A 4" I.P. Plastic natural gas line along Lakemont Bend. ***(RE-SUBMITTED 2-10-09)***

The location and description of the proposed installation and appurtenances is more fully shown on the attached detail drawings. The laying, construction, maintenance and / or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and / or Repair of Cables, Conduits, and / or Pole Lines, In, Under, Across, or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas. **To Serve: Lakemont Shores Sec.1 - Drawing. No. EB4-081070**

Written notices are required: 1) 48 hours in advance of start of construction and 2) when construction is complete and ready for final inspection.

Mail To: Permit Administrator / Fort Bend County Engineering
P. O. Box 1449, Rosenberg, Texas 77471

Violation of requirements shall constitute grounds for job shut down.

COMPANY NAME: CenterPoint Entex
AGENT and / or OWNER

Trey Kuchar III
(Signature)

NAME & TITLE: William A. Kuchar III P.E.
Supervising Engineer
(Please Print)

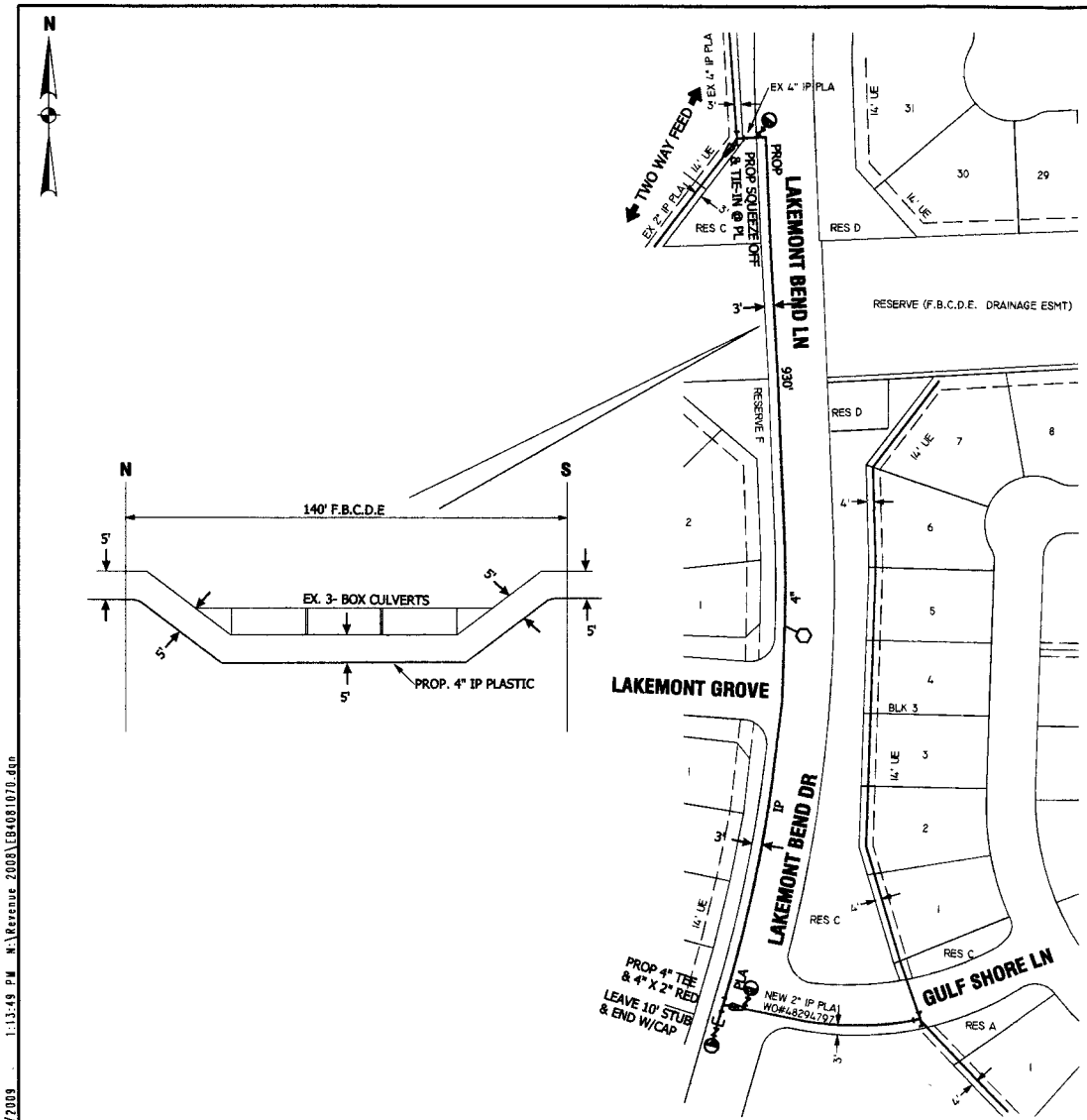
DATE: 2-10-09

ADDRESS: 1111 Louisiana – Ste. 1265B
(Street / P.O. Box)

Houston Texas 77002
City State Zip

TELEPHONE NO: (713) 207-4265 – Carter Hood
(accessible 24 hrs/day, 7 days/week)

REV. 4/8/91
C:\WP51\FORM\PERMIT\CCPLA\PRMITAPP



LOT NUMBER CHART

MATERIAL NUMBER	SECTION	MAIN	FOOTAGE	PIPE CAT.	LOT NUMBER	FUSION METHOD
	A					EF BF SF SDL MECH
	B					EF BF SF SDL MECH
	C					EF BF SF SDL MECH
	D					EF BF SF SDL MECH
	E					EF BF SF SDL MECH
	F					EF BF SF SDL MECH
	G					EF BF SF SDL MECH
	ALL					EF BF SF SDL MECH

GAS STAKING

JOB NO:_____ BY:_____ DATE:_____

ESMTS. DED. BY:_____ ESMT. DOCUMENTS:_____

MONUMENTATION FND.:_____ PLAT DISTS. CHK.=D:_____

ESMTS. NEEDED AT:_____

NON-STD. STAKING:_____ REASON:_____

LEGEND AND NOTES

EXIST. MAIN

PROP. 4" PLA. 930'
W.O. #48771641

PROP. LOC. TEST STA.

PROP. 5# ANODE

TEST PRESSURE 100 PSIG

F:30300688	O:30240688	KM:526 J	LAMBERT:4454D4	Z:	SZ:078	TC:031	SOG:08850

DESIGNED BY: C. HOOD 713-207-4265

ESTIMATED COST: CONTRIBUTION:

DATE NEEDED:

PURPOSE AND NECESSITY: TO SERVE AS APPROACH IN HOUSTON, FT BEND COUNTY, TX

RECOMMENDED BY: DATE:

APPROVED BY: W.A. KUCHAR III DATE: 10/16/2008

APPROACH FOR LAKEMONT SHORES SEC-1 (#2238)

CenterPoint Energy
Houston Gas Engineering

DRAWN BY: R. DIETTEL
DATE: 10/13/2008
SCALE: 1" = 120'
SHEET: 1 of 2
DWG No: EB4-081070

3/5/2009 1:13:49 PM N:\Revenue 2008\EB4081070.dgn

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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 17 day of MARCH , 2009 , before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of TDK CONSTRUCTION COMPANY

Job Location SOUTH MASON ROAD AND FRY ROAD

Dated 03/11/09 Bond No. 2075820 Permit No. 83629

to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers , seconded by Commissioner Prestage , duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

1. Evidence of review by the Commissioners Court must be kept on the job site and failure to do so constitutes grounds for job shutdown.
2. Written notices are required:
   a. 48 hours in advance of construction start up, and
   b. When construction is completed and ready for final inspection

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 3-17-09
Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fish
Deputy

(REVISED 5/30/08)

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

BOND NO 2075820

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT WE, TDK CONSTRUCTION, DAN KHATRI whose address is 6931 Signat Drive, Houston, TX 77041, Texas, hereinafter called the Principal, and Old Republic Surety Company, a Corporation existing under and by virtue of the laws of the State of TEXAS and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is SHARON GREMILLION and whose address is 20338 Sable Acre, Cypress TX 77433, hereinafter called the Surety, and held and firmly bound unto, James C. Adolphus, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Dollars ($ 5,000.00) current, lawful money of the United States of America, to be paid to said James C. Adolphus, 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.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits, and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas, pursuant to the Commissioners' Court order adopted on the 1st day of December, A.D. 1980, recorded in Volume 13, of the Commissioners' Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners' Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 4th day of March, 2009.

DAN KHATRI DBA TDK CONSTRUCTION COMPANY
PRINCIPAL

Dan Khatri

BY

Old Republic Surety Company
SURETY

Sharon Gremillion

BY SHARON GREMILLION

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

OLD REPUBLIC
Surety Company

AS PER ORIGINAL

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

SHARON K. GREMILLION, OF CYPRESS, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE HUNDRED THOUSAND DOLLARS ($100,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of MAY, 2007.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21ST day of MAY, 2007, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 01/18/2009

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-4364

Signed and sealed at the City of Brookfield, WI this 4 day of MARCH 2009

GREMILLION, SHARON INS. AGENCY

Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC 22262 (2/07)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

PERMIT APPLICATION REVIEW FORM FOR CABLE, CONDUIT, AND POLE LINE ACTIVITY IN FORT BEND COUNTY

PERMIT NO. 083629

The following "Notice of Proposed Cable, Conduit, and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioner's Court of Fort Bend County, Texas.

__X__ (1) Complete Application Form.

- __X__ a. Name of road, street, and/or drainage ditch affected.
- __X__ b. Vicinity map showing course of direction.
- _____ c. Plans and specifications.

_____ (2) Bond: _____
District Attorney, approval when applicable.

- _____ Perpetual bond currently posted.
  - No. _____
  - Amount _____
- __X__ Performance bond submitted.
  - No. 2075820
  - Amount $5,000.00
- _____ Cashier's Check.
  - No. _____
  - Amount _____

_____ (3) Verbal permission given for emergencies, to start construction before approved in Commissioner's Court.

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

We have reviewed this project and agree it meets minimum requirements.

_____ 03/11/2009
Johnny Ortega CFM, Permit Administrator — Date

(REVISED 5/30/08)

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION

P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

APPLICANT INFORMATION **Application No.** 83629 (County Use Only)

Applicant Name TDK Construction Company
Applicant Mailing Address 6931 Signat Dr.
City Houston State TX Zip 77041
Work Phone 713-466-8289 Daytime Phone 713-466-8289
Property Owner's Name First Victoria Nat. Bank Phone 361-574-8403
Property Owner's Mailing Address 101 South Main St.
City Victoria State TX Zip 77902

LOCATION OF PROPERTY

Subdivision Cinco Ranch Plaza Sec _____ Lot _____ Blk _____
Physical Address 5005 South Mason Rd. Katy, TX 77450

(ATTACH A SITE MAP)

SITE USE

Driveway Curb & Gutter Section ✓ Driveway - Open Ditch Section _____
Culvert Only _____

DRIVEWAY REQUIREMENTS

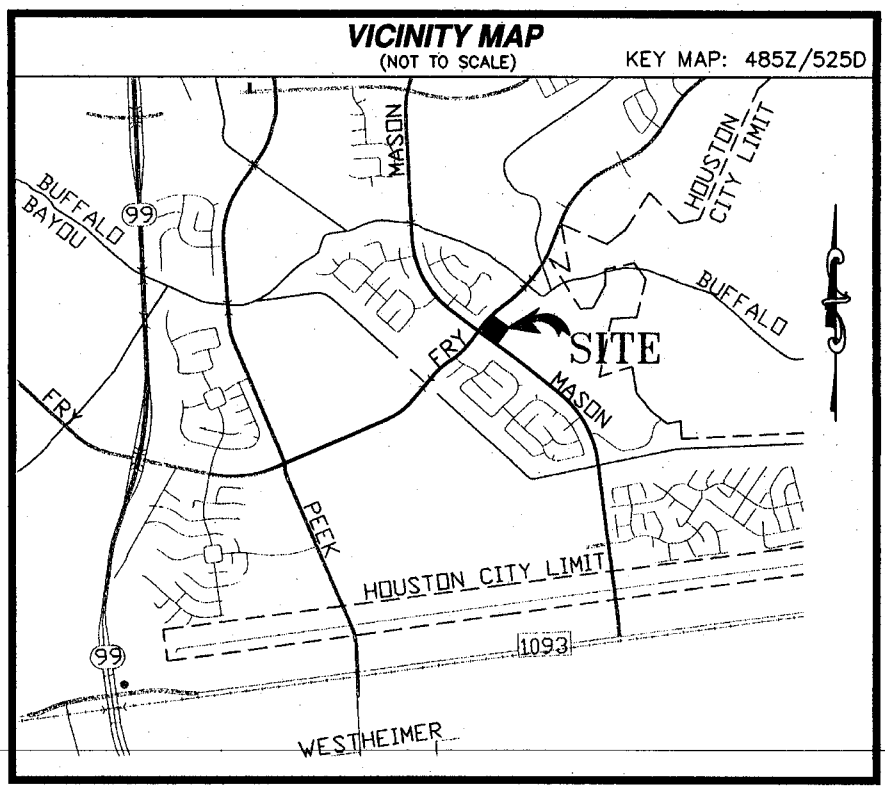
Length ***20' minimum and 40' maximum*** ✓ Number of drives 2
(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on website www.co-fort-bend.tx.us

Does project comply with Fort Bend County Lighting Regulation **Yes** (✓) **No** ( )
(See- Fort Bend County Outdoor Lighting Regulation on website www.co.fort-bend.tx.us)

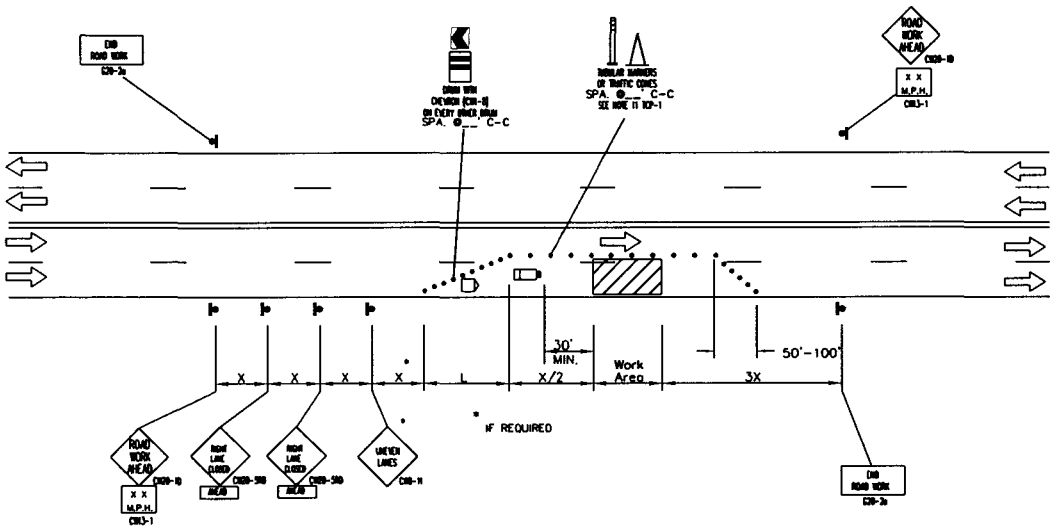
- *By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the* **Fort Bend County Regulations of Subdivisions** *and I am aware of Section 2, Item F in the* **Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property.** *Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.*
- *The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms provisions and conditions of the permit and any other written material incorporated by reference in this application.*
- **Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.**
- **Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.**

Signature of Applicant, Agent or Attorney — Date 3/3/09

Tina Khatri
Printed Name


VICINITY MAP
(NOT TO SCALE)
KEY MAP: 485Z/525D
MASON
HOUSTON CITY LIMIT
BUFFALO BAYOU
99
BUFFALO
FRY
SITE
FRY
MASON
PEEK
HOUSTON CITY LIMIT
1093
99
WESTHEIMER

First Victoria National Bank



ONE LANE CLOSURE (4 LANE ROAD)

CONSTRUCTION WARNING SIGN SPACING

Posted Speed or 85% Speed (MPH)	X Min. Distance (feet)
30 or less	120
35	160
40	240
45	320
50	400
55	500
65	750

X=SIGN SPACING
L=TAPER
2XL=TANGENT

LEGEND

- CONSTRUCTION AREA
- OPEN TO TRAFFIC
- HEAVY WORK VEHICLE
- FLASHING ARROW BOARD (OPTIONAL)
- SIGN POST
- TUBULAR MARKERS ,CONES OR DRUMS
- FLAGGER
- X = SIGN SPACING
- L = TAPER LENGTH
- XX SPEED TO BE DETERMINED BY ENGINEER

TYPICAL TRANSITION LENGTHS AND SUGGESTED MAXIMUM SPACING OF DEVICES

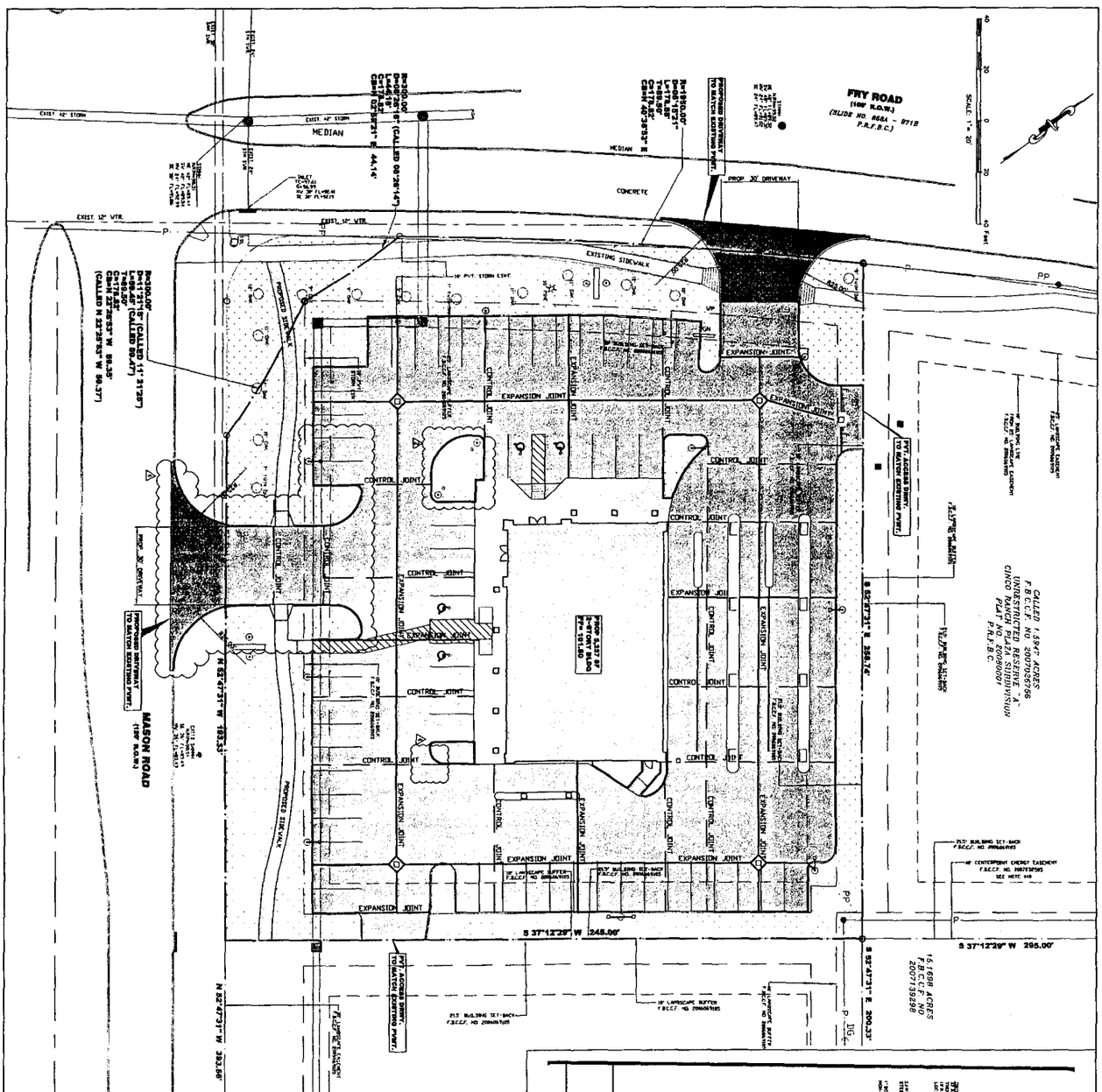
Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Device On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'-75'
35		205'	225'	245'	35'	70'-90'
40		265'	295'	320'	40'	80'-100'
45	L=WS	450'	495'	540'	45'	90'-110'
50		500'	550'	600'	50'	100'-125'
55		550'	605'	660'	55'	110'-140'
60		600'	660'	720'	60'	120'-150'
65		650'	715'	780'	65'	130'-175'

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit.
** Taper lengths have been rounded off.

We will be using barricades as per drawing.

3/3/09 - Tina Khatei

AS PER ORIGINAL



GENERAL NOTES: SITEWORK

(REFERENCE ALL NOTES TO PAVING PLAN & ALL DETAILS)

PAVING & GRADING

1. SUBGRADE PREPARATION
   - REMOVE TOPSOIL, VEGETATION, ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIAL BEFORE PLACING FILL OR BEGINNING EXCAVATION.
   - SCARIFY, MOISTURE CONDITION AND RECOMPACT EXISTING SUBGRADE TO A DEPTH OF 8" MINIMUM UNDER ALL PAVEMENT AREAS.
   - PROOF ROLL SUBGRADE AND ALL FILL AREAS WITH A LOADED TANDEM AXLE DUMP TRUCK OR SIMILAR PNEUMATIC TIRED EQUIPMENT WEIGHING NOT LESS THAN 25 TONS. ANY AREAS WHICH RUT OR PUMP SHALL BE REWORKED AND RECOMPACTED AS DIRECTED BY THE ENGINEER.
   - ALL FILL SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR (ASTM D698-78) MAX. DRY DENSITY.
   - ALL FILL SHALL BE PLACED IN LIFTS NOT EXCEEDING 8" IN LOOSE THICKNESS.
   - COMPACT SUBGRADE TO 95% OF STD. PROCTOR (ASTM D698-78)
   - SUBGRADE AS PER SOILS REPORT.
2. ALL CONCRETE PAVEMENT SHALL BE 6" SMOOTH STEEL CONCRETE PAVEMENT FOR DUMPSTER AREA SHALL BE 7" THICK.
3. CONCRETE COMPRESSIVE STRENGTH = 3,500 PSI (f'c) @ 28 DAYS.
4. REINFORCEMENT #4 @ 24" O.C.E.W. WITH 90° HOOKS AT 4" FROM EDGE OF PAVEMENT.
5. AT A GRADIENT OF MAX. 1" PER 100' MIN. OR PLANE SHOWN.
6. REFER TO PAVING PLAN FOR CONTROL JOINTS & EXPANSION JOINTS. CONTROL JOINTS SHALL BE SAWED WITHIN 12 HOURS AFTER CONCRETE PLACEMENT. EXPANSION JOINTS SHALL BE PLACED AT 30' O.C. MAX. AND AT ALL POINTS OF CURVATURE.
7. REINFORCED PAVEMENT SHALL BE DOWELED TO ADJACENT PAVEMENT AT 24" O.C. WITH #4 BARS 18" LONG. DOWELS SHALL BE PLACED AT MID-DEPTH OF SLAB.
8. EXPANSION JOINTS SHALL BE PROVIDED AT A MAXIMUM DISTANCE OF 30' O.C. AND AT ALL POINTS OF CURVATURE.
9. ALL PAVING SHALL BE IN ACCORDANCE WITH THE CITY OF HOUSTON STANDARD SPECIFICATIONS.
10. ALL CONCRETE SHALL BE READY MIX.
11. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION.
12. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN PLANS AND FIELD CONDITIONS.
13. CONTRACTOR SHALL COORDINATE WORK WITH OTHER TRADES.
14. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND IMPROVEMENTS.
15. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITIES AND IMPROVEMENTS AT NO ADDITIONAL COST TO OWNER.
16. CONTRACTOR SHALL MAINTAIN ALL BARRICADES, SIGNS, AND LIGHTS AS REQUIRED.
17. CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROL DEVICES.
18. CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY EQUIPMENT.
19. CONTRACTOR SHALL PROVIDE ALL NECESSARY PERSONAL PROTECTIVE EQUIPMENT.
20. CONTRACTOR SHALL PROVIDE ALL NECESSARY FIRST AID EQUIPMENT.
21. CONTRACTOR SHALL PROVIDE ALL NECESSARY FIRE EXTINGUISHERS.
22. CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY EQUIPMENT.
23. CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY EQUIPMENT.
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49. CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY EQUIPMENT.
50. CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY EQUIPMENT.

PLAN NOTES:

1. JOINTING LAYOUTS INDICATED ARE APPROXIMATE IN NATURE AND ARE INTENDED TO INDICATE THE ENGINEER'S RECOMMENDATION TO THE CONTRACTOR. ANY DEVIATIONS FROM THE ENGINEER'S RECOMMENDATION SHALL BE REVIEWED BY CONTRACTOR TO SEE IF ANY MINOR CONSTRUCTION MEDIA WITH THE APPROVAL OF THE ENGINEER AND OWNER.
2. ALL CONCRETE PAVEMENT SHALL BE CONSTRUCTED WITH CONTROL JOINTS AS SHOWN ON THE PAVING PLAN. CONTROL JOINTS SHALL BE SAWED WITHIN 12 HOURS AFTER CONCRETE PLACEMENT. CONTROL JOINTS SHALL BE SAWED TO A DEPTH OF 1/4 THE SLAB THICKNESS.
3. JOINTS SHOULD BE MANUALLY TO ALL CURVES. THIS DRAWING MAY NOT INDICATE SUCH FACTS. SEE DETAIL SHEET FOR DETAILS.
4. CONTRACTOR SHALL NOTIFY AND CONFIRM ANY EXPANSION JOINTS ARE LIGHT CONCRETE PAVEMENT. EXPANSION JOINTS SHALL BE PLACED AT ALL POINTS OF CURVATURE AND AT ALL POINTS WHERE PAVEMENT CONNECTS TO EXISTING PAVEMENT.
5. ALL CONTROL JOINTS MUST BE SHOWN AND SAWED AS PER SPECIFICATIONS.
6. BLOCKOUTS ARE INDICATED LARGER THAN REQUIRED FOR CLARITY.
7. MISC. CONCRETE IS PLACED FOR 24" (DIAGONAL) 4 SHEETS OF EXPANSION JOINT MUST BE PLACED AT THE CLOSEST LINE AND CROSS THE EXPANSION JOINT AT 90°.

LEGEND

- EXPANSION JOINT
- CONTROL JOINT
- PROPOSED 4'-1/2" CONCRETE SIDEWALK
- PROPOSED 6" CONCRETE PAVEMENT
- PROPOSED 7" CONCRETE PAVEMENT
- PROPOSED DECEL AREA
- PROPOSED BUILDING SLAB

SIDEWALKS & DRIVEWAYS ON CURB TYPE STREETS COMMERCIAL AREA

FORT BEND COUNTY ENGINEERING DEPARTMENT

DRAWN BY: L. BRIDEXA	REVISED BY: R. GOMEZ
DATE DRAWN: 2-1-94	DATE REVISED: 11-1-05
APPROVED BY: L. HOOD	
DATE: 2-1-94	DRAWING NO. FBC-D25A

A. USE FOR ALL PROPOSED EXISTING CURB REMOVAL FOR DRIVEWAYS (PLAN VIEW NOT TO SCALE)

WHEN A COMMERCIAL SIDEWALK DRIVEWAY, CURB OR GUTTER IS CONSTRUCTED, RECONSTRUCTED, REPAIRED OR REGRADED ON COUNTY RIGHT-OF-WAY, FOR USE WITH CONCRETE OR ASPHALT CURB TYPE STREETS, USE SECTIONS APPLICABLE.

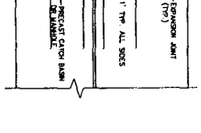
B. USE FOR ALL PROPOSED DRIVES ON CURBED TYPE STREETS

GENERAL NOTES:

1. CONSTRUCTION MEASURES FOR PROPOSED DRIVEWAY CONSTRUCTION FROM PROPOSED EDGE OF EXISTING PAVEMENT TO BACK OF CURB SHALL BE CONSTRUCTED WITH CONCRETE MEETING THE REQUIREMENTS OF ITEM 360 "CONCRETE PAVEMENT" OF THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES, LATEST EDITION AND SHALL BE CONSTRUCTED WITH PORTLAND CEMENT CONCRETE HAVING A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS AND SHALL BE REINFORCED WITH #3 BARS AT 24" O.C.E.W. CENTERED IN THE SLAB.
2. PROPOSED DRIVEWAYS SHALL BE CONSTRUCTED WITH CONCRETE PAVEMENT 6" MINIMUM THICKNESS. CLASS "A" STRUCTURAL CONCRETE TO BE USED FOR ALL CONCRETE PAVEMENT.
3. PROPOSED DRIVEWAYS SHALL BE CONSTRUCTED WITH CONCRETE PAVEMENT 6" MINIMUM THICKNESS. CLASS "A" STRUCTURAL CONCRETE TO BE USED FOR ALL CONCRETE PAVEMENT.
4. PROPOSED DRIVEWAYS SHALL BE CONSTRUCTED WITH CONCRETE PAVEMENT 6" MINIMUM THICKNESS. CLASS "A" STRUCTURAL CONCRETE TO BE USED FOR ALL CONCRETE PAVEMENT.
5. PROPOSED DRIVEWAYS SHALL BE CONSTRUCTED WITH CONCRETE PAVEMENT 6" MINIMUM THICKNESS. CLASS "A" STRUCTURAL CONCRETE TO BE USED FOR ALL CONCRETE PAVEMENT.

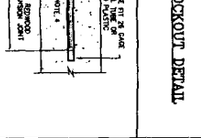
MANHOLE / INLET BLOCKOUT DETAIL

(NOT TO SCALE)



DOWEL TYPE EXPANSION JOINT DETAIL

(NOT TO SCALE)



NOTES:
1. DOWELS FOR PAVEMENT EXPANSION JOINTS SHALL BE 1/1/4.
2. EXPANSION JOINT SHALL BE PLACED AT THE END OF EACH POURS PART OF CURB RETURN AND AT A MINIMUM OF 40' SPACING IN ACCORDANCE WITH ASTM DESIGNATION D1751.
3. PRE-MANUFACTURED JOINT PLATE.

NO.	REVISION	DATE
1	ADDED FORT BEND COUNTY STANDARD DRIVEWAY DETAIL	09-23-08
2	DRIVEWAY LOCATION ON MASON ROAD & MISC. REVISIONS	11-20-08
3	DRIVEWAY LOCATION ON MASON ROAD & MISC. REVISIONS	12-12-08
4	DRIVEWAY LOCATION ON MASON ROAD & MISC. REVISIONS	01-07-09

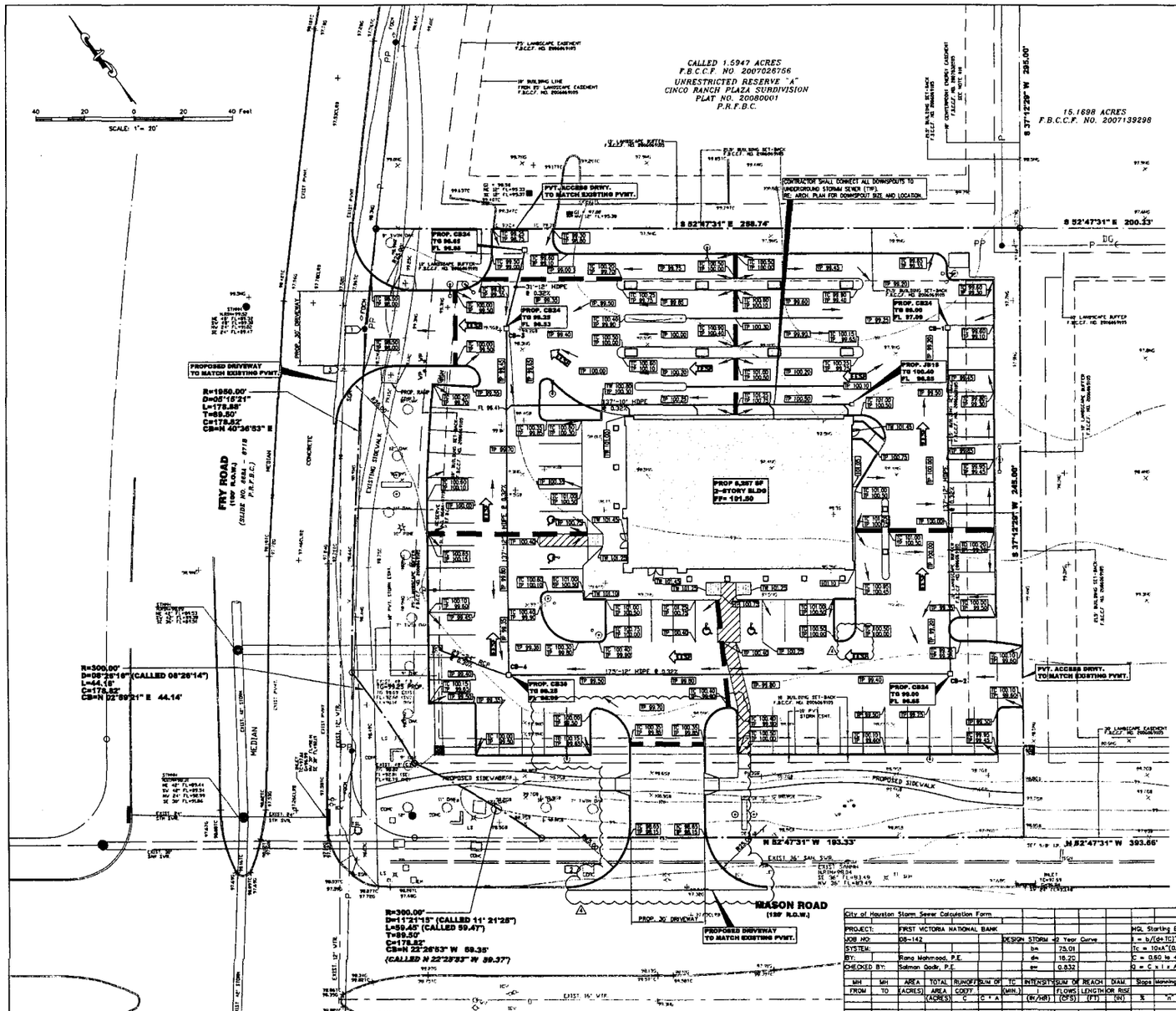
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5225 KATY FWY, SUITE 605 HOUSTON, TEXAS 77007
(tel) 713-910-8300 (fax) 713-910-8304
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SITE PAVING PLAN

FIRST VICTORIA NATIONAL BANK
FRY & MASON ROAD
FORT BEND COUNTY, TEXAS

STATE OF TEXAS — REGISTERED PROFESSIONAL ENGINEER — SHAUN D. BAUER — 103-69-2212 — 1-7-09

PROJECT NO.	08-142
DRAWING NO.	08142212
DRAWN BY:	RT
DATE:	07-15-08
DESIGNED BY:	RT
DATE:	08-15-08
CHECKED BY:	SDB
DATE:	08-15-08
GRAPHIC SCALE:	HORZ: 1" = 20' VERT: N/A
SHEET NO.	C4 of 11



LEGEND

- STORM SEWER (HDPE WITH SMOOTH BORE AND RUBBER GASKETS)
- PROPERTY LINE
- HIGH POINT (H.P.)
- DIRECTION OF SLOPE
- 100-YR EXTREME EVENT SHEET FLOW
- EXIST.=FILLED PROP.=OPEN — STORM/SANITARY SEWER MANHOLE
- EXIST.=FILLED PROP.=OPEN — CATCH BASIN (C.B.) BY PARK EQUIPMENT, HOUSTON (713-937-7600) OR EQUAL (RE: SCHEDULE FOR SIZE)
- 4.34 / 2.87 — ACCUM DRAINED AREA (ACRES) / ACCUM FLOW RATE (CFS)
- 1.30 / 0.84 — AREA DRAINED PER INLET (ACRES) / FLOW RATE PER INLET (CFS)
- 99.7 — EXISTING GRADE ELEVATIONS
- 100 — EXISTING GRADE CONTOURS
- FL XX.XX — FLOW LINE ELEVATION
- TG XX.XX — PROPOSED ELEVATION OF TOP OF GRATE OF INLET
- TC XX.XX — PROPOSED TOP OF CURB ELEVATION
- TP XX.XX — PROPOSED TOP OF PAVEMENT ELEVATION
- TW XX.XX — PROPOSED TOP OF SIDEWALK ELEVATION

GENERAL NOTES: SITEWORK

(THESE NOTES CONTROL EXCEPT AS NOTED OTHERWISE IN PLANS & DETAILS)

A. EXISTING UTILITIES, FACILITIES & TREES

1. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
2. CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY 48 HOURS PRIOR TO EXCAVATING NEAR THEIR UTILITY.
3. CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF CONSTRUCTION OPERATIONS WILL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
4. CONTRACTOR SHALL TAKE EXTRA CARE TO PROTECT TREES IN AREAS ADJACENT TO CONSTRUCTION.

B. STORM SEWER SYSTEM

1. STORM SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH FORT BEND COUNTY SPECIFICATION AS CURRENTLY AMENDED.
2. STORM SEWER PIPE SHALL BE HDPE SMOOTH BORE WITH RUBBER GASKET, U.N.O. ON PLANS.
3. SET STORM SEWER MANHOLE RIMS TO MATCH FINISH GRADE.
4. STORM SEWER INLETS SHALL BE PARK EQUIPMENT CATCH BASINS.
5. CONCRETE PIPE SHALL BE BEDDED WITH CEMENT STABILIZED SAND IN ACCORDANCE WITH FORT BEND COUNTY SPECIFICATIONS FOR CONCRETE PIPE.
6. PVC PIPE SHALL BE BEDDED WITH A MINIMUM OF ONE FOOT OF CEMENT STABILIZED SAND. CEMENT STABILIZED SAND SHALL BE LAID IN 8" LIFTS COMPOSED TO 95% STD. PROCTOR MAX DRY DENSITY (ASTM D698).
7. EXISTING PAVEMENTS, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO THE FORT BEND COUNTY STANDARDS.
8. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB, SHALL BE AS GOOD AS OR BETTER THAN THE CONDITION PRIOR TO STARTING WORK.
9. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNING AUTHORITY.

KEYED PLAN NOTES

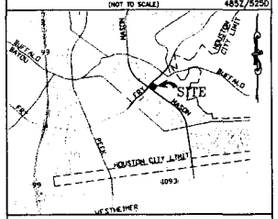
1. CONTRACTOR SHALL RELOCATE POWER POLE AS REQUIRED TO INSTALL PROPOSED NEW DRIVEWAY.
2. CONTRACTOR SHALL RELOCATE CONCRETE PAD & OTHER UTILITIES AS REQUIRED TO INSTALL PROPOSED NEW DRIVEWAY.
3. CONTRACTOR SHALL RELOCATE SIGN AS REQUIRED TO INSTALL PROPOSED NEW DRIVEWAY.

NOTES:

1. OWNER TO OBTAIN ALL PERMITS REQUIRED BY FORT BEND COUNTY, TEXAS PRIOR TO STARTING CONSTRUCTION OF UTILITY AND OR/DUE/VERTS FORT BEND COUNTY ROAD RIGHT-OF-WAY.
2. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS BY REGULATIONS OF FORT BEND COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT PRIOR TO STARTING CONSTRUCTION.
3. WHEN CONCRETE IS PLACED OVER AN EASEMENT A SAWCUT OR EXPANSION JOINT MUST BE PLACED AT THE EASEMENT LINE AND CROSS THE EASEMENT EVERY 10'.
4. ALL PROPOSED CURBS ARE 6" TYPICAL U.N.O. ON PLANS. CONTRACTOR SHALL CONTACT ENGINEER/ARCHITECT IF CURB DEPTH EXCEEDS 6".
5. OVERHEAD AND UNDERGROUND UTILITIES MAY EXIST IN THE VICINITY OF THIS PROJECT. LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE AND OTHER UTILITIES MAY EXIST IN THE VICINITY OF THE PROJECT WHICH ARE NOT SHOWN ON THE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES IN THE VICINITY OF THE PROJECT, PRIOR TO BEGINNING CONSTRUCTION. IF ANY DISCREPANCIES EXIST, NOTIFY ENGINEER IMMEDIATELY.

VICINITY MAP

(NOT TO SCALE) KEY MAP: 483Z/525D



LEGAL DESCRIPTION

BEING 1.4519 ACRES AND TRACT B, 1.1287 ACRES OF LAND SITUATED IN THE H.D. BROWN SURVEY, ABSTRACT NUMBER 406, FORT BEND COUNTY, TEXAS.

BENCHMARK

FLOODPLAIN REFERENCE MARK NUMBER 1900Z0 DESCRIBED AS FOLLOWS: FLOODPLAIN REFERENCE MARK NUMBER 1900Z0 IS A BRASS DISK STAMPED 1900Z0 ON THE SIC (NORTHBOUND) BRIDGE AT FRY RD AND UPPER BUFFALO BAYOU LOCATED ON DOWNSTREAM CONCRETE WALK, ON SOUTH CORNER OF BRIDGE IN KEYMAP 483Z IN THE BARKER WATERSHED NEAR STREAM T100-00-00 ELEVATION = 101.62' (NAVD 1988, 2001 ADJ)

FLOOD PLAIN DATA

THIS TRACT LIES WITHIN ZONE "X" AND NO PORTION OF THIS TRACT LIES WITHIN A "100 YEAR FLOOD HAZARD AREA" AS PER COMMUNITY PANEL NUMBER 4816030065 J FORT BEND COUNTY TEXAS, DATED JANUARY 3, 1997.

City of Houston Storm Sewer Calculation Form

PROJECT: FIRST VICTORIA NATIONAL BANK
JOB NO: 08-142
SYSTEM:
BY: Rana Mahmood, P.E.
CHECKED BY: Salman Qadir, P.E.
DESIGN STORM: 2 Year Curve

HGL Starting Elevation= 93.10

$i = b/(d+T_c)^e$
$T_c = 10xA^{*}(0.1781) + 15$
$C = 0.60 \text{ to } + 0.20$
$Q = C \times i \times A$

$h_L = \frac{4.72xLxQ^{1.85}}{C^{1.85} \times D^{4.87}}$ Hazen Williams Formula

FL=Flowline
HG= Hydraulic Gradient
UP=Upstream

MH FROM	MH TO	AREA (ACRES)	TOTAL AREA (ACRES)	RUNOFF COEFF C	C x A	TC (MIN.)	INTENSITY (IN/HR)	SUM OF FLOWS (CFS)	REACH LENGTH (FT)	DIAM OR RISE (IN)	Slope %	Manning's n	Design Capacity (CFS)	Design Velocity (V/Q)	Fall UP (FT)	Fall DS (FT)	FL Elev. UP (FT)	FL Elev. DS (FT)	Actual Velocity (V/Q)	HG Change %	Change in Head (FT)	h_L (FT)	Elev. of HG UP (FT)	Elev. of HG DS (FT)
CB-1	CB-2	0.21	0.21	0.80	0.17	22.62	3.58	0.61	137	12	0.32	0.011	2.39	3.04	0.44	97.09	96.65	0.78	0.02	0.03	0.03	93.69	93.84
CB-2	CB-4	0.32	0.53	0.80	0.43	23.95	3.48	1.49	175	12	0.32	0.011	2.39	3.04	0.56	96.65	96.09	1.89	0.12	0.22	0.18	93.84	93.24
CB-3	CB-4	0.56	0.56	0.80	0.45	24.04	3.47	1.57	137	12	0.32	0.011	2.39	3.04	0.44	96.53	96.09	2.00	0.14	0.19	0.16	93.58	93.24
CB-4	E. inlet	0.35	1.45	0.80	1.16	23.68	3.36	3.90	29	24	0.30	0.013	12.42	3.95	0.09	96.09	96.00	1.24	0.03	0.01	0.01	93.11	93.10

HEIGHTS VENTURE ARCHITECTS, L.L.P.

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713 999 5873 F

DALLAS
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Addison, Texas 75001
972 490 7282 V
972 490 7444 F

CHICAGO
308 West State Street, Suite 128
Rockford, Illinois 61101
847 472 9780 V
815 966 2430 F

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NO.	REVISION	DATE
1	ADDED HGL CALCULATIONS.	09-23-08
2	DRIVEWAY LOCATION ON MASON ROAD & MISC. REVISIONS	11-20-08
3	DRIVEWAY LOCATION ON MASON ROAD & MISC. REVISIONS	12-12-08
4	DRIVEWAY LOCATION ON MASON ROAD & MISC. REVISIONS	01-07-09

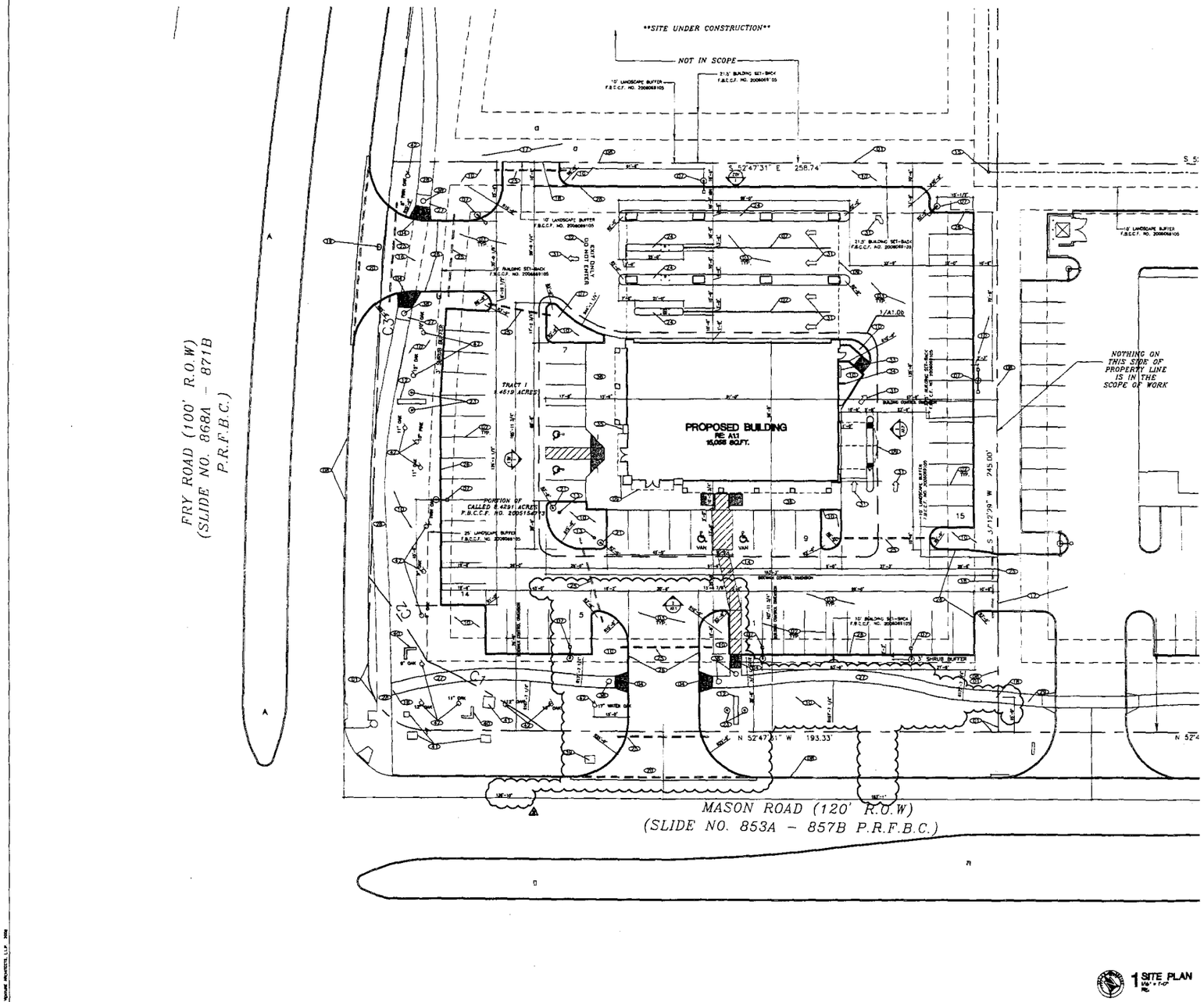
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(713) 993-0900 (713) 993-1510
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SITE DRAINAGE & GRADING PLAN

FIRST VICTORIA NATIONAL BANK
FRY & MASON ROAD
FORT BEND COUNTY, TEXAS

STATE OF TEXAS — SALMAN QADIR — 93950 — REGISTERED PROFESSIONAL ENGINEER — 1-7-09

PROJECT NO. 08-142
DRAWING NO. 08142200
DRAWN BY: RT DATE: 07-18-08
DESIGNED BY: RT DATE: 07-18-08
CHECKED BY: SQ DATE: 09-23-08
DRAWING SCALE HORZ: 1" = 20' VERT: N/A
SHEET NO. C3 of 11



1 SITE PLAN
Me' = 1'-0"
Re

NOTES TO SHEET

01 PROPERTY LINE.
02 4" WIDE, WHITE, PAINTED PARKING STRIPES TYPICAL.
03 CONCRETE PAVING PER SOILS REPORT AND CIVIL DRAWINGS.
04 ACCESSIBLE CURB RAMP, RE: CIVIL DRAWINGS, 7/A5.5 & ARC COLOR PER ARC AND TEXTURE PER TAS/ADA STANDARDS
05 NOT USED.
06 NOT USED.
07 SITE LIGHTING, RE: ELECTRICAL & 8/A5.5
08 LIMITS OF CONSTRUCTION.
09 CANOPY ABOVE
10 LANDSCAPE AREA, RE: LANDSCAPE DRAWINGS.
11 NOT USED.
12 MONUMENT SIGN, RE: 13/A5.5
13 FLAG POLE, US FLAGPOLE STORE, 877-734-2458, VANGUARD SERIES 25' CPECP2SS OR EQUAL, RE: 14/A5.5
14 PAINTED ACCESSIBLE ROUTE, 4" STRIPE AT 3'-0" O/C AT 45
15 EXISTING ELECTRICAL UTILITY POLE, WITH NEW POLE MOUNTED TRANSFORMERS, LOCATION OF PRIMARY SERVICE.
16 EXISTING CONCRETE SIDEWALK TO BE REMOVED. RE: CIVIL DRAWINGS.
17 ADJACENT SITE, NOT IN SCOPE.
18 COORDINATE LOCATION & ELEVATION OF DRIVE/SIDEWALK TO MATCH ADJACENT RE: CIVIL
19 EXISTING POWER POLE TO BE REMOVED, RE: ELECTRICAL & COORDINATE WITH CENTERPOINT.
20 PROPOSED CONCRETE DRIVE, RE: CIVIL
21 UPLIGHT FOR FLAGPOLE, RE: ELECTRICAL DRAWINGS & 10/A5.5
22 NOT USED.
23 UPLIGHT FOR SIGNAGE, RE: ELECTRICAL DRAWINGS & 10/A5.5
24 6" CONC. CURB, ISLAND, SLOPE TO DRAIN, COORDINATE WITH BANK EQUIPMENT AND PNEUMATIC TUBE INSTALLER PRIOR TO CONSTRUCTION. PROVIDE HOT ROLLED STEEL CURB EDGE WITH RUB RAIL BEAD 2"H x 1"D, BLACK.
25 4" PVC SLEEVES FOR IRRIGATION, & IRRIGATION ELECTRICAL, LOCATE 18" BELOW FINISH GRADE & MARKEMDS.
26 EDGE OF CURB.
27 5'-0" CONCRETE SIDEWALK IN THE LMA, WITH CONTROL JOINTS AT 5'-0" O.C. AND EXPANSION JOINTS AT 20'-0" O.C. PROVIDE MEDIAN BROOM FINISH PERPENDICULAR TO WALK WITH A 5" SMOOTH TROWELED PICTURE FRAME AT EACH JOINT SECTION.
28 EXISTING CONCRETE SIDEWALK
29 CONCRETE SIDEWALK, BY OTHERS, COORDINATE & ALIGN WITH PROPOSED SIDEWALK
30 ~~DIRECTIONAL PREFINISH 22 GAUGE METAL SIGN BY OMNITI, 3" TALL x 9" WIDE - x 3 SIDED WITH TOP SURFACE THRU DRAINING AND WRAPPING~~
31 PAINTED DIRECTIONAL ARROWS- 4' HIGH X 1' WIDE
32 PAINTED DIRECTIONAL TEXT 18" HIGH x 4" WIDE, BLOCK FONT
33 BUILDING MOUNTED DISCONNECT, GUTTER BOX, AND METER, RE: ELECTRICAL DRAWINGS.
34 IRRIGATION CONTROLLER, RE: LANDSCAPE DRAWINGS.
35 BUILDING WATER ENTRY POINT
36 MAINTAIN MAX 2% SLOPES AND CROSS SLOPE, ALL DIRECTIONS, IN THIS AREA.
37 NOT USED.
38 CINCO RANCH LOGO STAMPED INTO SIDEWALK ADJACENT TO EACH RAMP.
39 EXISTING UTILITY TAP BOX
40 EXISTING CINCO SIGNAGE. PROTECT DURING CONSTRUCTION.
41 MISCELLANEOUS UTILITY BOX/CONCRETE.
42 EXISTING TREES TO REMAIN.

GENERAL NOTES

01 CONTROL DIMENSION - IS USED TO LOCATE BUILDING SLAB AND SURROUNDING ADJACENT BUILDING SIDEWALK. COORDINATE WITH SHEET A1.0b FOR ADDITIONAL DIMENSIONS AND NOTES.
02 ALL SLOPES SHALL BE MAINTAINED LESS THAN 2% UNLESS SPECIFICALLY NOTED OTHERWISE. ALL ACCESSIBLE PARKING AND ROUTES SHALL BE LESS THAN 2% NO MATTER WHAT. NOTIFY ARCHITECT IF ANY CONFLICTS ARISE PRIOR TO CONSTRUCTION
03 COORDINATE, PROVIDE AND INSTALL ALL REQUIRED SITE LIGHTING AND IRRIGATION SLEEVES PRIOR TO FORMING AND POURING OF PAVMENTS OR CURBS.
04 PROVIDE EXPANSION, CONSTRUCTION, AND CONTRACTION JOINTS IN ALL PAVING AND SIDEWALKS AS SHOWN, OR IF NOT SHOWN PER SPECIFICATIONS AND BEST PRACTICES. RE: CIVIL DRAWINGS.
05 PROVIDE CONSTRUCTION OR EXPANSION JOINTS AT ALL UTILITY EASEMENT LINES
06 ALL SITE AND BUILDING CONSTRUCTION MUST BE IN ACCORDANCE THE CINCO RANCH ARC GUIDELINES.
07 HANDICAP RAMPS IN THE LMA SHALL BE STAINED KEMI-CO COLA
08 ANY WORK IN THE LMA SHALL BE ON A CONTINUOUS SCHEDULE WITHOUT INTERRUPTION UNTIL THE WORK IN THE LMA IS COMPLETED.
09 EXTERIOR LOUVERS, EXHAUSTS, VENTS, FANS, FLASHINGS, PANEL BOXES, SWITCHGEAR, CONDUIT, ELECTRICAL GUTTERS, BOLLARDS, SIGN POSTS, ETC. SHALL BE PAINTED TO MATCH ADJACENT SURFACES OF THE BUILDING.
10 THE FOLLOWING MISCELLANEOUS ITEMS SHALL BE SUBMITTED FOR APPROVAL.
10.1 MONUMENT SIGN
10.2 BUILDING SIGNAGE
10.3 DOOR GRAPHICS
10.4 SPANDREL TREATMENT
10.5 COLOR/MATERIAL SAMPLE BOARD.

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REGISTERED ARCHITECT STATE OF TEXAS

ISSUE DATES	
10-6-08	PERMIT & PRICING
11-20-08	COMMENTS - PER CINCO ASSOCIATION
12-05-08	FOR COMMENTS & TOWER REVISION
01-05-09	FOR CONSTRUCTION - BANK REVISION

FIRST VICTORIA NATIONAL BANK
101 SOUTH MAIN STREET
VICTORIA, TEXAS 77901-1539
TEL: (361) 574-5463
FAX: (361) 580-7194

HEIGHTS VENTURE ARCHITECTS, L.L.P.

FIRST VICTORIA NATIONAL BANK
5005 MASON ROAD AT FRY ROAD-NORTHEAST CORNER
CINCO RANCH, TEXAS

PROJECT NO.	08025
DATE PLOTTED	10-06-08
DRAWN BY	DRAWN BY:
CHECKED BY	MC
FILE NAME	08025_A1.0a

SHEET TITLE
SITE PLAN

SHEET NUMBER
A1.0a

11 AA

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

February 26, 2009

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

RE: Karaugh, Section 1

Dear Commissioner:

A final inspection of the roads for the above referenced subdivision was made, and the streets can be taken in to the County Road Maintenance system. The streets, along with their footage lengths; are as follows:

Karaugh Drive North	2,108.00 LF
Shamrock Lane	552.00 LF
TOTAL:	2,660.00 LF

There is no bond to be released. If you should have any questions or need additional information please feel free to call.

Sincerely,

DeWayne O. Davis, P.E.
Engineer III

DOD/mjs

cc: Mr. Scott Wieghat, FBC Road & Bridge
File

11 BB

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number 564443S Amount $ 21,000.00

Principal AG Homes, Inc.

Surety Developers Surety and Indemnity Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Edo Estates

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. A.G. Osadiaye
Aimuatex Development Corp.
P.O. Box 14446
Houston, Texas 77221

AGREED:

_____
FORT BEND COUNTY ENGINEER

_____
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 3-17-09 # 11 BB
DATE OF RETURN: _____
BY: Sherry Fiser
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 4, 2009

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

RE: Edo Estates

Dear Commissioner Meyers:

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:

Edo Circle	346.21 LF
TOTAL:	346.21 LF

The current bond is #564443S in the amount of $21,000.00. Release bond to:

Mr. A.G. Osadiaye
Aimuatex Development Corp.
P.O. Box 14446
Houston, Texas 77221

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. Mike Quddumi, Interfield Group
Mr. A.G. Osadiaye, Aimuatex Development Corp
Mr. Troy Kellum, Advanced Excavation Services
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

March 23, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on March 17, 2009 #11BB for the following:

BOND#	564443S	$21,000.00
PRINCIPAL	AG Homes Inc.	
SURETY	Developers Surety and Indemnity Company	
CONSTRUCTION PROJECT	Edo Estates	
RELEASE TO	Aimuatex Development Corp Attn: A G Osadiaye PO Box 14446 Houston TX 77221	

Information on the issuance and release of this security is 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 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

11 CC

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number 929420993 Amount $ 79,095.80

Principal Ann Arundel Farms, Ltd.

Surety The Continental Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Mason Road Extension and Reserve

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Shamar O'Bryant
Friendswood Development Co.
550 Greens Parkway, Suite 100
Houston, Texas 77067

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 3-17-09 # 11 CC
DATE OF RETURN: _____
BY: Sherry Fiser
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 6, 2009

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

RE: Mason Road South Extension and Reserve

Dear Commissioner Meyers:

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:

Mason Road	564.97 LF

The current bond is #929420993 in the amount of $79,095.80. Release bond to:

Mr. Shamar O'Bryant
Friendswood Development Co.
550 Greens Parkway, Suite 100
Houston, Texas 77067

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: Ms. Pareena Trochesset, P.E., LJA Engineering & Surveying, Inc.
Mr. Shamar O'Bryant, Friendswood Development Co
Mr. Scott Greene, Durwood Greene
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

March 23, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on March 17, 2009 #11CC for the following:

BOND#	929420993 $79,095.80
PRINCIPAL	Ann Arundel Farms Ltd.
SURETY	The Continental Insurance Company
CONSTRUCTION PROJECT	Mason Road Extension and Reserve
RELEASE TO	Friendswood Development Co. Attn: Shamar O'Bryant 550 Greens Parkway Suite 100 Houston TX 77067

Information on the issuance and release of this security is 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 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

11 DD

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number 929355455 Amount $ 183,260.00

Principal Ann Arundel Farms, Ltd.

Surety The Continental Casualty Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Mason Road South of Lakemont Bend Lane St. Ded.

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Shamar O'Bryant
Friendswood Development Co.
550 Greens Parkway, Suite 100
Houston, Texas 77067

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 3-17-09 # 11 DD
DATE OF RETURN: _____
BY: Sherry Fiebe
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 6, 2009

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

RE: Mason Road South of Lakemont Bend Lane Street Dedication

Dear Commissioner Meyers:

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:

Mason Road	1,308.92 LF

The current bond is #929355455 in the amount of $183,260.00. Release bond to:

Mr. Shamar O'Bryant
Friendswood Development Co.
550 Greens Parkway, Suite 100
Houston, Texas 77067

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: Ms. Pareena Trochesset, P.E., LJA Engineering & Surveying, Inc.
Mr. Shamar O'Bryant, Friendswood Development Co
Mr. Scott Greene, Durwood Greene
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

March 23, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on March 17, 2009 #11DD for the following:

BOND#	929355455 $183,260.00
PRINCIPAL	Ann Arundel Farms Ltd.
SURETY	Continental Casualty Company
CONSTRUCTION PROJECT	Mason Road South of Lakemont Bend Lane St. Ded.
RELEASE TO	Friendswood Development Co. Attn: Shamar O'Bryant 550 Greens Parkway Suite 100 Houston TX 77067

Information on the issuance and release of this security is 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 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

11 EE

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number SU5023940 Amount $ 396,900.00

Principal Terrabrook Cinco Ranch Southwest

Surety Arch Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Cinco Ranch Southwest, Section 17

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 3/17/04 # 11 EE
DATE OF RETURN: _____
BY: Sherry Fiser
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 10, 2009

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

RE: Cinco Ranch Southwest, Section 17

Dear Commissioner Meyers:

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:

Glendale Hill Drive	693.60 LF
Sebey Ridge Lane	768.96 LF
Nicollet Lake Lane	804.00 LF
Kyler Cove Lane	976.61 LF
Slover Creek Lane	319.88 LF
Fiona Sky Lane	1,227.36 LF
Cinco Terrace Drive	486.71 LF
TOTAL:	5,277.12 LF

The current bond is #SU5023940 in the amount of $396,900.00 . Release bond to:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Pat Carrigan, AECOM
Mr. Richard Albrecht, Newland Communities
Mr. Phillip Hassell, Hassell Construction
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

March 23, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on March 17, 2009 #11EE for the following:

BOND#	SU5023940 $396,900.00
PRINCIPAL	Terrabrook Cinco Ranch Southwest LP a Texas Limited Partnership
SURETY	Arch Insurance Company
CONSTRUCTION PROJECT	Cinco Ranch Southwest Section 17
RELEASE TO	Newland Communities Attn: Roxanna Weishuhn 10235 W Little York Rd Suite 300 Houston TX 77040

Information on the issuance and release of this security is 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 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

11 FF

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number SU5023830 Amount $ 168,280.00

Principal NNP-Seven Meadows, LP

Surety Arch Insurance Company

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT

Number _____ Amount $ _____

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Cinco West at Seven Meadows, Section 6

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 3-17-09 # 11 FF
DATE OF RETURN: _____
BY: Sherry Fiser
Deputy County Clerk

I:\WPDATA\PROCED\DEV\bond_release_auth_045.doc

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 10, 2009

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

RE: Cinco West at Seven Meadows, Section 6

Dear Commissioner Meyers:

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:

Dawn Cloud Lane	199.32 LF
Tramonte Trail	723.56 LF
Pear Blossom Lane	167.05 LF
Crystal Wind Lane	181.48 LF
Josey Springs Lane	218.39 LF
Mia Rose Court	397.65 LF
Brad Hurst Court	518.33 LF
TOTAL:	2,405.78 LF

The current bond is #SU5023830 in the amount of $168,280.00. Release bond to:

Ms. Roxanna Weishuhn
Newland Communities
10235 W. Little York Rd., Suite 300
Houston, Texas 77040

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

Sincerely,

Nathan Hatcher

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Mr. David J. Niles, Jacobs Carter & Burgess, Inc
Mr. Joe Forrester, Newland Communities
Mr. Glen Harris, Harris Construction Co.
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

March 23, 2009

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on March 17, 2009 #11FF for the following:

BOND#	SU5023830 $168,280.00
PRINCIPAL	NNP-Seven Meadows LP a Texas Limited Partnership
SURETY	Arch Insurance Company
CONSTRUCTION PROJECT	Cinco West at Seven Meadows Section 6
RELEASE TO	Newland Communities Attn: Roxanna Weishuhn 10235 W Little York Rd Suite 300 Houston TX 77040

Information on the issuance and release of this security is 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 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

1166

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number _____ Amount $ _____

Principal _____

Surety _____

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT & AMENDMENT No. 1

Number 2729-S Amended to A29317T Amount $ 161,000.00
was: Texas State Bank, Amended to Compass Bank

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Fulbrook, Section 2F

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Doug Konopka
Ft. Bend/Fulbrook, Ltd. DHK Development, Inc.
5005 Riverway, Suite 150
Houston, Texas 77056

AGREED:

M. Jane Hagmann
FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 3-17-09 # 1166
DATE OF RETURN: _____
BY: Sherry Fior
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 11, 2009

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

RE: Fulbrook, Section 2F

Dear Commissioner Meyers:

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:

Fulbrook Road	1,443.42 LF
Rolling Woods Trail	1,173.78 LF
Woodside Lane	496.77 LF
TOTAL:	3,113.97 LF

The current letter of credit is #2729-S in the amount of $161,000.00. Release letter of credit to:
Mr. Doug Konopka
Ft. Bend/Fulbrook, Ltd. DHK Development, Inc.
5005 Riverway, Suite 150
Houston, Texas 77056

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

Sincerely,

Nathan Hatcher

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Lars Hagen, Deden T. Services, Inc.
Mr. Doug Konopka, Ft. Bend/Fulbrook, Ltd. DHK Development, Inc.
Mr. Miguel Hurtado, Hurtado Construction, Inc.
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

March 23, 2009

NOTIFICATION OF RELEASE
LETTER OF CREDIT

A release order has been issued by the Fort Bend County Commissioners Court on March 17, 2009 #11 GG for the following letter of credit(s):

LETTER OF CREDIT #	2729-S
AMENDMENT#	A 29317 T
AMOUNT	$161,000.00
PRINCIPAL	Fulbrook Partners Ltd
SURETY	Texas State Bank and Compass Bank
CONSTRUCTION PROJECT	Fulbrook Subdivision Section 2F
RELEASE TO	Ft. Bend/Fulbrook Ltd. DHK Development Inc. Attn: Doug Konopka 5005 Riverway Suite 150 Houston TX 77056

Information on the issuance and release of this letter of credit is 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 or call 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.
County Clerk's Office

cc: Mary Jane Sowa
County Engineering Dept.

11 HH

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number _____ Amount $ _____

Principal _____

Surety _____

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT & AMENDMENT No. 1

Number 2893-S Amended to A29318T Amount $ 149,500.00
was: Texas State Bank, Amended to Compass Bank

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Fulbrook, Section 3B

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Doug Konopka
Ft. Bend/Fulbrook, Ltd. DHK Development, Inc.
5005 Riverway, Suite 150
Houston, Texas 77056

AGREED:

_____
FORT BEND COUNTY ENGINEER

_____
COMMISSIONER, PRECINCT # 3

COURT APPROVED: 3-17-09 # 11 HH
DATE OF RETURN: _____
BY: Sherry Fiore
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 11, 2009

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

RE: Fulbrook, Section 3B

Dear Commissioner Meyers:

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:

Lower Oxbow Trace	2,251.58 LF
Whistling Duck Lane	701.68 LF
TOTAL:	2,953.26 LF

The current letter of credit is #2893-S in the amount of $149,500.00. Release letter of credit to:

Mr. Doug Konopka
Ft. Bend/Fulbrook, Ltd. DHK Development, Inc.
5005 Riverway, Suite 150
Houston, Texas 77056

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

Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Lars Hagen, Deden T. Services, Inc.
Mr. Doug Konopka, Ft. Bend/Fulbrook, Ltd. DHK Development, Inc.
Mr. Miguel Hurtado, Hurtado Construction, Inc.
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

March 23, 2009

NOTIFICATION OF RELEASE
LETTER OF CREDIT

A release order has been issued by the Fort Bend County Commissioners Court on March 17, 2009 #11 HH for the following letter of credit(s):

LETTER OF CREDIT #	2893-S
AMENDMENT#	A 29318 T
AMOUNT	$149,500.00
PRINCIPAL	Fulbrook Partners Ltd
SURETY	Texas State Bank and Compass Bank
CONSTRUCTION PROJECT	Fulbrook Subdivision Section 3B
RELEASE TO	Ft. Bend/Fulbrook Ltd. DHK Development Inc. Attn: Doug Konopka 5005 Riverway Suite 150 Houston TX 77056

Information on the issuance and release of this letter of credit is 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 or call 281-344-3952.

Sherry Fisk

Sherry Fisk
Admin. Services Coord.
County Clerk's Office

cc: Mary Jane Sowa
County Engineering Dept.

11 I I

RELEASE AUTHORIZATION

THE FOLLOWING DOCUMENT(S) CAN BE RELEASED UPON ORDER OF COMMISSIONERS COURT: *(check one or more documents per project)*

BOND

Number _____ Amount $ _____

Principal _____

Surety _____

BOND RIDER

Number _____ Amount $ _____

LETTER OF CREDIT & AMENDMENT No. 1

Number 2830-S Amended to A29319T Amount $ 198,000.00
was: Texas State Bank, Amended to Compass Bank

OTHER

Number _____ Amount $ _____

CONSTRUCTION PROJECT (Name or location):

Fulbrook, Section 5A

RELEASE DOCUMENT(S) TO THE FOLLOWING:

Mr. Doug Konopka
Ft. Bend/Fulbrook, Ltd. DHK Development, Inc.
5005 Riverway, Suite 150
Houston, Texas 77056

AGREED:

FORT BEND COUNTY ENGINEER

COMMISSIONER, PRECINCT # 3

COURT APPROVED: 3-17-09 # 11 I I
DATE OF RETURN: _____
BY: Sherry Fiser
Deputy County Clerk

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

March 11, 2009

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

RE: Fulbrook, Section 5A

Dear Commissioner Meyers:

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:

Riverlake Road	2,248.86 LF
Old Pecan Trail	851.97 LF
Pecan Reserve Road	842.78 LF
TOTAL:	3,940.61 LF

The current letter of credit is #2830-S in the amount of $198,000.00. Release letter of credit to:

Mr. Doug Konopka
Ft. Bend/Fulbrook, Ltd. DHK Development, Inc.
5005 Riverway, Suite 150
Houston, Texas 77056

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

Sincerely,

Nathan Hatcher

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

cc: Mr. Lars Hagen, Deden T. Services, Inc.
Mr. Doug Konopka, Ft. Bend/Fulbrook, Ltd. DHK Development, Inc.
Mr. Miguel Hurtado, Hurtado Construction, Inc.
Mr. Scott Weighat, FBC Road & Bridge
File

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

Admin. Fax (281) 341-8697
Civil Fax (281) 341-4520
Misdemeanor Fax (281) 341-8681
Recording Fax (281) 341-8669

March 23, 2009

NOTIFICATION OF RELEASE
LETTER OF CREDIT

A release order has been issued by the Fort Bend County Commissioners Court on March 17, 2009 #11 II for the following letter of credit(s):

LETTER OF CREDIT #	2830-S
AMENDMENT#	A 29319 T
AMOUNT	$198,000.00
PRINCIPAL	Fulbrook Partners Ltd
SURETY	Texas State Bank and Compass Bank
CONSTRUCTION PROJECT	Fulbrook Subdivision Section 5A
RELEASE TO	Ft. Bend/Fulbrook Ltd. DHK Development Inc. Attn: Doug Konopka 5005 Riverway Suite 150 Houston TX 77056

Information on the issuance and release of this letter of credit is 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 or call 281-344-3952.

Sherry Fisk
Admin. Services Coord.
County Clerk's Office

cc: Mary Jane Sowa
County Engineering Dept.

12A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 11, 2009	**Submitted By:** Laura Dougherty **Department:** Facilities Management & Planning
Court Agenda Date: March 17, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 58047349, in the amount of $841.98, from MSC Industrial Supply for supplies used for the Vehicle Maintenance Expansion.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: Accounting Unit: 100687888 Account Number:
Activity (If Applicable): P687-05VEHICLE

DESCRIPTION OF LAWSON ACCOUNT: Vehicle Maintenance Expansion

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

PM 90157

10186 **INVOICE** CM

MSC

551 N. SHEPHERD, STE 200
HOUSTON TX 77007-0000

OK to pay
3-2-09
100

Invoice Number	Purchase Order No.
58047349	27179

27179

Ordered by: ANGELA RINCON

Sub-Total:	841.98
Shipping, Handling & Surcharge*:	0.00
Sales Tax:	0.00
Total:	**$841.98**

Customer Number [redacted]

09169

ORIGINAL PACKING SLIP #: 5804734

PO# 27179
R# 53413

Bill To: **FORT BEND COUNTY**
C0790
301 JACKSON ST
RICHMOND TX 77469-3108

Ship To: FACILITIES AND PLANNING
1402 BAND RD STE 100
ROSENBERG TX 77471

Any questions or concerns? Please call your local branch or 1-800-645-7270 between 7:00AM and 11:00PM EST.

Packing Slip No.	Order Date	Invoice Date	Ship Via	Merchandise Total
5804734	02/02/09	[redacted]	UPS GROUND	841.98

Quantity Ordered	Quantity Shipped	Unit of Measure	MSC Item / Description	Manufacturer Item	Your Item	Unit Price	Extended Price	Tax
6	6	EA	93471217 175W MH Z-PAK WALL MOUNT LUMINAIRE	MHFZ17 upc code 62269843430		140.33	841.98	N

THANK YOU FOR YOUR ORDER

RECEIVED
FEB - 5 2009
County Auditor

FEB 26 2009

*** A fuel surcharge has been included due to recent escalations in fuel prices.**
MSC products and services are subject to U.S. export control laws and regulations. Diversion contrary to U.S. law is prohibited.
See MSC's standard terms and conditions of sale for further information.

IMPORTANT - Please detach and return this portion to ensure proper credit. Be sure to include your customer number on your check.

This transaction is strictly subject to MSC's standard terms and conditions of sale existing as of the date the order was received by MSC. These terms and conditions cannot be modified unless agreed to in writing, in advance, by both parties.

Ordered By: ANGELA RINCON
Payment Terms: OPEN ACCOUNT - N/30
Invoice Type: Open Account
Due Date: 03/04/09

Sub-Total:	841.98
Shipping, Handling & Surcharge*:	0.00
Sales Tax:	0.00
Total:	**$841.98**

Customer Name	
FORT BEND COUNTY	
Customer Number	Invoice Number
[redacted]	58047349
Amount Due	Amount Enclosed
$841.98	

Remit To:

MSC

MSC INDUSTRIAL SUPPLY CO.
DEPT CH 0075
PALATINE IL 60055-0075

00566191000008419800001058047349 5

12B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 11, 2009 **Submitted By:** Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: March 17, 2009 **Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # 27098, in the amount of $4,368.00, from 2M Business Products for FF&E costs associated with the Jail Expansion.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:
Activity (If Applicable): P418B-06JAILEXP

DESCRIPTION OF LAWSON ACCOUNT: Jail Expansion Project

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

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☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

14116

AS PER ORIGINAL

INVOICE

13955 Murphy Rd. #107
Stafford TX 77477
(281) 499-4035
http://www.2mbp.com

No Rec. 732

OK to pay 3-4-9

Date 2/3/2009
Invoice # 27098

Terms
PO # 27032
Acct. Mgr.
Order # Sales Order #25459-1

030309

B 135483

Bill To
FBC-County Auditor
301 jACKSON
RICHMOND TX 77469
United States
PO# 27032
R# 53408

Ship To
FBC-County Auditor
FBC-County Auditor
301 jACKSON
RICHMOND TX 77469
United States
Facilities

Stock #	Qty Ord.	Qty Shipped	B/O Qty.	Description	Unit Price	Total
SAF5251	25	25	0	Industrial Steel Shelving for 85 High Posts, 48w x12d, Dark Gray, Carton of 6 25 CT *** Local Stock ***	120.00	3,000.00
SAF5250	4	4	0	Industrial Steel Shelving for 85 High Posts, 36w x12d, Dark Gray, Carton of 6 4 CT *** Local Stock ***	87.00	348.00
SAF5258	17	17	0	Post Kit for 85 High Industrial Steel Shelving, Dark Gray 17 CT *** Local Stock ***	60.00	1,020.00

Total $4,368.00

Dayness

MERCHANDISE MUST BE RETURNED WITHIN 30 DAYS OF INVOICE DATE IN ORIGINAL PACKING AND RESALEABLE CONDITION FOR CREDIT

RECEIVED
FEB - 5 2009
County Auditor

Remittance Slip

Customer	Invoice #	Amount Due	Amount Paid
H670	27098	$4,368.00	

Please Enter Your Credit Card Information	2M Business Products
Type: ___Discover ___Master Card ___VISA ___American Express Credit Card #: _____ Expiration Date: ____Month ____Year Signature: _____	13955 Murphy Rd. #107 Stafford TX 77477

12C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 11, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: March 17, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Invoice # T025966, in the amount of $2,669.50, from Terracon for Professional Services provided for the Gus George Academy.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:
Activity (If Applicable): P418B-06GUSGEOR

DESCRIPTION OF LAWSON ACCOUNT: Gus George Academy

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
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☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

PM9014

Terracon

INVOICE

11555 Clay Road, Ste 100
Houston, TX 77043
713-690-8989

Project Manager: Chad Gordon

Project: Gus George Training Academy
1567 Ransom Rd
Richmond, TX 77469

To: Fort Bend County - Facilities & Planning
Attn: Don Brady
1402 Band Road Ste 100
Rosenberg, TX 77471

REMIT TO:

Invoice Number: T025966

Terracon Consultants, Inc.
P.O. Box 931277
Kansas City, MO 64193-1277

Federal E.I.N.: 42-1249917

P.O. Number: 27192
PO # 27192
R # 53464

Project Number:	92081510
Contract Amount:	$18,956.00
Billed to Date:	$7,536.50
Invoice Date:	2/12/2009
Services Through:	2/07/2009

Date	Report	Description of Services	Quantity	Rate	Total
1/12/09	92081510.0015	Sample Pick-Up, per hour	2.00	$40.00	$80.00
1/12/09	92081510.0015	Trip Charge, each	1.00	$60.00	$60.00
1/12/09	92081510.0015	Atterberg Limit, per test	1.00	$55.00	$55.00
1/12/09	92081510.0015	Standard Proctor (ASTM D-698), each	1.00	$165.00	$165.00
1/16/09	92081510.0016	Engineering Technician, per hour	4.00	$40.00	$160.00
1/16/09	92081510.0016	Trip Charge, each	1.00	$60.00	$60.00
1/16/09	92081510.0016	Nuclear Density Gauge, per trip	1.00	$50.00	$50.00
1/29/09	92081510.0017	Engineering Technician, per hour	5.00	$40.00	$200.00
1/29/09	92081510.0017	Engineering Technician, per hour - OT	3.50	$60.00	$210.00
1/29/09	92081510.0017	Trip Charge, each	1.00	$60.00	$60.00
1/29/09	92081510.0017	Compressive Strength, per cylinder	16.00	$14.00	$224.00
1/30/09	92081510.0017A	Sample Pick-Up, per hour	2.25	$40.00	$90.00
1/30/09	92081510.0017A	Trip Charge, each	1.00	$60.00	$60.00
2/6/09	92081510.0018	Engineering Technician, per hour	1.00	$40.00	$40.00
2/6/09	92081510.0018	Engineering Technician, per hour - OT	4.00	$60.00	$240.00
2/6/09	92081510.0018	Trip Charge, each	1.00	$60.00	$60.00
2/6/09	92081510.0018	Compressive Strength, per cylinder	12.00	$14.00	$168.00
2/7/09	MONTH	Project Manager, per hour	6.25	$110.00	$687.50

Invoice Total **$2,669.50**

Thank you

We accept MasterCard, VISA, and Discover. Please call (800) 593-7777, option 12, with your electronic payment or credit card information.

TERMS: DUE UPON PRESENTATION OF INVOICE

PM90148

Terracon

INVOICE

11555 Clay Road, Ste 100
Houston, TX 77043
713-690-8989

Project Manager: Chad Gordon

Project: Gus George Training Academy
1567 Ransom Rd
Richmond, TX 77469

To: Fort Bend County - Facilities & Planning
Attn: Don Brady
1402 Band Road Ste 100
Rosenberg, TX 77471

REMIT TO:

Invoice Number: T025966

Terracon Consultants, Inc.
P.O. Box 931277
Kansas City, MO 64193-1277

Federal E.I.N.: 42-1249917

P.O. Number: 27192

Project Number:	92081510
Contract Amount:	$18,956.00
Billed to Date:	$7,536.50
Invoice Date:	2/12/2009
Services Through:	2/07/2009

Date	Report	Description of Services	Quantity	Rate	Total
1/12/09	92081510.0015	Sample Pick-Up, per hour	2.00	$40.00	$80.00
1/12/09	92081510.0015	Trip Charge, each	1.00	$60.00	$60.00
1/12/09	92081510.0015	Atterberg Limit, per test	1.00	$55.00	$55.00
1/12/09	92081510.0015	Standard Proctor (ASTM D-698), each	1.00	$165.00	$165.00
1/16/09	92081510.0016	Engineering Technician, per hour	4.00	$40.00	$160.00
1/16/09	92081510.0016	Trip Charge, each	1.00	$60.00	$60.00
1/16/09	92081510.0016	Nuclear Density Gauge, per trip	1.00	$50.00	$50.00
1/29/09	92081510.0017	Engineering Technician, per hour	5.00	$40.00	$200.00
1/29/09	92081510.0017	Engineering Technician, per hour - OT	3.50	$60.00	$210.00
1/29/09	92081510.0017	Trip Charge, each	1.00	$60.00	$60.00
1/29/09	92081510.0017	Compressive Strength, per cylinder	16.00	$14.00	$224.00
1/30/09	92081510.0017A	Sample Pick-Up, per hour	2.25	$40.00	$90.00
1/30/09	92081510.0017A	Trip Charge, each	1.00	$60.00	$60.00
2/6/09	92081510.0018	Engineering Technician, per hour	1.00	$40.00	$40.00
2/6/09	92081510.0018	Engineering Technician, per hour - OT	4.00	$60.00	$240.00
2/6/09	92081510.0018	Trip Charge, each	1.00	$60.00	$60.00
2/6/09	92081510.0018	Compressive Strength, per cylinder	12.00	$14.00	$168.00
2/7/09	MONTH	Project Manager, per hour	6.25	$110.00	$687.50

Invoice Total **$2,669.50**

Approved 2/24/09

We accept MasterCard, VISA, and Discover. Please call (800) 593-7777, option 12, with your electronic payment or credit card information.

TERMS: DUE UPON PRESENTATION OF INVOICE

LABORATORY COMPACTION CHARACTERISTICS OF SOIL

Report Number: 92081510.0015
Service Date: 01/12/09
Report Date: 01/15/09

Terracon
11555 Clay Road, Ste 100
Houston, TX 77043
713-690-8989

Client

Fort Bend County - Facilities & Planning
Attn: Don Brady
1402 Band Road Ste 100
Rosenberg, TX 77471

Project

Gus George Training Academy
1567 Ransom Rd
Richmond, TX 77469

Project Number 92081510

Material Information

Source of Material: In Situ
Proposed Use: Paving Subgrade

Sample Information

Sample Date: 01/12/09
Sampled By: Omar Dimas
Sample Location: Future Parking Lot Subgrade

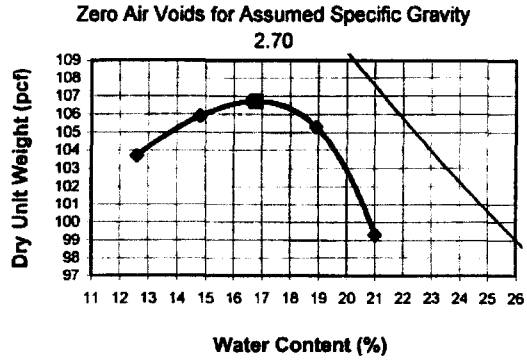
Sample Description: Dark Brown Silty Clay with Lime

Laboratory Test Data

Test Procedure: ASTM D698
Test Method: Method A
Sample Preparation: Wet
Rammer Type: Mechanical
Maximum Dry Unit Weight (pcf): 106.7
Optimum Water Content (%): 16.8

	Result	Specifications
Liquid Limit:	33	
Plastic Limit:	25	
Plasticity Index:	8	
In-Place Moisture (%):		

USCS:



Comments:

Services: Obtain a sample of proposed fill at project site and return it to laboratory. Prepare and test sample for Moisture Density Relations and Atterberg Limits (ASTM D4318).

Terracon Rep: Omar Dimas
Reported To:
Contractor: Bass Construction

Started: 1000
Finished: 1200

Report Distribution:
(1) Fort Bend County - Facilities & Planning
(1) Bass Construction

Reviewed By:

Chad C. Gordon
Project Manager

Test Methods: ASTM D698, ASTM D4318

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

FIELD DENSITY TEST REPORT

Report Number: 92081510.0016
Service Date: 01/16/09
Report Date: 01/20/09

Terracon
11555 Clay Road, Ste 100
Houston, TX 77043
713-690-8989

Client

Fort Bend County - Facilities & Planning
Attn: Don Brady
1402 Band Road Ste 100
Rosenberg, TX 77471

Project

Gus George Training Academy
1567 Ransom Rd
Richmond, TX 77469

Project Number: 92081510

Material Information

Mat. No.	Proctor Ref. No.	Classification and Description	Laboratory Test Method	Lab Test Data: Optimum Water Content (%)	Lab Test Data: Max. Lab Dry Unit Weight (pcf)	Project Requirements: Water Content (%)	Project Requirements: Minimum Compaction (%)
1	92081510.0015	Dark Brown Silty Clay with Lime	ASTM D698	16.8	106.7	Opt ±2	Min. 95
2	92081510.0002	Red Brown Silty Clay with Sand	ASTM D698	13.6	108.1	Opt ±2	Min. 95

Field Test Data

Test No.	Test Location	Lift / Elev.	Mat. No.	Probe Depth (in)	Wet Density (pcf)	Water Content (pcf)	Water Content (%)	Dry Unit Weight (pcf)	Percent Compaction (%)
	Parking Lot								
1	30'N, 50'E from NE Corner	Final	1	6	120.4	15.6	14.9	104.8	98
2	30'N from NE Corner	Final	1	6	116.8	15.3	15.1	101.5	95
3	30'N, 25'W from NW Corner	Final	1	6	120.0	16.0	15.4	104.0	97
4	30'W from NW Corner	Final	1	6	119.0	15.3	14.8	103.7	97
5	30'W, 80'S from NW Corner	Final	1	6	121.3	16.5	15.7	104.8	98
6	30'W from SW Corner	Final	1	6	118.9	15.8	15.3	103.1	97
7	30'S from SW Corner	Final	1	6	122.2	15.9	15.0	106.3	100
8	30'E from SE Corner	Final	1	6	122.2	16.7	15.8	105.5	99
9	30'E, 20'N from SW Corner	Final	1	6	120.9	16.3	15.6	104.6	98
10	30'E, 80'N from SW Corner	Final	1	6	121.2	15.9	15.1	105.3	99
11	30'E, 30'S from NW Corner	Final	1	6	122.0	16.1	15.2	105.9	99
12	30'E from NW Corner	Final	1	6	121.4	16.6	15.8	104.8	98
	Building Pad								
13	25'E, 10'N from SW Corner	Final	2	6	117.5	12.4	11.8	105.1	97
14	25'E, 80'N from SW Corner	Final	2	6	117.4	12.8	12.2	104.6	97
15	25'E, 10'S from NW Corner	Final	2	6	118.7	13.1	12.4	105.6	98

Datum: **Gauge ID:**

Comments: **Test results on this report meet project requirements as noted above.**

Services: Perform in-place density and moisture content tests to determine degree of compaction and material moisture condition.

Terracon Rep.: Jesus P. Jaime
Reported To:
Contractor: Bass Construction
Report Distribution:
(1) Fort Bend County - Facilities & Planning (1) Bass Construction

Started: 0700 **Finished:** 1030 **Lunch / Non-Chargeable:**

Reviewed By:

Chad C. Gordon
Project Manager

Test Methods: ASTM D6938

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: 92081510.0017
Service Date: 01/29/09
Report Date: 02/06/09

Terracon
11555 Clay Road, Ste 100
Houston, TX 77043
713-690-8989

Client

Fort Bend County - Facilities & Planning
Attn: Don Brady
1402 Band Road Ste 100
Rosenberg, TX 77471

Project

Gus George Training Academy
1567 Ransom Rd
Richmond, TX 77469

Project Number: 92081510

Material Information

Specified Strength: 3500 psi @ 28 days

Mix ID: S55004
Supplier: Allied Concrete
Batch Time: 0425 **Plant:** 1B
Truck No.: 438 **Ticket No.:** 1323144

Sample Information

Sample Date: 01/29/09 **Sample Time:** 0450
Sampled By: Vasquez, Rigoberto
Weather Conditions: Clear
Accumulative Yards: 200 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 20
Water Added After (gal): 0
Sample Location: 75' N of Inlet B2
Placement Location: Paving SE & SW of Bldg.

Field Test Data

Test	Result	Specification
Slump (in):	7 1/2	5±1
Air Content (%):	4.5	
Concrete Temp. (F):	60	
Ambient Temp. (F):	34	
Plastic Unit Wt. (pcf):		

Laboratory Test Data

Set No.	Specimen ID	Diameter (in)	Area (sq in)	Date Received	Specimen Weight (lbs)	Date Tested	Age at Test (days)	Maximum Load (lbs)	Compressive Strength (psi)	Fracture Type
1	A	6.00	28.27			02/05/09	7	113,410	4,010	
1	B	6.00	28.27			02/05/09	7	118,640	4,200	
								Average (7 days)	**4,110**	
1	C					02/26/09	28			
1	D					02/26/09	28			

Comments: **Not tested for plastic unit weight.**

Samples Made By: **Terracon**
Services: Obtain samples of fresh concrete at the placement locations (ASTM C-172), perform required field tests and cast, cure, and test compressive strength samples (ASTM C-31 (with the exception of Section 10.1.2), C-39, C-1231).
Terracon Rep.: Vasquez, Rigoberto **Started:** 0330 **Lunch / Non-Chargeable:**
Reported To: **Finished:** 1200
Contractor: Bass Construction
Report Distribution:
(1) Fort Bend County - Facilities & Planning (1) Bass Construction

Test Methods: ASTM C138, ASTM C143, ASTM C173, ASTM C1064

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: 92081510.0017
Service Date: 01/29/09
Report Date: 02/06/09

Terracon
11555 Clay Road, Ste 100
Houston, TX 77043
713-690-8989

Client

Fort Bend County - Facilities & Planning
Attn: Don Brady
1402 Band Road Ste 100
Rosenberg, TX 77471

Project

Gus George Training Academy
1567 Ransom Rd
Richmond, TX 77469

Project Number: 92081510

Material Information

Specified Strength: 3500 psi @ 28 days

Mix ID: S55004
Supplier: Allied Concrete
Batch Time: 0553 **Plant:** 1B
Truck No.: 401 **Ticket No.:** 1323159

Sample Information

Sample Date: 01/29/09 **Sample Time:** 0644
Sampled By: Vasquez, Rigoberto
Weather Conditions: Clear
Accumulative Yards: 340 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 10
Water Added After (gal): 0
Sample Location: 70' W of Inlet B2
Placement Location: Paving SE & SW of Bldg.

Field Test Data

Test	Result	Specification
Slump (in):	6	5±1
Air Content (%):	4.5	
Concrete Temp. (F):	60	
Ambient Temp. (F):	33	
Plastic Unit Wt. (pcf):		

Laboratory Test Data

Set No.	Specimen ID	Diameter (in)	Area (sq in)	Date Received	Specimen Weight (lbs)	Date Tested	Age at Test (days)	Maximum Load (lbs)	Compressive Strength (psi)	Fracture Type
2	A	6.00	28.27			02/05/09	7	120,560	4,260	
2	B	6.00	28.27			02/05/09	7	117,560	4,160	
								Average (7 days)	**4,210**	
2	C					02/26/09	28			
2	D					02/26/09	28			

Comments: **Not tested for plastic unit weight.**

Samples Made By: **Terracon**
Services: Obtain samples of fresh concrete at the placement locations (ASTM C-172), perform required field tests and cast, cure, and test compressive strength samples (ASTM C-31 (with the exception of Section 10.1.2), C-39, C-1231).
Terracon Rep.: Vasquez, Rigoberto **Started:** 0330 **Lunch / Non-Chargeable:**
Reported To: **Finished:** 1200
Contractor: Bass Construction
Report Distribution:
(1) Fort Bend County - Facilities & Planning (1) Bass Construction

Test Methods: ASTM C138, ASTM C143, ASTM C173, ASTM C1064

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: 92081510.0017
Service Date: 01/29/09
Report Date: 02/06/09

Terracon
11555 Clay Road, Ste 100
Houston, TX 77043
713-690-8989

Client

Fort Bend County - Facilities & Planning
Attn: Don Brady
1402 Band Road Ste 100
Rosenberg, TX 77471

Project

Gus George Training Academy
1567 Ransom Rd
Richmond, TX 77469

Project Number: 92081510

Material Information

Specified Strength: 3500 psi @ 28 days

Mix ID: S55004
Supplier: Allied Concrete
Batch Time: 0703 **Plant:** 1B
Truck No.: 368 **Ticket No.:** 1323175

Sample Information

Sample Date: 01/29/09 **Sample Time:** 0735
Sampled By: Vasquez, Rigoberto
Weather Conditions: Clear
Accumulative Yards: 460 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: 5' W of Inlet A4
Placement Location: Paving SE & SW of Bldg.

Field Test Data

Test	Result	Specification
Slump (in):	7 1/2	5±1
Air Content (%):	4.25	
Concrete Temp. (F):	59	
Ambient Temp. (F):	33	
Plastic Unit Wt. (pcf):		

Laboratory Test Data

Set No.	Specimen ID	Diameter (in)	Area (sq in)	Date Received	Specimen Weight (lbs)	Date Tested	Age at Test (days)	Maximum Load (lbs)	Compressive Strength (psi)	Fracture Type
3	A	6.00	28.27			02/05/09	7	107,750	3,810	
3	B	6.00	28.27			02/05/09	7	105,570	3,730	
								Average (7 days)	3,770	
3	C					02/26/09	28			
3	D					02/26/09	28			

Comments: Not tested for plastic unit weight.

Samples Made By: Terracon
Services: Obtain samples of fresh concrete at the placement locations (ASTM C-172), perform required field tests and cast, cure, and test compressive strength samples (ASTM C-31 (with the exception of Section 10.1.2), C-39, C-1231).
Terracon Rep.: Vasquez, Rigoberto **Started:** 0330 **Lunch / Non-Chargeable:**
Reported To: **Finished:** 1200
Contractor: Bass Construction
Report Distribution:
(1) Fort Bend County - Facilities & Planning (1) Bass Construction

Test Methods: ASTM C138, ASTM C143, ASTM C173, ASTM C1064

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: 92081510.0017
Service Date: 01/29/09
Report Date: 02/06/09

Terracon
11555 Clay Road, Ste 100
Houston, TX 77043
713-690-8989

Client

Fort Bend County - Facilities & Planning
Attn: Don Brady
1402 Band Road Ste 100
Rosenberg, TX 77471

Project

Gus George Training Academy
1567 Ransom Rd
Richmond, TX 77469

Project Number: 92081510

Material Information

Specified Strength: 3500 psi @ 28 days

Mix ID: S55004
Supplier: Allied Concrete
Batch Time: 0947 **Plant:** 1B
Truck No.: 414 **Ticket No.:** 1323217

Sample Information

Sample Date: 01/29/09 **Sample Time:** 1025
Sampled By: Vasquez, Rigoberto
Weather Conditions: Clear
Accumulative Yards: 660 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: 5' SW of Inlet A3
Placement Location: Paving SE & SW of Bldg.

Field Test Data

Test	Result	Specification
Slump (in):	5 1/2	5±1
Air Content (%):	4.5	
Concrete Temp. (F):	62	
Ambient Temp. (F):	45	
Plastic Unit Wt. (pcf):		

Laboratory Test Data

Set No.	Specimen ID	Diameter (in)	Area (sq in)	Date Received	Specimen Weight (lbs)	Date Tested	Age at Test (days)	Maximum Load (lbs)	Compressive Strength (psi)	Fracture Type
4	A	6.00	28.27			02/05/09	7	120,970	4,280	
4	B	6.00	28.27			02/05/09	7	113,840	4,030	
								Average (7 days)	4,160	
4	C					02/26/09	28			
4	D					02/26/09	28			

Comments: Not tested for plastic unit weight.

Samples Made By: Terracon
Services: Obtain samples of fresh concrete at the placement locations (ASTM C-172), perform required field tests and cast, cure, and test compressive strength samples (ASTM C-31 (with the exception of Section 10.1.2), C-39, C-1231).
Terracon Rep.: Vasquez, Rigoberto **Started:** 0330 **Lunch / Non-Chargeable:**
Reported To: **Finished:** 1200
Contractor: Bass Construction
Report Distribution:
(1) Fort Bend County - Facilities & Planning (1) Bass Construction

Reviewed By:
Chad C. Gordon
Project Manager

Test Methods: ASTM C138, ASTM C143, ASTM C173, ASTM C1064

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

SAMPLE PICK-UP REPORT

Report Number: 92081510.0017A
Service Date: 01/30/09
Report Date: 02/04/09

Terracon
11555 Clay Road, Ste 100
Houston, TX 77043
713-690-8989

Client

Fort Bend County - Facilities & Planning
Attn: Don Brady
1402 Band Road Ste 100
Rosenberg, TX 77471

Project

Gus George Training Academy
1567 Ransom Rd
Richmond, TX 77469

Project Number: 92081510

On January 30, 2009, a Terracon representative was present at the above referenced project to obtain four (4) sets of four (4) concrete cylinders cast on January 29, 2009. The samples were returned to the laboratory for processing and proper curing as specified.

Services: Pick up of material sample as requested and/or required by the project specifications.

Terracon Rep.: Cruz, Carlos
Reported To:
Contractor: Bass Construction
Report Distribution:
(1) Fort Bend County - Facilities & Planning (1) Bass Construction

Started: 0700 **Lunch / Non-Chargeable:**
Finished: 0915

Reviewed By:

Chad C. Gordon
Project Manager

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: 92081510.0018
Service Date: 02/06/09
Report Date: 02/16/09

Terracon
11555 Clay Road, Ste 100
Houston, TX 77043
713-690-8989

Client

Fort Bend County - Facilities & Planning
Attn: Don Brady
1402 Band Road Ste 100
Rosenberg, TX 77471

Project

Gus George Training Academy
1567 Ransom Rd
Richmond, TX 77469

Project Number: 92081510

Material Information

Specified Strength: 3,000 psi @ 28 days

Mix ID: S35501
Supplier: Allied Concrete
Batch Time: 0343 **Plant:** 1A
Truck No.: 445 **Ticket No.:** 1323562

Sample Information

Sample Date: 02/06/09 **Sample Time:** 0440
Sampled By: Bustillo, Cristian
Weather Conditions: Clear
Accumulative Yards: 220 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 10
Water Added After (gal): 0
Sample Location: E-D/4.5
Placement Location: Slab on Grade A-E/1-9

Field Test Data

Test	Result	Specification
Slump (in):	7	
Air Content (%):	1.25	
Concrete Temp. (F):	69	
Ambient Temp. (F):	55	
Plastic Unit Wt. (pcf):		

Laboratory Test Data

Set No.	Specimen ID	Diameter (in)	Area (sq in)	Date Received	Specimen Weight (lbs)	Date Tested	Age at Test (days)	Maximum Load (lbs)	Compressive Strength (psi)	Fracture Type
1	A	6.00	28.27			02/13/09	7	116,110	4,110	
1	B	6.00	28.27			02/13/09	7	113,740	4,020	
								Average (7 days)	**4,070**	
1	C					03/06/09	28			
1	D					03/06/09	28			

Comments: **Not tested for plastic unit weight.**

Samples Made By: **Terracon**
Services: Obtain samples of fresh concrete at the placement locations (ASTM C-172), perform required field tests and cast, cure, and test compressive strength samples (ASTM C-31 (with the exception of Section 10.1.2), C-39, C-1231).
Terracon Rep.: Bustillo, Cristian **Started:** 0300 **Lunch / Non-Chargeable:**
Reported To: **Finished:** 0800
Contractor: Bass Construction
Report Distribution:
(1) Fort Bend County - Facilities & Planning (1) Bass Construction

Test Methods: ASTM C138, ASTM C143, ASTM C173, ASTM C1064

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: 92081510.0018
Service Date: 02/06/09
Report Date: 02/16/09

Terracon
11555 Clay Road, Ste 100
Houston, TX 77043
713-690-8989

Client

Fort Bend County - Facilities & Planning
Attn: Don Brady
1402 Band Road Ste 100
Rosenberg, TX 77471

Project

Gus George Training Academy
1567 Ransom Rd
Richmond, TX 77469

Project Number: 92081510

Material Information

Specified Strength: 3,000 psi @ 28 days

Mix ID: S35501
Supplier: Allied Concrete
Batch Time: 0426 **Plant:** 1A
Truck No.: 397 **Ticket No.:** 1323571

Sample Information

Sample Date: 02/06/09 **Sample Time:** 0535
Sampled By: Bustillo, Cristian
Weather Conditions: Clear
Accumulative Yards: 310 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 15
Water Added After (gal): 0
Sample Location: B-A/6
Placement Location: Slab on Grade A-E/1-9

Field Test Data

Test	Result	Specification
Slump (in):	7 1/2	
Air Content (%):	1.0	
Concrete Temp. (F):	69	
Ambient Temp. (F):	55	
Plastic Unit Wt. (pcf):		

Laboratory Test Data

Set No.	Specimen ID	Diameter (in)	Area (sq in)	Date Received	Specimen Weight (lbs)	Date Tested	Age at Test (days)	Maximum Load (lbs)	Compressive Strength (psi)	Fracture Type
2	A	6.00	28.27			02/13/09	7	104,090	3,680	
2	B	6.00	28.27			02/13/09	7	108,550	3,840	
								Average (7 days)	3,760	
2	C					03/06/09	28			
2	D					03/06/09	28			

Comments: Not tested for plastic unit weight.

Samples Made By: Terracon
Services: Obtain samples of fresh concrete at the placement locations (ASTM C-172), perform required field tests and cast, cure, and test compressive strength samples (ASTM C-31 (with the exception of Section 10.1.2), C-39, C-1231).
Terracon Rep.: Bustillo, Cristian **Started:** 0300 **Lunch / Non-Chargeable:**
Reported To: **Finished:** 0800
Contractor: Bass Construction
Report Distribution:
(1) Fort Bend County - Facilities & Planning (1) Bass Construction

Test Methods: ASTM C138, ASTM C143, ASTM C173, ASTM C1064

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: 92081510.0018
Service Date: 02/06/09
Report Date: 02/16/09

Terracon
11555 Clay Road, Ste 100
Houston, TX 77043
713-690-8989

Client

Fort Bend County - Facilities & Planning
Attn: Don Brady
1402 Band Road Ste 100
Rosenberg, TX 77471

Project

Gus George Training Academy
1567 Ransom Rd
Richmond, TX 77469

Project Number: 92081510

Material Information

Specified Strength: 3,000 psi @ 28 days

Mix ID: S35501
Supplier: Allied Concrete
Batch Time: 0541 **Plant:** 1A
Truck No.: 425 **Ticket No.:** 1323589

Sample Information

Sample Date: 02/06/09 **Sample Time:** 0620
Sampled By: Bustillo, Cristian
Weather Conditions: Clear
Accumulative Yards: 410 **Batch Size (cy):** 10
Placement Method: Pump
Water Added Before (gal): 15
Water Added After (gal): 0
Sample Location: E-D/9
Placement Location: Slab on Grade A-E/1-9

Field Test Data

Test	Result	Specification
Slump (in):	5	
Air Content (%):	1.75	
Concrete Temp. (F):	66	
Ambient Temp. (F):	56	
Plastic Unit Wt. (pcf):		

Laboratory Test Data

Set No.	Specimen ID	Diameter (in)	Area (sq in)	Date Received	Specimen Weight (lbs)	Date Tested	Age at Test (days)	Maximum Load (lbs)	Compressive Strength (psi)	Fracture Type
3	A	6.00	28.27			02/13/09	7	117,300	4,150	
3	B	6.00	28.27			02/13/09	7	101,860	3,600	
								Average (7 days)	3,880	
3	C					03/06/09	28			
3	D					03/06/09	28			

Comments: Not tested for plastic unit weight.

Samples Made By: Terracon
Services: Obtain samples of fresh concrete at the placement locations (ASTM C-172), perform required field tests and cast, cure, and test compressive strength samples (ASTM C-31 (with the exception of Section 10.1.2), C-39, C-1231).
Terracon Rep.: Bustillo, Cristian **Started:** 0300 **Lunch / Non-Chargeable:**
Reported To: **Finished:** 0800
Contractor: Bass Construction
Report Distribution:
(1) Fort Bend County - Facilities & Planning (1) Bass Construction

Reviewed By:
Chad C. Gordon
Project Manager

Test Methods: ASTM C138, ASTM C143, ASTM C173, ASTM C1064

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

12D

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 11, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: March 17, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Pay Application # 20810-6, in the amount of $737,860.83, from Brookstone , L.P. for Construction Services performed on the Sienna Library

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached: Pay Application

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:
Activity (If Applicable): P418B-06SIENNAL

DESCRIPTION OF LAWSON ACCOUNT: Sienna Branch Library

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

FM90163

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 20810-6

To Owner: FB County Commissioners Court
301 Jackson Street, Suite 719
Richmond, TX 77469

Project: 20810- Sienna Plantation Library
PO # 26534
R # 53537

Application No.: 6

Period To: 2/28/2009

Distribution to:
- Owner
- Architect
- Contractor

From Contractor: Brookstone, L.P.
3715 Dacoma
Houston, TX 77092

Via Architect: STOA/Golemon/Bolullo, Architects
6213 Skyline Drive, Suite 200
Houston TX 77057

Architects's Project No:

Contract For: Sienna Plantation Library

Contract Date: 8/11/2008

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract
Continuation Sheet is attached.

1. Original Contract Sum	$9,925,842.00
2. Net Change By Change Order	$390,494.00
3. Contract Sum To Date	$10,316,336.00
4. Total Completed and Stored To Date	$1,939,875.06
5. Retainage:	
a 5.00% of Completed Work	$96,993.80
b 0.00% of Stored Material	$0.00
Total Retainage	$96,993.80
6. Total Earned Less Retainage	$1,842,881.26
7. Less Previous Certificates For Payments	$1,105,020.43
8. Current Payment Due	~~$737,860.83~~
9. Balance To Finish, Plus Retainage	$8,473,454.74

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$390,494.00	$0.00
TOTALS	$390,494.00	$0.00
Net Changes By Change Order	**$390,494.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Brookstone, L.P.

By: _____ Date: 3/3/09

State of Texas County of Harris

Subscribed and sworn to before me this 3rd day of March 2009

Notary Public: _____

My Commission expires ~~September 30, 2012~~ May 27, 2010

SAMANTHA HUTCHISON
Notary Public, State of Texas
My Commission Expires 05-27-10

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 737,860.83

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6
Application Date : 2/27/2009
To: 2/28/2009
Architect's Project No.:

Invoice # : 20810-6 **Contract :** 20810- Sienna Plantation Library

A Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application (D+E)	E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
001.0000	General Conditions	335,765.00	124,233.05	26,861.20	0.00	151,094.25	45.00%	184,670.75	7,554.71
002.0000	Earthwork	150,612.00	143,081.40	4,518.36	0.00	147,599.76	98.00%	3,012.24	7,379.99
003.0000	Erosion Control	12,026.00	6,494.04	481.04	0.00	6,975.08	58.00%	5,050.92	348.76
004.0000	Fencing	37,198.00	0.00	0.00	0.00	0.00	0.00%	37,198.00	0.00
005.0000	Termite Control	1,617.00	0.00	0.00	0.00	0.00	0.00%	1,617.00	0.00
006.0000	Site Utilities	183,146.00	155,674.10	0.00	0.00	155,674.10	85.00%	27,471.90	7,783.71
007.0000	Parking Lot Striping	6,910.00	0.00	0.00	0.00	0.00	0.00%	6,910.00	0.00
008.0000	Landscaping & Irrigation	158,495.00	7,924.75	0.00	0.00	7,924.75	5.00%	150,570.25	396.24
009.0000	Building & Site Concrete	830,650.00	332,260.00	0.00	0.00	332,260.00	40.00%	498,390.00	16,613.01
010.0000	Structural Steel/Misc. Metals	1,366,970.00	75,183.35	567,292.55	0.00	642,475.90	47.00%	724,494.10	32,123.80
011.0000	Erect Structural Steel	258,270.00	0.00	2,582.70	0.00	2,582.70	1.00%	255,687.30	129.14
012.0000	Exterior Sun Screens	78,842.00	0.00	0.00	0.00	0.00	0.00%	78,842.00	0.00
013.0000	Roofing/Thermal & Moisture Protec	399,721.00	0.00	0.00	0.00	0.00	0.00%	399,721.00	0.00
014.0000	Lt Wt Deck & Fill	190,000.00	0.00	0.00	0.00	0.00	0.00%	190,000.00	0.00
015.0000	Masonry	499,550.00	0.00	0.00	0.00	0.00	0.00%	499,550.00	0.00
016.0000	Glass & Glazing / Window Wall Sys	529,970.00	0.00	0.00	0.00	0.00	0.00%	529,970.00	0.00
017.0000	Automatic Doors	13,450.00	0.00	0.00	0.00	0.00	0.00%	13,450.00	0.00
018.0000	Doors / Frames / Hardware	75,990.00	0.00	0.00	0.00	0.00	0.00%	75,990.00	0.00
019.0000	Install Doors & Hardware	13,656.00	0.00	0.00	0.00	0.00	0.00%	13,656.00	0.00
020.0000	Overhead Rolling Grilles	15,977.00	0.00	0.00	0.00	0.00	0.00%	15,977.00	0.00
021.0000	Millwork / Casework / Countertops	63,600.00	0.00	0.00	0.00	0.00	0.00%	63,600.00	0.00
022.0000	Drywall & Framing	375,025.00	0.00	0.00	0.00	0.00	0.00%	375,025.00	0.00
023.0000	Acoustical Ceilings	77,000.00	0.00	0.00	0.00	0.00	0.00%	77,000.00	0.00
024.0000	Plaster & Stucco	82,942.00	0.00	0.00	0.00	0.00	0.00%	82,942.00	0.00
025.0000	Carpet/VCT	144,650.00	0.00	0.00	0.00	0.00	0.00%	144,650.00	0.00
026.0000	Ceramic Tile	26,827.00	0.00	0.00	0.00	0.00	0.00%	26,827.00	0.00
027.0000	Raised Floor	27,023.00	0.00	0.00	0.00	0.00	0.00%	27,023.00	0.00
028.0000	Painting	53,923.00	0.00	0.00	0.00	0.00	0.00%	53,923.00	0.00
029.0000	Display Boards	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
030.0000	Louvers	9,500.00	0.00	0.00	0.00	0.00	0.00%	9,500.00	0.00
031.0000	Flagpoles	3,275.00	0.00	0.00	0.00	0.00	0.00%	3,275.00	0.00
032.0000	Signage	7,660.00	0.00	0.00	0.00	0.00	0.00%	7,660.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 6
Application Date : 2/27/2009
To: 2/28/2009
Architect's Project No.:

Invoice # : 20810-6 **Contract : 20810- Sienna Plantation Library**

A Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application (D+E)	E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
033.0000	Lockers	5,909.00	0.00	0.00	0.00	0.00	0.00%	5,909.00	0.00
034.0000	Fire Ext & Cabs	2,800.00	0.00	0.00	0.00	0.00	0.00%	2,800.00	0.00
035.0000	Toilet Partitions	11,284.00	0.00	0.00	0.00	0.00	0.00%	11,284.00	0.00
036.0000	Toilet Accessories	6,018.00	0.00	0.00	0.00	0.00	0.00%	6,018.00	0.00
037.0000	Floor Mats	2,485.00	0.00	0.00	0.00	0.00	0.00%	2,485.00	0.00
038.0000	Install Library Equip	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	0.00
039.0000	Appliances	3,101.00	0.00	0.00	0.00	0.00	0.00%	3,101.00	0.00
040.0000	Elevators	87,852.00	0.00	0.00	0.00	0.00	0.00%	87,852.00	0.00
041.0000	HVAC & Controls	1,096,421.00	0.00	0.00	0.00	0.00	0.00%	1,096,421.00	0.00
042.0000	Plumbing	342,120.00	0.00	0.00	0.00	0.00	0.00%	342,120.00	0.00
043.0000	Power / Electrical Systems	1,004,385.00	83,363.96	0.00	0.00	83,363.96	8.30%	921,021.04	4,168.20
044.0000	Cabling/Cable Tray/Data system/U	215,999.00	0.00	0.00	0.00	0.00	0.00%	215,999.00	0.00
045.0000	Audio Video Systems/Paging	203,882.00	0.00	0.00	0.00	0.00	0.00%	203,882.00	0.00
046.0000	Sprinkler System	205,200.00	0.00	12,312.00	0.00	12,312.00	6.00%	192,888.00	615.60
047.0000	FM 200 System	36,522.00	1,716.53	0.00	0.00	1,716.53	4.70%	34,805.47	85.83
048.0000	Fire Detection & Alarm System	23,731.00	0.00	0.00	0.00	0.00	0.00%	23,731.00	0.00
049.0000	Security System Wiring	2,300.00	0.00	0.00	0.00	0.00	0.00%	2,300.00	0.00
050.0000	Insurance & Bonds	196,229.00	196,229.00	0.00	0.00	196,229.00	100.00%	0.00	9,811.45
051.0000	General Contractor Fee	315,864.00	37,019.26	22,363.17	0.00	59,382.43	18.80%	256,481.57	2,969.13
052.0000	Owner's Contingency	120,000.00	0.00	0.00	0.00	0.00	0.00%	120,000.00	0.00
CO001.000	Owner CO #01 - GeoPier Fdn	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO001.0000	Owner Change Order #01	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO001.0100	GeoPier/Spread Footing Foundati	295,336.00	0.00	140,284.60	0.00	140,284.60	47.50%	155,051.40	7,014.23
CO001.0200	General Conditions Delay	95,158.00	0.00	0.00	0.00	0.00	0.00%	95,158.00	0.00
	Grand Totals	**10,316,336.00**	**1,163,179.44**	**776,695.62**	**0.00**	**1,939,875.06**	**18.80%**	**8,376,460.94**	**96,993.80**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 20810-6

To Owner:	FB County Commissioners Court 301 Jackson Street, Suite 719 Richmond, TX 77469	**Project:**	20810- Sienna Plantation Library	**Application No. :** 6 **Period To:** 2/28/2009	**Distribution to :** ☐ Owner ☐ Architect ☐ Contractor ☐ ☐
From Contractor:	Brookstone, L.P. 3715 Dacoma Houston, TX 77092	**Via Architect:**	STOA/Golemon/Bolullo, Architects 6213 Skyline Drive, Suite 200 Houston TX 77057	**Architects's Project No:**	
Contract For:	Sienna Plantation Library			**Contract Date:** 8/11/2008	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract
Continuation Sheet is attached.

1. Original Contract Sum		$9,925,842.00
2. Net Change By Change Order		$390,494.00
3. Contract Sum To Date		$10,316,336.00
4. Total Completed and Stored To Date		$1,939,875.06
5. Retainage :		
a 5.00% of Completed Work	$96,993.80	
b 0.00% of Stored Material	$0.00	
Total Retainage		$96,993.80
6. Total Earned Less Retainage		$1,842,881.26
7. Less Previous Certificates For Payments		$1,105,020.43
8. Current Payment Due		$737,860.83
9. Balance To Finish, Plus Retainage		$8,473,454.74

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$390,494.00	$0.00
TOTALS	$390,494.00	$0.00
Net Changes By Change Order	**$390,494.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Brookstone, L.P.

By: _____ Date: 3/31/09

State of Texas County of Harris

Subscribed and sworn to before me this 3rd day of March 2009

Notary Public _____

My Commission expires ~~September 30, 2012~~ May 27, 2010

SAMANTHA HUTCHISON
Notary Public State of Texas
My Commission Expires 05-27-10

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 737,860.83

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

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028.0000	Painting	53,923.00	0.00	0.00	0.00	0.00	0.00%	53,923.00	0.00
029.0000	Display Boards	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
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031.0000	Flagpoles	3,275.00	0.00	0.00	0.00	0.00	0.00%	3,275.00	0.00
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045.0000	Audio Video Systems/Paging	203,882.00	0.00	0.00	0.00	0.00	0.00%	203,882.00	0.00
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CO001.000	Owner CO #01 - GeoPier Fdn	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO001.0000	Owner Change Order #01	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
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CO001.0200	General Conditions Delay	95,158.00	0.00	0.00	0.00	0.00	0.00%	95,158.00	0.00
	Grand Totals	**10,316,336.00**	**1,163,179.44**	**776,695.62**	**0.00**	**1,939,875.06**	**18.80%**	**8,376,460.94**	**96,993.80**

12E

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 11, 2009	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: March 17, 2009	**Phone Number:** 281-633-7017

SUMMARY OF ITEM:
Approve Pay Application No.2 (Invoice # 92038946), in the amount of $77,892.65, to Tremco Weatherproofing Technologies, Inc., for damages due to Hurricane Ike, to the First Colony Library and the Fulshear Library.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached: Invoice/Pay Application

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: **Accounting Unit:** 100580888 **Account Number:**
Activity (If Applicable): P580-08IKE

DESCRIPTION OF LAWSON ACCOUNT: Hurricane Ike

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF 2

TO OWNER: Fort Bend County Texas
1402 Band Road, Ste 100
Rosenberg, TX 77471
Attn: Jaime Knight

PROJECT: First Colony & Fulshear
PO #: Contract

APPLICATION NO: 2

PERIOD TO: 13-Feb-2009

PROJECT NO: 9129371

CONTRACT DATE: 10/13/08

Distribution to:
- [X] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

CONTRACTOR: Weatherproofing Technologies,Inc. A Division of Tremco, Inc.
3735 Green Rd
Beachwood, OH 44122

CONTRACT FOR: ROOFING PO # 22459 R# 53581

OK to pay 3-5-09

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM			$ 264,309.00
2. Net change by Change Orders			$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 264,309.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 264,309.00
5. RETAINAGE:			
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00		
b. 0 % of Stored Material (Column F on G703)	$ 0.00		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 26,430.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 237,878.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 159,985.45
8. CURRENT PAYMENT DUE			$ 77,892.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			$ 26,430.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Weatherproofing Technologies, Inc.

By: _____ Date: 2/13/09

State of: Ohio County of: Lake
Subscribed and sworn to before me this 13 day of February
Notary Public: Patricia L Miller
My Commission expires:

PATRICIA L. MILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
MAY 3, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA® © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE N.W WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

INVOICE

FM90153

TREMCO
3735 GREEN ROAD, BEACHWOOD, OH 44122-5730 (216)292-5000

TREMCO WEATHERPROOFING TECHNOLOGIES, INC.

ACCOUNT NUMBER 6003141

INVOICE NO.	INVOICE DATE	DUE DATE
92038946	02/13/2009	03/15/2009

SHIP TO
FORT BEND COUNTY
4520 READING ROAD
ROSENBERG TX 77471

CHARGE TO
FORT BEND COUNTY
PO Box 1449
ROSENBERG TX 99999

CUST. P.O.: SIGNED CONTRACT
ORDER NUMBER: 35007768
TERMS: Net 30
SHIPPED FROM:
SHIP DATE:
ROUTING - IF SPECIFIED:
DELIVERY NO.:

(PLEASE MAKE ANY CORRECTIONS TO ABOVE INFORMATION)
NO RETURN MERCHANDISE UNLESS AUTHORIZED BY OUR REPRESENTATIVE

REPRESENTATIVES DAVE NABER

FREIGHT (F.O.B. SHIPPING POINT): PPA Prepay and Add

QTY	FORMULA NO. AND DESCRIPTION	UNIT QTY	PRICE	AMOUNT
1	CONTRACTING /GENERAL CONTRACTING SERVICES COUNTY OF FORT BEND-129169 FIRST COLONY & FULSHEAR LIBRARIES ROOFING REPAIRS PO# 22459 PROGRESS BILLING #2, 702/703 2/13/2009 (DK) Service Order:9129371	1 EA		77,892.65

FEB 24 2009

IF YOU WOULD PREFER TO RECEIVE YOUR INVOICES BY FAX INSTEAD OF MAIL, PLEASE CALL OUR OFFICE.

SUBTOTAL	77,892.65
SALES TAX	0.00
SHIPPING	0.00
TOTAL DUE	77,892.65

LOCAL TAX	COUNTY TAX	STATE TAX
.00	.00	.00

An RPM Company

RECEIPT OF THIS ORDER SHALL BE ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED ON THE FRONT AND BACK HEREOF. (V 6.20A1)

KADASDE

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

FORT BEND COUNTY
PO Box 1449
ROSENBERG TX 99999

ACCOUNT NUMBER: 6003141
CUST. P.O.: SIGNED CONTRACT
TERMS: Net 30

INVOICE NO.	INVOICE DATE
92038946	02/13/2009

SUBTOTAL	77,892.65
SALES TAX	0.00
SHIPPING	0.00
TOTAL DUE	**77,892.65 USD**

IF THIS ORDER IS SALES TAX EXEMPT AND WE HAVE CHARGED SALES TAX, MARK BOX AND RETURN A COMPLETED, SIGNED SALES TAX EXEMPTION CERTIFICATE WITH YOUR REMITTANCE. THANK YOU. ☐

COMMENTS: Mail check to address shown or call to pay by ACH, Check-by-Phone, Check-by-Fax, or wire transfer. Credit card accepted at time of purchase.

REMIT TO
TREMCO
P.O. BOX 931111
CLEVELAND, OH 44193-0511

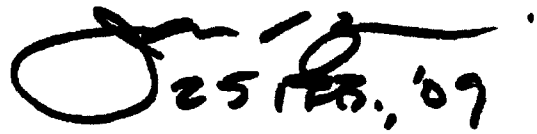
An RPM Company

Thank you for your payment. We appreciate your business.

Facilities Management & Planning Department
1402 Band Road
Rosenberg, Texas 77471
281/633-7017
281/633-7022 Fax

Work Completion Verification Form

Vendor:	**Tremco**
Purchase Order #:	
Invoice #:	**Invoice No. 92038946** **$ 77,892.65**
Contact Person:	**Dave Nabor**
Phone Number:	
Location of Work Performed:	**Hurricane Ike Repl / Repair to First Colony & Fulshear Libraries**
Date Work Completed:	**13 February, 2009**
Person Authorized to Approve Work:	**James Knight**
Position of Person Authorized to Approve Work:	**Program Manager**



FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 11, 2009	**Submitted By: Michel Davis**
	Department: Fairgrounds
Court Agenda Date: March 17, 2009	**Phone Number: 281 642 3716**

SUMMARY OF ITEM: Authorize the County Judge to approve the acceptance of $728.00, in light of depreciation of wall, in satisfaction of County's claim and execute property damage release of all claims against Innovation Event Management, L.P. for property damage sustained on October 25, 2007. Claim #FZQ0798

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO x
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES x NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO x

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up *information must be provided by Wednesday at 2:00 p.m. to all those listed below.***
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office x (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

x	Auditor	(281-341-3774)	x	Comm. Pct. 1	(281-342-0587)
x	Budget Officer	(281-344-3954)	x	Comm. Pct. 2	(281-403-8009)
x	Facilities/Planning	(281-633-7022)	x	Comm. Pct. 3	(281-242-9060)
x	Purchasing Agent	(281-341-8642)	x	Comm. Pct. 4	(281-980-9077)
x	Information Technology	(281-341-4526)	x	County Clerk	(281-341-8697)
☐	Other:		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Authorize the County Judge to approve the acceptance of $728.00, in light of depreciation of wall, in satisfaction of County's claim and execute property damage release of all claims against Innovation Event Management, L.P. for property damage sustained on October 25, 2007. Claim #FZQO798

Special Handling Requested (specify):

AGENDA ITEM

14A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/11/2009	**Submitted By:**
	Department: Health & Human Services
Court Agenda Date: 3/17/2009	**Phone Number: 281-341-**

SUMMARY OF ITEM: Approve out of state travel for Kaye Reynolds, Health & Human Services and Susan Harris, coalition member, Tobacco Free Fort Bend, to the National Conference on Tobacco or Health, Phoenix, AZ, June 9-12, 2009. Fund: Tobacco Prevention and Control Coalition Program grant.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSQN ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☑	Purchasing Agent	(281-341-8642)	☑	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☑	County Clerk	(281-341-8697)
☐	Other:		☑	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CO JUDGE BOB HEBERT Fax:2813418609 Mar 11 2009 11:11 P.01

AGENDA ITEM

148

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/11/09	**Submitted By:** Nicole Mehrens, County Attorney's Office
	Department: H.H.S. / EMS
Court Agenda Date: 03/17/09	**Phone Number:** 281-341-4555

SUMMARY OF ITEM:

Approve Renewal First Responder Agreement between Fort Bend County and Fort Bend County Emergency Services District No. 2, effective from October 1, 2008 through September 30, 2010.

RENEWAL AGREEMENT/APPOINTMENT YES ☒ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: Dr. Galloway, Health & Human Serv.		☒	County Atty.	(281-341-4557)
	Other: Daniel Kosler, EMS				

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-19-09 orig. ret. to Nicole at CO. Attorney

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS PROVIDING BASIC LIFE SUPPORT AND FORT BEND COUNTY EMERGENCY MEDICAL SERVICES

WHEREAS, the FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 2 is a political subdivision of the State of Texas, operating under Chapter 775, Texas Health & Safety Code, providing fire suppression, rescue and EMS First Responder Services through its service provider, WILLOWFORK FIRE DEPARTMENT (hereinafter "Willowfork Fire Department") and is recognized as an official EMS First Responder for FORT BEND COUNTY EMERGENCY MEDICAL SERVICE (hereinafter FORT BEND COUNTY EMS);

WHEREAS, FORT BEND COUNTY EMS is a licensed provider supplying MICU coverage twenty-four (24) hours a day to all areas within Fort Bend County, Texas; and

WHEREAS, WILLOWFORK FIRE DEPARTMENT is one of numerous different First Responder organizations augmenting the local EMS system.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, FORT BEND COUNTY EMS and the WILLOWFORK FIRE DEPARTMENT hereby agree as follows:

I.
SERVICES PROVIDED

1.01 It is hereby agreed and understood that the WILLOWFORK FIRE DEPARTMENT shall be utilized as a First Responder and dispatched to calls following current dispatch protocols and procedures as determined by FORT BEND COUNTY EMS.

1.02 The WILLOWFORK FIRE DEPARTMENT shall provide basic life support (BLS) and semi-automatic external defibrillator services to resuscitate and/or stabilize the patient(s) until arrival of FORT BEND COUNTY EMS.

1.03 The Medical Director for the semi-automatic external defibrillator is Benjamin Oei, M.D. Dr. Benjamin Oei is also the Medical Director for FORT BEND COUNTY EMS.

1.04 Basic life support (BLS) functions are, but not limited to: Patient assessment, CPR with S.A.D. Standing Orders, basic airway management, oxygen administration, bandaging and splinting, spinal immobilization, etc.

1.05 Upon arrival of FORT BEND COUNTY EMS, patient care shall be immediately transferred to the paramedics-in-charge.

II.
PROVISIONS

2.01 In accordance with Emergency Medical Service Rules, Texas Administrative Codes, Title 25, Part I, Chapter 157.14, the WILLOWFORK FIRE DEPARTMENT agrees to the following:

2.02 WILLOWFORK FIRE DEPARTMENT EMS First Responder personnel providing patient care must be certified or licensed, in an active status, by the Texas Department of Health as an Emergency Care Attendant, Emergency Medical Technician - Basic, Emergency Medical Technician - Intermediate, Emergency Medical Technician - Paramedic, or Licensed Paramedic.

2.03 WILLOWFORK FIRE DEPARTMENT EMS First Responder personnel will provide patient care following Fort Bend County Emergency Medical Service Registered First Responder Basic Life Support Protocols and accepted scope of practice.

2.04 WILLOWFORK FIRE DEPARTMENT will respond 24 hours per day, seven days a week.

2.05 WILLOWFORK FIRE DEPARTMENT EMS First Responder personnel must be identified on the scene by at least the following: Name of service, name of individual, and level of EMS certification or licensure.

2.06 WILLOWFORK FIRE DEPARTMENT will provide all necessary equipment and supplies needed to provide patient care in accordance with the protocols. Disposable or interchangeable supplies may be replaced by FORT BEND COUNTY EMS per current county policy. No delay in patient care will occur for the exchange of supplies.

2.07 WILLOWFORK FIRE DEPARTMENT will respond to calls for assistance Code-3, or emergency traffic following standard dispatch procedures. The EMS Communication Center may dispatch units in a non-emergency mode and this procedure will be followed. WILLOWFORK FIRE DEPARTMENT EMS First Responder personnel may downgrade a responding ambulance unit not on location to a non-emergency mode if the patient's condition does not warrant an emergency response. WILLOWFORK FIRE DEPARTMENT EMS First Responder personnel may cancel an ambulance en route to a scene if no emergency exists on scene and no patients are located.

2.08 Unless authorized by the Medical Director of FORT BEND COUNTY EMS, WILLOWFORK FIRE DEPARTMENT EMS First Responder personnel will not provide advanced life support procedures or carry advanced life support equipment beyond items required by the FORT BEND COUNTY EMS First Responder Protocols (i.e., Semi-Automatic External Defibrillator).

2.09 A First Responder Patient Care Report (written run record) will be provided to FORT BEND COUNTY EMS upon request. The Patient Care Report will be approved by the Medical Director of FORT BEND COUNTY EMS. WILLOWFORK FIRE DEPARTMENT will insure

that report forms are available on every scene, and properly completed for every patient, including refusal of service. A copy of the completed patient care report will be provided to FORT BEND COUNTY EMS within five (5) days of the request. WILLOWFORK FIRE DEPARTMENT will maintain copies of all patient care reports.

2.10 WILLOWFORK FIRE DEPARTMENT and personnel will be responsible for maintaining verbal and written patient confidentiality.

2.11 FORT BEND COUNTY EMS may assist the WILLOWFORK FIRE DEPARTMENT in developing an EMS Quality Improvement program for its personnel. WILLOWFORK FIRE DEPARTMENT personnel will be held to the same high standards of professional ethics, behavior, demeanor, and patient care as provided by FORT BEND COUNTY EMS personnel.

2.12 FORT BEND COUNTY EMS paramedic personnel will assume complete control of patient care upon arrival at the scene and proper transfer of care including a verbal report of assessment findings and treatment rendered. The WILLOWFORK FIRE DEPARTMENT EMS First Responder personnel will remain on scene and assist the paramedic with patient care procedures until relieved. The WILLOWFORK FIRE DEPARTMENT EMS First Responder personnel will not provide any procedure that is beyond their level of EMS certification or licensure, and will not perform any procedure not authorized by the EMS Medical Director or the First Responder Protocols.

2.13 WILLOWFORK FIRE DEPARTMENT EMS First Responder personnel may be requested to assist the paramedic in the ambulance en route to the hospital. This request will be honored unless this will leave the WILLOWFORK FIRE DEPARTMENT response territory without adequate coverage as reasonably determined by the chief officer of Willowfork Fire Department.

2.14 Fort Bend County and FORT BEND COUNTY EMS will not be responsible for patient care rendered, training accidents, injuries, disease exposure or any liability involving WILLOWFORK FIRE DEPARTMENT personnel, equipment, supplies, or vehicles.

III.
INDEPENDENT CONTRACTOR

3.01 In the performance of work or services hereunder, the WILLOWFORK FIRE DEPARTMENT is deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of the WILLOWFORK FIRE DEPARTMENT or, where permitted, of its subcontractors. The WILLOWFORK FIRE DEPARTMENT shall assume sole and exclusive responsibility for the payment of wages to employees for services performed under this agreement. The WILLOWFORK FIRE DEPARTMENT shall, with respect to said employees, be responsible for withholding federal, state, and local income taxes, paying social security taxes, unemployment insurance, and maintaining worker's compensation coverage in an amount and under such terms as required by the State of Texas Labor Code.

3.02 The WILLOWFORK FIRE DEPARTMENT and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of Fort Bend County and shall not be entitled to any of the privileges or benefits of Fort Bend County employment.

IV.
LIABILITY INSURANCE

4.01 The WILLOWFORK FIRE DEPARTMENT shall, during the entire term of this agreement, keep in force and effect a policy or general liability coverage covering all aspects of its operation, in which the limits shall not be less than $1,000,000.00 for each claim in aggregate. The policy shall name Fort Bend County as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Fort Bend County thirty (30) days prior written notice. The insurance shall be in a company and form acceptable to the Fort Bend County Risk Management department and a copy of the policy or certification of insurance shall be delivered to Fort Bend County on or before the date of this agreement.

V.
TERM

5.01 This Agreement shall be for a two-year period, beginning **October 1, 2008** and ending **September 30, 2010**, unless terminated or amended by either party.

5.02 This agreement may be terminated for any reason, by either party, by giving thirty (30) days written notice to the other party.

5.03 This agreement must be renewed in writing by the parties. Otherwise, the same automatically terminates on such dates.

VI.
MISCELLANEOUS

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

6.02 Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

6.03 Neither party may assign any rights nor obligations under this agreement without the prior written consent of the other party to the agreement.

6.04 In the event of one or more of the provisions contained in this agreement 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 agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

VII.
NOTICES

7.01 Notices, correspondence, and all other communications shall be addressed to Fort Bend County and submitted to the following representative:

To **COUNTY**:

FORT BEND COUNTY EMS
Attention: Daniel Kosler, Director
4336 Highway 36
Rosenberg, Texas 77471

To **FORT BEND COUNTY ESD #2**:

Fort Bend County Emergency Services District No. 2
Attn: Coveler & Katz, P.C.
Two Memorial City Plaza
820 Gessner, Suite 1710
Houston, Texas 77024-8261

Copy To:

24655 Westheimer Parkway

WILLOWFORK FIRE DEPARTMENT
Attention: Fire Chief
~~4023 South Mason Road~~
Katy, Texas ~~77450~~ 77494

7.02 It is further agreed and understood the Fort Bend County and Fort Bend County Emergency Medical Service will have full authority and discretion to implement and enforce this agreement.

VIII.
ADDITIONAL AGREEMENTS

The parties agree that they shall execute any and all provider and/or affiliate agreements required in order to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereto and the standards, requirements and specifications promulgated by the Secretary at 45 CFR .Section 160 subparts A and E (the "Privacy Rule") and other applicable HIPPA laws and regulations. Such additional agreements shall be reflected by a separate instrument of even, contemporaneous or later date herewith.

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below:

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 3-17-09

ATTEST:

_____
Dianne Wilson, County Clerk

EMS MEDICAL DIRECTOR

By: _____
Benjamin Oei, M.D., FACEP

Date: 3/4/2009

FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: _____
District Board President

Date: 2-18-2009

ATTEST:

_____

GDD/nh: EMS- FRA.ESD No.2.Willowfork: 1341- (06/09/08)

15A

FORT BEND COUNTY FY 2009
AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 11, 2009	**Submitted By: Kent Edwards**
	Department: Human Resources
Court Agenda Date: March 17, 2009	**Phone Number: 281-341-8631**

SUMMARY OF ITEM: Approve withdrawal application from the Shared Sick Leave Pool as follows:

Employee of Juvenile Probation, Position # 5751-0086 80 hours

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☐	Facilities/Planning	(281-633-7022)	x	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	x	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	x	County Clerk	(281-341-8697)
x	Other: Drainage		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Kent M. Edwards, PHR
Director of Human Resources

TO: Judge Robert Hebert
Commissioner Richard Morrison
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson

FROM: Kathy Novosad
Human Resources Generalist

SUBJECT: Commissioners Court Agenda Item
Withdrawal Application, Shared Sick Leave Pool

DATE: March 11, 2009

As provided by Section 712 of the Fort Bend County Employee Information Manual, Shared Sick Leave Pool, the administrative committee of the Pool is submitting this request for the March 17, 2009 session of Commissioners Court. Two employees have submitted a request to withdraw hours from the Pool to cover absences due to their own serious health condition.

The committee has reviewed the withdrawal application and found the employee to be eligible to withdraw hours from the Pool. The committee recommends withdrawal as follows:

Employee of Juvenile Probation # 5751-0086 80 hours

Please contact Kathy Novosad at 281-341-8624 if you have any questions.

FORT BEND COUNTY
SHARED SICK LEAVE POOL WITHDRAWAL FORM

TO: Shared Sick Leave Pool Administrator
c/o Human Resources Department

FROM: _____ DEPARTMENT NAME: Juvenile

DATE: 3-2-09

SUBJECT: Withdrawal from Shared Sick Leave Pool

I am requesting approval to withdraw sick leave from the Shared Sick Leave Pool for the purpose of covering time spent away from work due to my serious medical condition. I estimate that the amount of sick leave needed will be 80 +/- hours.

I am a member of the Shared Sick Leave Pool, having made the minimum donation of 8 hours of sick leave. I understand that I must first exhaust all of my own accrued sick and vacation leave prior to withdrawing from the Pool. I also understand that I must meet the criteria as specified in Section 712, Shared Sick Leave Pool, of the Employee Information Manual, in order to withdraw from the Pool.

I have attached the FMLA form *Certification of Health Care Provider* in support of my request.

Requestor's Signature: _____ Date: _____

Department Head Signature: Mike Meade Date: 3-2-09
HP

For Pool Admin Use Only	
Date of committee review:	
Court approval date:	
Payroll notified:	
Department notified:	
Employee notified:	

Current Position:	Cook_Juvenile Prob
Position Number:	5751-0086
Length of Service:	9 yr 4 mos
Date began FMLA:	2/4/2009
FMLA expires:	4/29/2009
Sick Leave used:	123
Vacation used:	86
Comp time used:	0
Involuntary LOA:	n/a

AGENDA ITEM

158

FORT BEND COUNTY FY 2009
AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 11, 2009	Submitted By: Kent Edwards
	Department: Human Resources
Court Agenda Date: March 17, 2009	Phone Number: 281-341-8631

SUMMARY OF ITEM: Approve withdrawal application from the Shared Sick Leave Pool as follows:

Employee of Sheriff's Office, Position # 5601-0306 146 hours

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office x (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

x	Auditor	(281-341-3774)	x	Comm. Pct. 1	(281-342-0587)
x	Budget Officer	(281-344-3954)	x	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	x	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	x	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	x	County Clerk	(281-341-8697)
x	Other: Drainage		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 2/27/2008	**Submitted By: Karen Hajdik**
	Department: #4551 JP 1-1
Court Agenda Date: 3/17/2009	**Phone Number: 979-793-3403**

SUMMARY OF ITEM: Record into the minutes the Certificates of Course Completion awarded to Judge Gary D. Janssen for the Texas Open Meetings and Public Information Training.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached: *Copy of Certificate*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☒

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**

Activity (If Applicable):

Instructions to submit Agenda Request Form:
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☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Gary D. Janssen**, certify that I have
completed a course of training on the Texas Public Information Act that satisfies the
legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 23rd day of February, 2009.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 09-112108P

AGENDA ITEM

FORT BEND COUNTY FY 2008 9

COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office 17

Date Submitted: Feb25,2009
Court Agenda Date: ~~Mar 3~~, 2009
Mar 17, 2009

Department: Parks/Fairgrounds
Phone Number: 281 642 3716.

SUMMARY OF ITEM: Approve Pay Application for Evan Construction/ Fairground Expansion in the amount of $25000.00 for construction services regarding Fairground Pavilion Expansion. (Final Payment)

RENEWAL AGREEMENT/APPOINTMENT: YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO
List Supporting Documents Attached: Yes

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO x

FUNDNG SOURCE: Accounting Unit:100687888 Account Number: 64500

REQUIRES AUDITOR TO CERTIFY FUNDS: YES X NO

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☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

PAYMENT APPLICATION

TO:	County Auditor 301 Jackson Richmond, Texas 77469 Attn:	PROJECT NAME AND LOCATION:	K820 Exhibition Building Expansion 4310 Highway 36 Rosenberg, Texas 77471	APPLICATION #	4
FROM:	Evans Construction P. O. Box 1857 Sugar Land, Texas 77487	ARCHITECT:		PERIOD THRU:	02/03/2009
FOR:	Fairground Exhibition Expansion			PROJECT #s:	P.O. 20618
				DATE OF CONTRACT:	09/05/2008

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1.	**CONTRACT AMOUNT**		$250,000.00
2.	**SUM OF ALL CHANGE ORDERS**		$0.00
3.	**CURRENT CONTRACT AMOUNT**	(Line 1 +/- 2)	$250,000.00
4.	**TOTAL COMPLETED AND STORED** (Column G on Continuation Page)		$250,000.00
5.	**RETAINAGE:**		
	a. 0.00% of Completed Work (Columns D + E on Continuation Page)	$0.00	
	b. 0.00% of Material Stored (Column F on Continuation Page)	$0.00	
	Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$0.00
6.	**TOTAL COMPLETED AND STORED LESS RETAINAGE** (Line 4 minus Line 5 Total)		$250,000.00
7.	**LESS PREVIOUS PAYMENT APPLICATIONS**		$225,000.00
8.	**PAYMENT DUE**		**$25,000.00**
9.	**BALANCE TO COMPLETION** (Line 3 minus Line 6)	$0.00	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES	$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Evans Construction

By: _____ Date: 2-3-09

State of: Texas

County of: Ft. Bend

Subscribed and sworn to before me this 3rd day of February 2009

DIANA G. JONES
MY COMMISSION EXPIRES
June 5, 2010

Notary Public: Diana G. Jones

My Commission Expires: June 5, 2010 Diana G. Jones

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... _____

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

RECEIVED
FEB 6 2009
County Auditor

CONTINUATION PAGE

PROJECT: K820
Exhibition Building Expansion

APPLICATION #: 4
DATE OF APPLICATION: 02/03/2009
PERIOD THRU: 02/03/2009
PROJECT #s: P.O. 20618

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Design	$47,500.00	$47,500.00	$0.00	$0.00	$47,500.00	100%	$0.00	
2	Foundation	$76,740.00	$76,740.00	$0.00	$0.00	$76,740.00	100%	$0.00	
3	Pavilion Addition	$62,457.00	$62,457.00	$0.00	$0.00	$62,457.00	100%	$0.00	
4	Existing Pavilion	$23,980.00	$23,980.00	$0.00	$0.00	$23,980.00	100%	$0.00	
5	Insulation	$13,823.00	$13,823.00	$0.00	$0.00	$13,823.00	100%	$0.00	
6	Electrical	$4,200.00	$4,200.00	$0.00	$0.00	$4,200.00	100%	$0.00	
7	Gas/Water Line	$3,800.00	$3,800.00	$0.00	$0.00	$3,800.00	100%	$0.00	
8	Bond	$7,500.00	$7,500.00	$0.00	$0.00	$7,500.00	100%	$0.00	
9	OV/P	$10,000.00	$10,000.00	$0.00	$0.00	$10,000.00	100%	$0.00	
	TOTALS	$250,000.00	$250,000.00	$0.00	$0.00	$250,000.00	100%	$0.00	

Quantum Software Solutions, Inc. Document

RELEASE

Evans Construction
P. O. Box 1857
Sugar Land, Texas 77487

TO: County Auditor
301 Jackson
Richmond, Texas 77469

Re: Exhibition Building Expansion at the Fort Bend County Fairgrounds/Purchase Order # 20618

The undersigned hereby certifies that he has paid in full an satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness, claims, and/or damages arising in any manner in connection with the performance of the contract referenced above for which the Owner or his property might in any way be held responsible. The undersigned hereby warrants the premises of the above named project: and undersigned hereby waives any and all claims of whatsoever kind or nature against the Owner and against the building, improvement, or project, and the land on which the project is located for any labor, materials, or supplies furnished, or services rendered in connection with the above mentioned improvement or project.

Evans Construction guarantees the work on the above referenced project from one year of the date of substantial completion. Substantial completion date is January 13, 2009

EVANS CONSTRUCTION

By: _____ Date: 2-3-09
Ross A. Evans

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day, February 3, 2009, appeared Ross A. Evans, Owner of Evans Construction, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND seal of office the date of February 3, 2009

_____
Diana G. Jones
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

DIANA G. JONES
MY COMMISSION EXPIRES
June 5, 2010

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3-10-2009	**Submitted By: Yvette R. Maldonado**
	Department: Public Transportation
Court Agenda Date: 3-17-2009	**Phone Number: 281-633-7433 Ext 5**

SUMMARY OF ITEM:

Approve correction to Agenda Item 28A, an Agreement between Fort Bend County and Milligan & Company L.L.C. for Triennial Review Services, approved by Commissioners Court on February 24, 2009, to change the amount from $61,000 to $61,900.

Paul J. Stewart
Assistant County Attorney
Fort Bend County
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone No. 281-341-4555
Fax No. 281-341-4557
stewapau@co.fort-bend.tx.us

3) *Contract Agreement*
4) *Public Hearing and Award Letter*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ **NO** ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSQM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-8060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Mar 13 2009 9:40 Fax:2813418609 CO JUDGE BOB HEBERT P.01

19 A

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

4520 Reading Road
Rosenberg TX 77471

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

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Commissioners Court on March 17, 2009

Consent Agenda:

Authorize advertising for bids/proposals for chiller replacement at Jane Long Annex. 19 A

19 B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**03/11/2009**	**Submitted By: Mary Reveles**
		Department: PURCHASING
Court Agenda Date:	**03/17/2009**	**Phone Number: 341-4554**

SUMMARY OF ITEM:

PURCHASING – CONSENT AGENDA

Take all appropriate action to accept resignation from Crain Zamora, LLC as program manager for facility bond projects, as stated in letter dated March 3, 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached: Resignation letter

FINANCIAL SUMMARY:BUDGETED ITEM: YES ☐ NO ☐ N/A

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: N/A

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☐	**Information Technology**	**(281-341-4526)**	☒	**County Clerk**	**(281-341-8697)**
☐			☒	**County Atty**	**(281-341-4557)**

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

FM90176

Crain Zamora

March 3, 2009

Via Hand Delivery

Mr. Don Brady
Director of Facilities Management & Planning
FORT BEND COUNTY
1402 Band Road, Suite 100
Rosenberg, Texas 77471

Re: Program Management Agreement by and between Fort Bend County and Crain Zamora, L.L.C.

Dear Mr. Brady:

Due to our desire to eliminate any possible appearance of conflict of interest between possible roles Crain Zamora, L.L.C may have in providing its services to Fort Bend County, let it be known that if chosen for contract negotiations to Design/Build the new Parking Garage project, Crain Zamora would immediately resign its program management responsibilities for all projects referenced in the captioned Agreement including any amendments.

We greatly appreciate the opportunity to be of service to the County and wish to maintain and further our working relationship. We feel that it will be in the County's best interest, and that of your staff, if we were to avoid simultaneous performance of responsibilities as program manager for certain projects and role of contractor, if asked to negotiate a contract to build the garage.

Respectfully,

Brad Crain
President

cc: file

MAR - 6 2009

MAR 05 2009
Stephanie

2635 Miller Ranch Road Pearland, Texas 77584 713.436.8727 (o) 713.436.8730 (f) www.crainzamora.com

AGENDA ITEM

20

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/11/08	**Submitted By:** Nicole Mehrens, County Attorney's Office
	Department: Road & Bridge
Court Agenda Date: 03/17/09	**Phone Number:** 281-341-4555

SUMMARY OF ITEM:

Take all appropriate action on Renewal Fuel Agreements between Fort Bend County and City of Sugar Land, Kendleton Independent School District, and City of Arcola, effective through September 30, 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☒ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: Marc Grant, FBC Road & Bridge		☒	County Atty.	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-19-09 orig. ret. to Nicole at CO Attorney

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF ARCOLA

THIS AGREEMENT, entered into by and between **Fort Bend County, Texas,** a body corporate and politic, acting herein by and through Commissioners Court ("**County**") and the **City of Arcola,** a municipal corporation of the State of Texas, acting herein by and through the City Council ("**City**").

WHEREAS, City desires the **County's** assistance in the refueling of its vehicles; and,

WHEREAS, the **County** desires to assist **City** by allowing said vehicles to be fueled at the Fort Bend County fuel depot located in Arcola, Texas; and,

WHEREAS, the governing body of **City** has duly authorized this Agreement; and,

WHEREAS, the governing body of **County** has duly authorized this Agreement; 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;

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

I.
FAIR COMPENSATION

The **County** will provide **City** gasoline through a system designed to ensure accountability by **City** using receipts and monthly billing for the gasoline at the same price the **County** was able to purchase. **County** will invoice, including two cents (2¢) per gallon administrative fee for gasoline received by **City**. **City** will pay any invoice within ten (10) days of receipt.

II.
INDEMNIFICATION

City agrees, to the extent allowed by law, to indemnify and hold the **County** harmless with respect to any claim, demand or suit arising out of **City's** activities under this Agreement.

III.
TERM

Either party may terminate, with or without cause, by giving at least ten (10) days written notice to the other party. The terms of this Agreement shall be effective on the date signed by the last party hereto and will terminate on **September 30, 2009.** The indemnification provision of Section II shall survive the termination of this Agreement.

City further agrees and understands that if **County's** fuel supplier(s) ration, limit or reduce **County's** fuel supply, **City** will be given notice of the reduced amount for **City's** consumption; or in the event **County's** fuel supply is drastically reduced, as determined by **County,** the Agreement may be subject to cancellation upon 10 days notice to **City**.

IV.
LIABILITY COVERAGE

City agrees to maintain General Liability Coverage with limits of not less than $1,000,000 per occurrence, $2,000,000 in aggregate, and to provide the **County** with a certificate reflecting these limits.

COVERAGE SHALL BE WITH A COMPANY ACCEPTABLE TO THE FORT BEND COUNTY RISK MANAGEMENT DEPARTMENT AND A COPY OF THE POLICY OR CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO COUNTY ON OR BEFORE THE DATE OF THIS AGREEMENT. All coverage specified shall remain in effect during the term of this Agreement. Any termination of coverage shall result in immediate termination of this agreement.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties. The Agreement will begin on the date approved by both parties in writing. Both parties waive liability for causes beyond parties' control, not the result of negligence. Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed to **Fort Bend County Commissioners Court** and submitted to the following representative:

Fort Bend County
301 Jackson, Suite 719
Arcola, Texas 77469
Attn: Robert E. Hebert, County Judge

Notices to **City** shall be delivered to:

City of Arcola
13222 Highway 6
Arcola, Texas 77583
Attention: Mayor

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

CITY OF ARCOLA

By: Mary Etta Anderson
Mayor

Date: 2-11-2009

ATTEST: Sally Canton
City Secretary

FORT BEND COUNTY

By: Robert E. Hebert
Robert E. Hebert, County Judge

Date: 3-17-09

ATTEST: Dianne Wilson
Dianne Wilson, County Clerk

GDD/nh:fuel.agr.Arcola:1310-fuel (12/16/08; revised 01/12/09)

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF ARCOLA

On this the 17 day of March, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Agreement between **Fort Bend County** and **City of Arcola** for the purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

TML INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

RECORDED ON 3-22-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

TML-IRP Contract Number: 6131

Member:
Arcola
Honorable Mary Etta Anderson
Mayor
13222 State Hwy 6
Arcola,Texas 77583-2016

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

Fort Bend County
Attn: Robert E. Hebert, County Judge
301 Jackson Ste. 719
Arcola, Texas 77469

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.

General Liability
Effective Date: 10/1/2008
Anniversary Date: 10/1/2009
Limits of Liability (Each Occurrence): $2,000,000
Sudden Events Involving Pollution (Each Occurrence):
Annual Aggregate: $4,000,000
Deductible per Occurrence: $1,000

Law Enforcement Liability
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Annual Aggregate:
Deductible per Occurrence:

Errors and Omissions Liability
Effective Date:
Anniversary Date:
Limits of Liability(Each Wrongful Act):
Annual Aggregate:
Deductible per Occurrence:

Auto Liability
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Deductible per Occurrence:

Auto Physical Damage
Effective Date:
Anniversary Date:
Limits of Liability:
Collision Deductible:
Comprehensive Deductible:

	Yes	No
Loss Payee:	X	

Real & Personal Property
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

Mobile Equipment
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

Boiler & Machinery - Broad Form
Effective Date:
Anniversary Date:
Per Accident Limit:
Deductible per Occurrence:

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	VIN	Value

DESCRIPTION:
Evidence of coverage

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Authorized Representative Linda Stanko

Date Issued 2/12/2009

X102
10/15/08

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF SUGAR LAND

THIS AGREEMENT, entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through Commissioners Court ("**County**") and the **City of Sugar Land**, a municipal corporation of the State of Texas, acting herein by and through their City Council ("**City**")

WHEREAS, City desires the County's assistance in the refueling of its vehicles; and

WHEREAS, the **County** desires to assist **City** by allowing said vehicles to be fueled in at the Fort Bend County fuel depot located in Richmond, Texas; and,

WHEREAS, the governing body of **City** has duly authorized this Agreement; and,

WHEREAS, the governing body of **County** has duly authorized this Agreement; 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;

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

I.
FAIR COMPENSATION

The **County** will provide **City** gasoline through a system designed to ensure accountability by **City** using receipts and monthly billing for the gasoline at the same price the **County** was able to purchase. **County** will invoice, including two cents (2¢) per gallon administrative fee for gasoline received by **City**. **City** will pay any invoice within ten (10) days of receipt.

II.
INDEMNIFICATION

City agrees, to the extent allowed by law, to indemnify and hold the **County** harmless with respect to any claim, demand or suit arising out of **City's** activities under this Agreement.

III.
TERM

Either party may terminate, with or without cause, by giving at least ten (10) days written notice to the other party. The terms of this Agreement shall be effective on the date signed by the last party hereto and will terminate on **September 30, 2009**. The indemnification provision of Section II shall survive the termination of this Agreement.

City further agrees and understands that if **County's** fuel supplier(s) ration, limit or reduce **County's** fuel supply, **City** will be given notice of the reduced amount for **City's** consumption; or in the event **County's** fuel supply is drastically reduced, as determined by **County,** the Agreement may be subject to cancellation upon 10 days notice to **City**.

IV.
LIABILITY COVERAGE

City agrees to maintain General Liability Coverage with limits of not less than $1,000,000 per occurrence, $2,000,000 in aggregate, and to provide the **County** with a certificate reflecting these limits.

COVERAGE SHALL BE WITH A COMPANY ACCEPTABLE TO THE FORT BEND COUNTY RISK MANAGEMENT DEPARTMENT AND A COPY OF THE POLICY OR CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO COUNTY ON OR BEFORE THE DATE OF THIS AGREEMENT. All coverage specified shall remain in effect during the term of this Agreement. Any termination of coverage shall result in immediate termination of this agreement.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties. The Agreement will begin on the date approved by both parties in writing. Both parties waive liability for causes beyond parties' control, not the result of negligence. Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed to **Fort Bend County Commissioners Court** and submitted to the following representative:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

Notices to **City** shall be delivered to:

City Hall
City Secretary Department
2700 Town Center Blvd. North
Sugar Land, Texas 77479

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

CITY OF SUGAR LAND

By: _____
Title: City Manager
Date: February 17, 2009

ATTEST:

_____
City Secretary

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 3-17-09

ATTEST:

_____
Dianne Wilson, County Clerk

GDD/nh: Fuel.Agr.SUGAR LAND: 1310-fuel (12/16/08; revised 01/12/09)

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF SUGAR LAND

On this the 17 day of March, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Agreement between **Fort Bend County** and **City of Sugar Land** for the purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

AS PER ORIGINAL

Entity Name . . . . . Sugar Land
Entity ID 7115
Contract Type / ID . . LIAB / 10 10-01-08 to 10-01-09

LIABILITY DECLARATIONS OF COVERAGE

GENERAL LIABILITY

Limits of Liability	: $	10,000,000	Each Occurrence
Sudden Events Involving Pollution	: $	2,000,000	Each Occurrence
	: $	10,000,000	Annual Aggregate
Deductible	: $	10,000	Each Occurrence
Annual Contribution	: $		Effective : 10-01-08
Billable Contribution	: $		Anniversary: 10-01-09

LAW ENFORCEMENT LIABILITY

Limits of Liability	: $	10,000,000	Each Occurrence
	: $	10,000,000	Annual Aggregate
Deductible	: $	10,000	Each Occurrence
Annual Contribution	: $		Effective : 10-01-08
Billable Contribution	: $		Anniversary: 10-01-09

ERRORS & OMISSIONS LIABILITY

Limits of Liability	: $	10,000,000	Each Wrongful Act
	: $	10,000,000	Annual Aggregate
Deductible	: $	10,000	Deductible Each Wrongful Act
Annual Contribution	: $		Effective : 10-01-08
Billable Contribution	: $		Anniversary: 10-01-09

TOTAL CONTRIBUTION

Total Billable Contribution : $

Contract Effective : 10-01-08
Contract Anniversary: 10-01-09

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Entity Name . . . . . Sugar Land
Entity ID 7115
Contract Type / ID . . LIAB / 10 10-01-08 to 10-01-09

AUTOMOBILE DECLARATIONS OF COVERAGE

AUTOMOBILE LIABILITY

Limit of Liability	: $	2,000,000	Each Occurrence
Medical Payments Limit	: $	25,000	Each Person
Deductible	: $	10,000	Each Occurrence
Annual Contribution	: $		Effective : 10-01-08
Billable Contribution	: $		Anniversary: 10-01-09

AUTOMOBILE PHYSICAL DAMAGE

Limit of Coverage	: Per Schedule and Endorsements		
Deductibles	: $	1,000	Each Vehicle
	: $	10,000	*Each Occurrence
Annual Contribution	: $		Effective : 10-01-08
Billable Contribution	: $		Anniversary: 10-01-09

AUTOMOBILE CATASTROPHE

* * * * Coverage Not Selected * * * *

TOTAL CONTRIBUTION

Total Billable Contribution : $

Contract Effective: 10-01-08
Contract Anniversary: 10-01-09

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

* Automobile Physical Damage Each Occurrence Deductible does not apply to hail.

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND KENDLETON INDEPENDENT SCHOOL DISTRICT

THIS AGREEMENT, entered into by and between Fort Bend County, Texas, a body corporate and politic, acting herein by and through Commissioners Court ("**County**") and Kendleton Independent School District, hereinafter referred to as "**District**".

WHEREAS, the **District** desires the County's assistance in the refueling of its vehicles; and;

WHEREAS, the **County** desires to assist the **District** by allowing said vehicles to be fueled in at the Fort Bend County fuel depot located in Richmond, Texas; and,

WHEREAS, the governing body of the **District** has duly authorized this Agreement; and

WHEREAS, the governing body of the **County** has duly authorized this Agreement; 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.

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

I.
FAIR COMPENSATION

The **County** will provide **District** gasoline through a system designed to ensure accountability by **District** using receipts and monthly billing for the gasoline at the same price the **County** was able to purchase. **County** will invoice, including two cents (2¢) per gallon administrative fee for gasoline received by **District**. **District** will pay any invoice within ten (10) days of receipt.

II.
INDEMNIFICATION

District agrees, to the extent allowed by law, to indemnify and hold the **County** harmless with respect to any claim, demand or suit arising out of **District's** activities under this Agreement.

III.
TERM

Either party may terminate, with or without cause, by giving at least ten (10) days written notice to the other party. The terms of this Agreement shall be effective on the date signed by the last party hereto and will terminate on **September 30, 2009**. The indemnification provision of Section II shall survive the termination of this Agreement.

District further agrees and understands that if **County's** fuel supplier(s) ration, limit or reduce **County's** fuel supply, **District** will be given notice of the reduced amount for **District's** consumption; or in the event **County's** fuel supply is drastically reduced, as determined by **County,** the Agreement may be subject to cancellation upon 10 days notice to **District.**

IV.
LIABILITY COVERAGE

District agrees to maintain General Liability Coverage with limits of not less than $1,000,000 per occurrence, $2,000,000 in aggregate, and to provide the **County** with a certificate reflecting these limits.

District agrees to maintain Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount for bodily injury of $100,000 each person, $300,000 each accident, and a minimum amount for property damage of $100,000 each accident.

COVERAGE SHALL BE WITH A COMPANY ACCEPTABLE TO THE FORT BEND COUNTY RISK MANAGEMENT DEPARTMENT AND A COPY OF THE POLICY OR CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO COUNTY ON OR BEFORE THE DATE OF THIS AGREEMENT.

County and County Commissioners shall be named as additional insured to all required coverage. All coverage specified shall remain in effect during the term of this Agreement. Any termination of coverage shall result in immediate termination of this agreement.

V.
MISCELLANEOUS

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties. The Agreement will begin on the date approved by both parties in writing. Both parties waive liability for causes beyond parties' control, not the result of negligence. Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed to **Fort Bend County Commissioners Court** and submitted to the following representative:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

Notices to **District** shall be delivered to:

Kendleton Independent School District
Attn: Superintendent
P.O. Box 705
Kendleton, Texas 77451

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

KENDLETON INDEPENDENT SCHOOL DISTRICT

By: Mildred K. West Ph.D
Superintendent

Date: 2.23.09

ATTEST:

Beverly Simmons
Secretary

FORT BEND COUNTY

By: Robert E. Hebert
Robert E. Hebert, County Judge

Date: 3-17-09

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

MER/GDD/nm: Fuel Agr.KISD: 1310-fuel (12/16/08; revised 01/12/09; revised 02/05/09; revised 02/11/09)

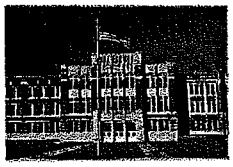
STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE FUEL AGREEMENT BETWEEN FORT BEND COUNTY AND KENDLETON INDEPENDENT SCHOOL DISTRICT

On this the 17 day of March, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Prestage, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge be and is hereby authorized to execute the Agreement between **Fort Bend County** and **Kendleton Independent School District** for purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.

TEXAS SCHOOLS PROPERTY CASUALTY COOPERATIVE



TEXAS SCHOOLS COOPERATIVE
Texas Schools Property & Casualty Cooperative
Intergovernmental Risk Pool

GENERAL LIABILITY COVERAGE DOCUMENT
DECLARATIONS

Agreement Number: TSPC 0058 R08
Effective Date: 03/31/2008 Expiration Date 3/31/2008

MEMBER NAME AND MAILING ADDRESS
Kendleton Independent School District
P.O. Box 705
Kendleton, TX 77451

IN RETURN FOR THE PAYMENT OF THE CONTRIBUTION, AND SUBJECT TO ALL THE TERMS OF THIS COVERAGE AGREEMENT, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF LIABILITY		**Deductible**
General Aggregate Limit (Other Than Products-Completed Operat	**$1,000,000**	
Products-Completed Operations Aggregate Limit	**$1,000,000**	1,000
Personal and Advertising Injury Limit	**$1,000,000**	1,000
Employee Benefits Liability	**$100,000**	1,000
Bodily Injury and Property Damage, Each Occurrence Limit	**$1,000,000**	1,000
Fire Damage Limit	**$500,000**	1,000

DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES

Form Of Business

Individual Joint Venture Partnership X Other Organization

Business Description: Public School System

Location of All Premises You, Own, Rent or Occupy: **See Schedule of Locations & Values on file with Company**

Total Contribution $327.00

Contribution shown is payable: **$327.00** at inception

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this coverage Part and made a part of this Coverage Agreement at time of issue:
SEE FORMS LIST
Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the coverage agreement.

THESE DECLARATIONS AND THE COMMON COVERAGE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON COVERAGE CONDITIONS, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED AGREEMENT.

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

BUSINESS AUTO COVERAGE FORM DECLARATIONS

Agreement Number: TSPC 0058 R08



TEXAS SCHOOLS COOPERATIVE
Texas Schools Property & Casualty Cooperative
Intergovernmental Risk Pool

Item One: Member and Mailing Address

Kendleton Independent School District
P.O. Box 705
Kendleton, TX 77451

Coverage Agreement Period From 2/05/2008 To 2/05/2009

Form of Business Public School System

IN RETURN FOR THE PAYMENT OF THE CONTRIBUTION, AND SUBJECT TO ALL THE TERMS OF THIS COVERAGE AGREEMENT, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item Two: Schedule of Coverages And Covered Autos — Schedule and values of vehicles on file with the Company

COVERAGES	COVERED AUTOS	LIMIT	Deductible	CONTRIBUTION
LIABILITY				
Bodily Injury	(1) All Owned and or Leased Automobiles	$100,000 Each Person $300,000 Each Accident	$250.00	
Property Damage		$100,000 Each Accident		$455.00
Combined Liability		$ Each Accident		
Personal Injury Protection		N/A		
Auto Medical Payments		$5,000	$500	$128.00
Uninsured / Underinsured Motorists				
Bodily Injury	(1) All Owned and or Leased Automobiles	N/A Each Person N/A Each Accident		
Property Damage		N/A Each Accident		
Combined Liability		$ Each Accident		
Physical Damage Comprehensive Coverage		Stated Amount, Actual Cash Value or Cost of Repair, Whichever is Less minus $ Ded. For Each Covered Auto But No Ded. Applies to Loss Caused by Fire or Lighting		
Physical Damage Specified Causes of Loss Coverage		Stated Amount, Actual Cash Value or Cost of Repair, Whichever is Less minus $ 250 Ded. For Each Covered Auto		$377.00
Physical Damage Collision Coverage		Stated Amount, Actual Cash Value or Cost of Repair, Whichever is Less minus $ 250 Ded. For Each Covered Auto But No Ded. Applies to Loss Caused by Fire or Lighting		Included

Endorsements Attached to this Coverage form:
See forms List

Estimated Total Premium $960.00

Contribution shown is payable: $960 at inception

These Declarations together With The Common Coverage Conditions, Coverage Form (s) And forms And Endorsements, If Any, Issued To Form a Part Thereof, Complete the Above Numbered Policy.

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM 21
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/05/09	**Submitted By: Milton Wright, Sheriff**
	Department: Sheriff's Office
Court Agenda Date: 03/17/09	**Phone Number: 281-341-4700**

SUMMARY OF ITEM: Request that Commissioners Court accept as a matter of Record, the attached 2008 Racial Profiling Reports.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO X

List Supporting Documents Attached: *Table 1, Table 2 and Table 3*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO X

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

COUNTY JUDGE
RECEIVED
MAR 06 2009

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☑ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Fort Bend County Sheriff's Office
Racial Profiling Statistical Report
January 1, 2008 to December 31, 2008

Table 1: Detention Disposition by Race

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	African	% of Race	% of Disposition
Arrested	11	0.3%	2.4%	136	1.4%	29.2%
Released	128	3.2%	6.1%	479	5.0%	22.8%
Cited	774	19.1%	11.6%	1642	17.0%	24.5%
Warned (Written)	3140	77.5%	10.8%	7419	76.7%	25.5%
	4053 Total	**100.0% of Race**	**10.6% of all Detentions**	**9676 Total**	**100.0% of Race**	**25.2% of all Detentions**

Disposition	Hispanic	% of Race	% of Disposition	Caucasian	% of Race	% of Disposition
Arrested	184	1.8%	39.5%	135	0.9%	29.0%
Released	631	6.0%	30.0%	863	6.1%	41.1%
Cited	2225	21.3%	33.2%	2057	14.5%	30.7%
Warned (Written)	7411	70.9%	25.4%	11169	78.5%	38.3%
	10451 Total	**100.0% of Race**	**27.2% of all Detentions**	**14224 Total**	**100.0% of Race**	**37.0% of all Detentions**

Disposition	Native American	% of Race	% of Disposition
Arrested	0	0.0%	0.0%
Released	0	0.0%	0.0%
Cited	1	100.0%	0.0%
Warned (Written)	0	0.0%	0.0%
	1 Total	**100.0% of Race**	**0.0% of all Detentions**

Disposition	Total %	Number
Arrested	1.2%	**466**
Released	5.5%	**2101**
Cited	17.4%	**6699**
Warned (Written)	75.9%	**29139**
	100.0%	**38405**

AS PER ORIGINAL

Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Search	African	% of Race	% of Search
Consent Search	62	[illegible]	[illegible]	309	[illegible]	[illegible]
No Search	3937	[illegible]	[illegible]	8960	[illegible]	[illegible]
Probable Cause Search	54	[illegible]	[illegible]	407	[illegible]	[illegible]
	4053 Total	**100.0% of Race**	**10.6% of all Detentions**	**9676 Total**	**100.0% of Race**	**25.2% of all Detentions**

SearchStatus	Hispanic	% of Race	% of Search	Caucasian	% of Race	% of Search
Consent Search	615	[illegible]	[illegible]	313	[illegible]	[illegible]
No Search	9346	[illegible]	[illegible]	13528	[illegible]	[illegible]
Probable Cause Search	490	[illegible]	[illegible]	383	[illegible]	[illegible]
	10451 Total	**100.0% of Race**	**27.2% of all Detentions**	**14224 Total**	**100.0% of Race**	**37.0% of all Detentions**

SearchStatus	Native American	% of Race	% of Search
Consent Search	1	[illegible]	[illegible]
No Search	0	[illegible]	[illegible]
Probable Cause Search	0	[illegible]	[illegible]
	1 Total	**100.0% of Race**	**0.0% of all Detentions**

SearchStatus	Total %	Number
Consent Search	3.4%	[illegible]
No Search	93.1%	[illegible]
Probable Cause Search	3.5%	[illegible]
	100.0%	**38405**

Table 3: Stop Reason and Disposition by Race

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	African	% of Race	% of Stop
Hazardous Traffic	Arrested	5	0.1%	3.0%	50	0.5%	29.9%
Hazardous Traffic	Released	1	0.0%	2.2%	14	0.1%	30.4%
Hazardous Traffic	Cited	533	13.2%	13.3%	828	8.6%	20.7%
Hazardous Traffic	Warned (Written)	2034	50.2%	11.1%	3922	40.5%	21.4%
Investigation	Arrested	1	0.0%	0.8%	14	0.1%	11.9%
Investigation	Released	124	3.1%	6.1%	461	4.8%	22.7%
Investigation	Cited	10	0.2%	8.7%	17	0.2%	14.8%
Investigation	Warned (Written)	5	0.1%	3.6%	20	0.2%	14.6%
Non-Hazardous Traffic	Arrested	5	0.1%	2.8%	72	0.7%	39.8%
Non-Hazardous Traffic	Released	3	0.1%	11.5%	4	0.0%	15.4%
Non-Hazardous Traffic	Cited	231	5.7%	8.9%	797	8.2%	30.8%
Non-Hazardous Traffic	Warned (Written)	1101	27.2%	10.3%	3477	35.9%	32.5%
	4053 Total	100.0% of Race	38.0% of all Detentions	9676 Total	100.0% of Race	25.2% of all Detentions	

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	Caucasian	% of Race	% of Stop
Hazardous Traffic	Arrested	67	0.6%	40.1%	45	0.3%	26.9%
Hazardous Traffic	Released	20	0.2%	43.5%	11	0.1%	23.9%
Hazardous Traffic	Cited	1349	12.9%	33.7%	1288	9.1%	32.2%
Hazardous Traffic	Warned (Written)	4573	43.8%	25.0%	7781	54.7%	42.5%
Investigation	Arrested	56	0.5%	47.5%	47	0.3%	39.8%
Investigation	Released	603	5.8%	29.7%	841	5.9%	41.4%
Investigation	Cited	49	0.5%	42.6%	39	0.3%	33.9%
Investigation	Warned (Written)	42	0.4%	30.7%	70	0.5%	51.1%
Non-Hazardous Traffic	Arrested	61	0.6%	33.7%	43	0.3%	23.8%
Non-Hazardous Traffic	Released	8	0.1%	30.8%	11	0.1%	42.3%
Non-Hazardous Traffic	Cited	827	7.9%	32.0%	730	5.1%	28.2%
Non-Hazardous Traffic	Warned (Written)	2796	26.8%	26.2%	3318	23.3%	31.0%
	10451 Total	100.0% of Race	27.2% of all Detentions	14224 Total	100.0% of Race	37.0% of all Detentions	

AS PER ORIGINAL

StopReason	cboStopDisposition	Native American	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%
Hazardous Traffic	Cited	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%
Investigation	Cited	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%
Non-Hazardous Traffic	Cited	1	100.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
		1 Total	100.0% of Race	0.0% of all Detentions

StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.4%	167
Hazardous Traffic	Released	0.1%	46
Hazardous Traffic	Cited	10.4%	3998
Hazardous Traffic	Warned (Written)	47.7%	18310
Investigation	Arrested	0.3%	118
Investigation	Released	5.3%	2029
Investigation	Cited	0.3%	115
Investigation	Warned (Written)	0.4%	137
Non-Hazardous Traffic	Arrested	0.5%	181
Non-Hazardous Traffic	Released	0.1%	26
Non-Hazardous Traffic	Cited	6.7%	2586
Non-Hazardous Traffic	Warned (Written)	27.8%	10692
		100.0%	38405

AS PER ORIGINAL

AGENDA ITEM

22A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 3, 2009	**Submitted By: Karen Stell**
	Department: Tax
Court Agenda Date: March 17, 2009	**Phone Number: 281-341-3723**

SUMMARY OF ITEM: Approve over $500.00 – Refunds $ 201,006.16

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
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DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Attny	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:
Approve & record in the minute's tax payment refunds in the amount of $ 201,006.16 for the office of Patsy Schultz.

Special Handling Requested (specify):

PATSY SCHULTZ
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court	Agenda Date: 3/17/2009		Page One	
Submit Date: 03/02/2009				
Account Number	Owner	Refund Amount	Reason	Precinct #
4762-02-002-0090-907	Saxon Mortgage Services Inc	$ 3,496.45	Duplicate	4131
2258-01-001-0390-901	Sarah Haynie or Ronald Keefer	$ 2,582.45	Duplicate	3005
5910-01-010-2400-907	Strobbe Mai	$ 2,541.41	Duplicate	2115
4761-02-000-0010-907	Learning Care Group	$ 12,071.67	Duplicate	4131
8707-05-003-0030-907	Washington Mutual FA	$ 6,258.50	Duplicate	4135
0049-00-000-0502-901	Nguyen Huong	$ 3,000.00	Duplicate	1120
6460-06-001-0170-901	Ernest E or Ansa E Hogan	$ 3,522.28	Duplicate	1076
9960-23-206-0040-914	Century Golf Partners Management	$ 2,685.44	Duplicate	3133
7935-01-004-0030-901	Sterling Bank	$ 5,654.84	Duplicate	1007
6779-01-001-0090-901	Identity Seabourne LP	$ 3,627.99	Duplicate	1039
6779-01-001-0080-901	Identity Seabourne LP	$ 4,171.70	Duplicate	1039
5863-02-001-0360-907	Litton Loan Servicing	$ 2,811.27	Duplicate	2077
5863-02-001-0360-907	Litton Loan Servicing	$ 2,768.71	Duplicate	2077
5863-02-001-0360-907	Litton Loan Servicing	$ 2,602.54	Duplicate	2077
5863-02-001-0360-907	Litton Loan Servicing	$ 2,657.54	Duplicate	2077
3523-13-001-0050-907	Grand Mission Holdings	$ 3,362.88	Duplicate	3104
9650-01-002-0040-907	Countrywide Tax Services	$ 3,424.09	Duplicate	3086
0048-00-000-0430-901	Butler Beth Francis	$ 8,303.71	Duplicate	1007
6660-03-002-0180-907	Washington Mutual FA	$ 2,817.78	Duplicate	2061
9960-01-098-0020-907	A-S 92 Hwy 59-Reading Rd LP	$ 122,644.91	Duplicate	4121
		$ 201,006.16		

]

AS PER ORIGINAL

22B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 10, 2009 **Submitted By: Karen Stell**
Department: Tax
Court Agenda Date: March 17, 2009 **Phone Number: 281-341-3723**

SUMMARY OF ITEM: Approve over $500.00 – Refunds $ 18,472.42

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
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DISTRIBUTION:

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If by E-Mail to espindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

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☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
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☐	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4528)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Attny	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve & record in the minutes tax payment refunds in the amount of $ 18,472.42 for the office of Patsy Schultz.

Special Handling Requested (specify):

PATSY SCHULTZ
FORT BEND COUNTY TAX ASSESSOR COLLECTOR

Commissioners Court Agenda Date: 3/17/2009 **Page One**

Submit Date: 03/10/2009

Account Number	Owner	Refund Amount	Reason	Precinct #
5043-02-001-0400-907	Countrywide	$ 2,637.88	Duplicate	3106
4795-01-002-0050-907	RBC Builder Finance	$ 3,032.06	Duplicate	2061
4795-01-002-0040-907	RBC Builder Finance	$ 4,083.76	Duplicate	2061
7700-02-001-0070-907	Taylor, Bean & Whitaker	$ 3,861.40	Duplicate	4121
0402-00-000-3506-907	Atterbury Plaza Investments LLC	$ 5,057.30	Duplicate	3032
		$ 18,472.42		

AS PER ORIGINAL

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

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Date Submitted: March 9, 2009

Court Date: March 17, 2009

Submitted By: Ann Werlein
Department: County Judge
Telephone: 281-341-8634

SUMMARY OF ITEM:

Take all appropriate action to approve payment by invoice transmittal to Erik Stankus for purchase without a purchase order (Fund: Courthouse Security – Operating)

Agreement/Appointment:	YES	NO ✔
Reviewed by County Attorney's Office:	**YES**	**NO**

List Supporting Documents Attached: Receipts – Garden Ridge would not take County procurement card.

FINANCIAL SUMMARY:

Budgeted Item:	**YES ✔**	**NO**
Funding Source:	**FY09 Courthouse Security Operating**	
Requires Auditor to Certify Funds:	**YES**	**NO ✔**

Instructions for submitting an Agenda Request:

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✔ Information Technology	(281-341-4526)	✔ County Clerk	(281-341-8697)
☐ Other: _____		✔ County Atty	(281-341-4557)

Recommendation:

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE

INVOICE TRANSMITTAL

County Auditor Form 1016
(Rev. 03/97)

AS PER ORIGINAL

12 Digit Distribution
295400102-63600
Vendor Number
Purchase Order Number (s)

Vendor Name
Erik Stankus
State **Zip Code** **Date** 3/9/2009

Description / Invoice Numbers	Amount
Baskets for Metal Detector Stations Courthouse Complex	40.32
Garden Ridge would not take County procurement card	
Total	40.32

County Auditor's Use Only

Check Type _____

Audited By _____

Received

Paid

Authorized Department Approval

Treasurer's Register Stamp and Number

23B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

---

Date Submitted: March 9, 2009

Court Date: March 17, 2009

Submitted By: Ann Werlein
Department: County Judge
Telephone: 281-341-8634

SUMMARY OF ITEM:

Take all appropriate action to approve payment to Gulf Coast Rail Authority for FY09 annual participation in the amount of $35,000. (Fund: Non-Departmental-Fees)

Agreement/Appointment:	YES	NO ✔
Reviewed by County Attorney's Office:	**YES**	**NO**
List Supporting Documents Attached:		

FINANCIAL SUMMARY:

Budgeted Item:	**YES** ✔	**NO**
Funding Source: FY09 Non-Departmental - Fees		
Requires Auditor to Certify Funds:	**YES**	**NO** ✔

Instructions for submitting an Agenda Request:

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✔ Information Technology	(281-341-4526)	✔ County Clerk	(281-341-8697)
☐ Other: _____		✔ County Atty	(281-341-4557)

Recommendation:

GULF COAST
FREIGHT RAIL DISTRICT
HOUSTON ★ TEXAS

March 3, 2009

The Honorable Robert Hebert
Fort Bend County Judge
301 Jackson Street
Suite 719
Richmond, Texas 77469

Dear Judge Hebert,

The Gulf Coast Freight Rail District (GCFRD) is continuing its efforts to establish its role among regional transportation partners. The Board has developed a budget for its basic operations and is seeking financial assistance from Fort Bend County for general purposes activities. I am writing to request that Fort Bend County Commissioners Court provide $35,000 for GCFRD General Purposes in 2009 as it did for 2008.

The support of several local entities has been solicited. The General Purposes funding will cover expenses such as cost-benefit analyses to determine public-private cost share for projects, travel to discuss projects with state and federal project partners and printing costs. All of the activities will be essential for development and presentation of a credible plan to enhance the regional rail network.

In its first four months of operation, the District Board has established monthly meetings and created two committees (Bylaws, Planning and Projects) that have begun deliberations. Bylaws, a Code of Conduct and Mission Statement have been approved. The Port of Houston Authority has agreed to act as the District's financial and contracting agent for the first two years. The District is working to meet a tight schedule for establishing regional consensus around short, medium and long-term priorities.

Judge Hebert, your support in securing $35,000 from Fort Bend County to support Gulf Coast Freight Rail District activities will be greatly appreciated. The District is committed to helping the region meet its mobility goals and sustain its economic development.

Sincerely,

ME

Mark Ellis
Chairman

GULF COAST
FREIGHT RAIL DISTRICT
HOUSTON * TEXAS

6922 Old Katy Rd, Ste. 303
Houston, TX 77024
Phone 713-843-5451
Fax 713-881-3171

INVOICE NO.	INVOICE DATE	AMOUNT DUE
4	3/3/2009	$35,000.00
Please refer to the invoice number on all correspondence.		

TO: Fort Bend County
Attn: Ms. D'Neal Krisch
301 Jackson Street, Ste. 719
Richmond, TX 77469

Item	Quantity	Description	Unit Price	
1		General Purposes Fund	$35,000.00	

TERMS: DUE UPON RECEIPT

TOTAL $35,000.00

Harris County:

CONCURRENT ORDER CREATING A FREIGHT RAIL DISTRICT PURSUANT TO CHAPTER 171, TEXAS TRANSPORTATION CODE; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED TO THE SUBJECT.

City of Houston:

CITY OF HOUSTON ORDINANCE NO. 06-____

CONCURRENT ORDINANCE CREATING A FREIGHT RAIL DISTRICT PURSUANT TO CHAPTER 171, TEXAS TRANSPORTATION CODE; MAKING OTHER PROVISIONS AND FINDINGS RELATED TO THE SUBJECT; AND DECLARING AN EMERGENCY.

Fort Bend County:

CONCURRENT ORDER CREATING A FREIGHT RAIL DISTRICT PURSUANT TO CHAPTER 171, TEXAS TRANSPORTATION CODE; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED TO THE SUBJECT.

WHEREAS, the Seventy-Ninth Legislature of the State of Texas, by H.B. 2958, 1st R.S. (to be codified as Chapter 171 of Subtitle I, Title 5, Texas Transportation Code) (the "Enabling Act"), authorized a county with a population of 3.3 million or more, counties adjacent to such a county and the most populous municipality in the most populous county to adopt a concurrent order or ordinance to create a freight rail district; and

WHEREAS, Harris County, Texas has a population of more than 3.3 million, the City of Houston, Texas is the most populous municipality in Harris County and the following counties are adjacent to Harris County: Montgomery County; Liberty County; Chambers County; Galveston County; Brazoria County; Fort Bend County; and Waller County (collectively, such counties, the "Adjacent Counties"); and

WHEREAS, the Enabling Act requires that at the time of its creation a freight rail district must include a county with a population of 3.3 million or more and the most populous municipality in such county;

WHEREAS, Harris County, the City of Houston and Fort Bend County desire to participate in the creation of a freight rail district, and in the future one or more other Adjacent Counties may be included in such district, as provided herein; NOW, THEREFORE,

Harris County:

BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS:

City of Houston:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Fort Bend County:

BE IT ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

Section 1. By adoption of this Concurrent Order or Ordinance, the Commissioners Court of Harris County, the City Council of the City of Houston and the Commissioners Court of Fort Bend County (collectively the "Parties") hereby create, effective as of the date of passage of this Concurrent Order or Ordinance by the last of such three governing bodies to do so, a freight rail district under and pursuant to Chapter 171, Texas Transportation Code.

Section 2. The name of the district shall be the GULF COAST FREIGHT RAIL DISTRICT, which shall be referred to herein as the "District."

Section 3. The territory of the District consists of the combined territories of Harris County, the City of Houston and Fort Bend County.

Section 4. A. The District shall be governed by a Board of Directors (the "Board"), consisting of eleven (11) Directors, who shall be appointed or shall serve as follows:

Directors	Manner of Appointment/Service
Positions No. 1, 2 and 3 (Harris County)	Three (3) Directors appointed by the Commissioners Court of Harris County, which appointment shall be made effective by written notice to all officials and governing bodies or entities entitled to appoint one or more Directors.
Positions No. 4, 5 and 6 (City of Houston)	Three (3) Directors appointed by the Mayor of the City of Houston, which appointment shall be made effective by written notice to all officials and governing bodies or entities entitled to appoint one or more Directors.
Position No. 7	One (1) Director jointly appointed by the Commissioners Court of Harris County and by the Mayor of the City of Houston, which shall be made effective by written notice to all officials and governing bodies or entities entitled to appoint one or more Directors. Such Director shall serve as the Chairman of the Board.
Position No. 8 (Small Municipalities in Harris County)	One (1) Director jointly appointed by the mayors of all municipalities in Harris County (except for the Mayor of the City of Houston), which appointment shall be made in the manner set out in Section 4.B.1. hereof and which shall be made effective by written notice to all officials and governing bodies or entities entitled to appoint one or more Directors.
Position No. 9	The Chairman of the Port Commission of the Port of Houston Authority.
Position No. 10 (Fort Bend County)	One (1) Director appointed by the County Judge of Fort Bend County, which appointment shall be made effective by written notice to all officials and governing bodies or entities entitled to appoint one or more Directors.

Directors	Manner of Appointment/Service
Position No. 11 (Small Municipalities in Fort Bend County)	One (1) Director jointly appointed by the mayors of all municipalities in Fort Bend County, which appointment shall be made in the manner set out in Section 4.B.2. hereof and which shall be made effective by written notice to all officials and governing bodies or entities entitled to appoint one or more Directors.
***	***
Ex Officio Director	One (1) Director appointed by the Texas Transportation Commission, which appointment shall be made effective by written notice to all governing bodies entitled to appoint one or more Directors.

A quorum of the Board is a majority of the total number of Directors appointed or serving as provided in Section 4.A. hereof, excluding the Ex Officio Director.

B. 1. The Director appointed to serve in Position No. 8 shall be appointed by the mayors who are members of the Harris County Mayors' and Councils' Association.

2. The Director appointed to serve in Position No. 11 shall be appointed by the mayors of the municipalities in Fort Bend County.

C. Except as provided in this paragraph, all Directors (except for the Ex Officio Director) shall be entitled to vote on all matters coming before the Board; provided, however, that if at anytime there is an even number of Directors entitled to vote on a matter before the Board, including the Director who is the Chair, which number shall be determined at the time the matter is called for a Board vote, then the Chair of the Board shall not be entitled to vote on such matter. All successive Directors shall be appointed or shall serve in the same manner as the original appointees.

D. 1. A Director appointed to a Position shall serve at the pleasure of the official or governing body or entity that appointed such Director; provided, however, that a Director must be reappointed at least every two years.

2. The Chairman of the Port Commission of the Port of Houston Authority shall serve as the Navigation District Director for so long as such person serves as such Chairman.

3. The Ex Officio Director shall serve at the pleasure of the Texas Transportation Commission.

E. The Presiding Officer of the Board shall be its Chair, who shall be the Director appointed to and serving in Position No. 7. During the absence of the Chair, or in the event of a vacancy in such position, the Presiding Officer of the Board shall be the Director elected by the Board as Vice-Chair.

F. An official, governing body or entity that appoints one or more Directors or a majority of the mayors of the municipalities in Harris County (except for the Mayor of the City of Houston) or Fort Bend County may remove any Director whom he/she or it appointed at any time without cause by written notice to the Chair of the Board and all officials and governing bodies or entities entitled to appoint one or more Directors.

G. The Board shall adopt conflict of interest rules for its Board of Directors and staff, which shall be consistent with applicable state law.

Section 5. The District shall have all powers of a freight rail district under Chapter 171, Texas Transportation Code, including the powers of a rural rail transportation district under Article 6550c, Vernon's Texas Civil Statutes, except as otherwise provided by Chapter 171, Texas Transportation Code. In addition, if the Commissioners Court of Harris County, the City Council of the City of Houston and the Commissioners Court of Fort Bend County determine

that commuter rail is viable within the boundaries of the District and approve in writing, the District may exercise the powers of an intermunicipal commuter rail district created under Article 6550c-1, Vernon's Texas Civil Statutes, except as otherwise provided by Chapter 171, Texas Transportation Code; provided further, however, that such powers shall be coordinated with the Metropolitan Transit Authority of Harris County ("METRO") within METRO's boundaries and as METRO may operate outside its boundaries.

Section 6.

A. The District may contract for its operations with an appropriate entity, including the Port of Houston Authority, on terms and conditions agreed on by the contracting parties.

B. Railroads, individually or through representatives, may attend all meetings of the Board and may have reasonable access to all information as provided by applicable law.

C. No Board action or Board recommendation of action shall be effective with respect to the location of new freight rail lines or the modification of freight rail lines within Harris County unless such action or recommendation of action shall have been approved by at least three (3) of the Directors serving in Positions 1, 2, 3, 7 and 8. No Board action or Board recommendation of action shall be effective with respect to the location of new freight rail lines or the modification of freight rail lines within the City of Houston unless such action or recommendation of action shall have been approved by at least three (3) of the Directors serving in Positions 4, 5, 6 and 7. No Board action or Board recommendation of action shall be effective with respect to the location of new freight rail lines or the modification of freight rail lines within Fort Bend County unless such action or recommendation of action shall have been approved by both Directors serving in Positions No. 10 and 11.

D. The Board shall not enter into any contract or agreement for the financing, construction or modification of freight or commuter rail lines within Fort Bend County unless such contract or agreement has been duly approved in principle by the Commissioners Court of Fort Bend County.

E. The Board may enter into agreements with the Texas Department of Transportation or any other agency or political subdivision of the State of Texas for the analysis and study of a regional rail plan and for the funding from such entities of such analysis and study.

F. The Board shall not enter into any contract, nor shall it award any contract, for the construction of freight or commuter rail improvements located entirely within one city or county when such city or county has legal authority and financial capacity to do so, unless such contract has been duly approved in principle by the governing body of such city or county.

G. The Board shall not have the power to levy a tax or mandatory assessment. The Board may study or analyze a source of funding as part of a state or local match of funds that (1) is reasonably related to freight rail, and (2) is not currently used by local taxing jurisdictions as a principal source of funding for essential local services.

Section 7. One or more other Adjacent Counties may be included in the District by the adoption of a concurrent order or ordinance by Harris County, the City of Houston, Fort Bend County and the other Adjacent County or Counties to be included. Such concurrent order or ordinance may contain any terms and conditions permitted by the Enabling Act, including amendment to this Concurrent Order or Ordinance.

Section 8. Harris County, the City of Houston and Fort Bend County may withdraw from the District in accordance with Section 171.301, Texas Transportation Code. The District may be dissolved in accordance with Section 171.302, Texas Transportation Code.

Section 9. The Commissioners Court of Harris County, the City Council of the City of Houston and the Commissioners Court of Fort Bend County, as appropriate, officially find, determine, recite and declare that a sufficient written notice of the date, hour, place and subject of the meeting at which this Concurrent Order or Ordinance, as appropriate, was presented was posted at a place convenient to the public at the location and for the time required by law preceding such meeting, as required by the Open Meetings Act, Tex. Gov't Code Ann. ch. 551 (Vernon 1994); and that such meeting has been open to the public as required by law at all times during which this Concurrent Order or Ordinance, as appropriate, and the subject matter thereof has been discussed, considered and formally acted upon. Such Commissioners Courts and City Council further ratifies, approves and confirms such written notice and the contents and postings thereof.

Section 10. If any provision, section, subsection, sentence, clause or phrase hereof, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions hereof or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Commissioners Courts and the City Council in adopting this Concurrent Order or Ordinance, as appropriate, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Concurrent Order or Ordinance, as appropriate, are declared to be severable for that purpose.

Section 11. A. Upon final passage and adoption hereof by the Commissioners Court of Harris County, the County Clerk of Harris County is directed to give prompt written notice to the City Council of the City of Houston and to the Commissioners Court of Fort Bend County.

B. Upon final passage and adoption hereof by the City Council of the City of Houston, the City Secretary of the City of Houston is directed to give prompt written notice to the Commissioners Courts of Harris County and Fort Bend County.

C. Upon final passage and adoption hereof by the Commissioners Court of Fort Bend County, the County Clerk of Fort Bend County is directed to give prompt written notice to the Commissioners Court of Harris County and the City Council of the City of Houston.

Section 12. As to the City of Houston, there exists a public emergency requiring that this Concurrent Ordinance be passed finally on the date of its introduction as required in writing by the Mayor; therefore, this Concurrent Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Concurrent Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

* * *

[Remainder of This Page Intentionally Left Blank]

APPROVED this 19th day of December, 2006, by the Commissioners Court of Harris County, Texas.

HARRIS COUNTY, TEXAS

County Judge

ATTEST:

Deputy County Clerk

(SEAL)

* * *

APPROVED this 10th day of January, 2007.

CITY OF HOUSTON, TEXAS

Mayor of the City of Houston

Approved as to Form:

Senior Assistant City Attorney
(Requested by Houston City Atty)
L. D. File No. 0390500255002

* * *

APPROVED this 23 day of January, 2007, by the Commissioners Court of Fort Bend County, Texas.

FORT BEND COUNTY, TEXAS

County Judge

ATTEST:

County Clerk

(SEAL)

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

23C

Return Completed Form to: Agenda Coordinator, County Judge's Office

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Date Submitted: March 9, 2009

Court Date: March 17, 2009

Submitted By: Ann Werlein
Department: County Judge
Telephone: 281-341-8634

SUMMARY OF ITEM:

Take all appropriate action to approve engagement letter between Fort Bend County and Null-Lairson, P.C for services necessary for department of Public Transportation's compliance for the financial data reported in the National Transit Database (NTD) to the Federal Transit Administration (FTA) for fiscal year 2008. (Fund: Non-Departmental, Fees)

Agreement/Appointment:	YES ✔	NO
Reviewed by County Attorney's Office:	**YES**	**NO**
List Supporting Documents Attached:		

FINANCIAL SUMMARY:

Budgeted Item:	**YES**	**NO**	**No**
Funding Source: FY09 Non-Departmental Fees			
Requires Auditor to Certify Funds:	**YES**	**NO**	✔

Instructions for submitting an Agenda Request:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.**
- **Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office: ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to: (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

✔ Auditor	(281-341-3774)	✔ Comm. Pct. 1	(281-342-0587)
✔ Budget Officer	(281-344-3954)	✔ Comm. Pct. 2	(281-403-8009)
✔ Facilities/Planning	(281-633-7022)	✔ Comm. Pct. 3	(281-242-9060)
✔ Purchasing Agent	(281-341-8642)	✔ Comm. Pct. 4	(281-980-9077)
✔ Information Technology	(281-341-4526)	✔ County Clerk	(281-341-8697)
☐ Other: _____		✔ County Atty	(281-341-4557)

Recommendation:

3-18-09 copy received

Null-Lairson, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

February 11, 2009

Ms. Paulette Shelton
Director
Fort Bend County Public Transportation Department
Fort Bend County, Texas

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for Fort Bend County.

We will apply agreed upon procedures enumerated below, which were agreed to by you, solely to assist you with respect to assist you with respect to the compliance matters for the financial data reported in the National Transit Database (NTD) to the Federal Transit Administration (FTA) for fiscal year 2008. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

To perform the agreed upon procedure, we will:

1. We will trace amounts reported in the financial forms submitted via the NTD to the County's accounting system.

2. We will trace financial data used in compiling the financial forms submitted via the NTD to the County's audited financial statements or source data used in compiling the audited financial statements in order to determine if the information submitted via the NTD is reported on an accrual basis.

3. We will review the information contained in the financial forms submitted via the NTD to determine conformity to the Uniform System of Accounts.

4. We will report to the FTA as to whether or not the financial data submitted to the NTD conforms in all material respects with the accounting requirements of the FTA as set forth in its applicable Uniform System of Accounts (USOA). Significant discrepancies will be reported to the FTA.

Because the agreed-upon procedures listed above do not constitute an examination, we will not express an opinion on internal controls of the County's Transportation Department. In addition, we have no obligation to perform an procedures beyond those listed above.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of management, Commissioner's Court, and the Federal Transit Administration and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, well confirm management's responsibility for the internal controls of the County's Transportation Department.

We estimate that our fees for these services will range from $10,000 to $12,000 for the review and reporting. You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement, if you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Sincerely,

Null-Lairson, P.C.

Null-Lairson, P.C.

Houston, TX

RESPONSE:
This letter correctly sets forth the understanding of Fort Bend County Public Transportation Department, Fort Bend County Texas

By: _____
Robert Hebert
Title: County Judge

Date: March 17, 2009

cc: Mr. Robert "Ed" Sturdivant
Fort Bend County Auditor
Suite 533
Wm. B. Travis Building
Richmond, Texas 77469

AGENDA ITEM

23D

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form to: Agenda Coordinator, County Judge's Office

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Date Submitted: March 9, 2009

Court Date: March 17, 2009

Submitted By: Ann Werlein
Department: County Judge
Telephone: 281-341-8634

SUMMARY OF ITEM:

Take all appropriate action to approve Resolution Opposing passage of HB 1184 relating to determining population for the creation of civil service systems in certain counties.

Agreement/Appointment:	YES	NO	✔
Reviewed by County Attorney's Office:	**YES**	**NO**	✔
List Supporting Documents Attached:			

FINANCIAL SUMMARY:

Budgeted Item:	**YES**	**NO**	✔
Funding Source: FY09			
Requires Auditor to Certify Funds:	**YES**	**NO**	✔

Instructions for submitting an Agenda Request:

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✔ Purchasing Agent	(281-341-8642)	✔ Comm. Pct. 4	(281-980-9077)
✔ Information Technology	(281-341-4526)	✔ County Clerk	(281-341-8697)
☐ Other: _____		✔ County Atty	(281-341-4557)

Recommendation:

3/19/09 Original Resolution given to Donna @ Co. Judges Office.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

RESOLUTION OPPOSING HOUSE BILL 1184 FOR THE 81st LEGISLATIVE SESSION

On this 17th day of March, 2009, the Commissioners Court, sitting as the governing body of Fort Bend County, Texas, at a regular meeting, a motion was made and duly seconded to oppose HB 1184.

WHEREAS, it is essential that the governing body of a county implement changes required by legislative action in a manner that is fiscally responsible, provides protection of its employees, and provides sufficient notice to county leadership, and

WHEREAS, HB 1184, if passed, would make the Fort Bend County Sheriff's Office eligible to implement a civil service system as early as September 1, 2009, and

WHEREAS, changing the population threshold for implementation of a civil service system to include the annual population estimate provided by the state demographer under Chapter 468, Government Code, would present an undue hardship on Fort Bend County and would not allow for the proper administration or fiscal planning necessary for such implementation; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas has determined that the enactment of this resolution serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Fort Bend County Commissioners Court is opposed to the passage of HB 1184 which would change the eligibility of the Sheriff's Office to implement a civil service system prior to the 2010 decennial census.

APPROVED this 17th day of March, 2009.

Robert E. Hebert, County Judge

AFFIRMED:

Dianne Wilson, County Clerk

By: Olivo H.B. No. 1184

A BILL TO BE ENTITLED

AN ACT

relating to determining population for the creation of civil service systems in certain counties.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 158.002, Local Government Code, is amended to read as follows:

Sec. 158.002. ELIGIBLE COUNTIES. (a) A county with a population of 190,000 or more may, in accordance with this subchapter, create a county civil service system to include all the employees of the county who are not exempted from the system by the express terms or judicial interpretations of this subchapter or by the operation of Subchapter B.

(b) The population of a county under this subchapter is determined by the most recent:

(1) federal decennial census; or

(2) annual population estimate provided by the state demographer under Chapter 468, Government Code, if that estimate is more recent than the most recent federal decennial census.

(c) The application of this subchapter to the county is not affected if the county's population changes and the county no longer meets the population requirement of Subsection (a).

SECTION 2. Section 158.032, Local Government Code, is amended to read as follows:

Sec. 158.032. ELIGIBLE DEPARTMENTS. (a) A sheriff's

department in a county with a population of more than 500,000 may, in accordance with this subchapter, create a civil service system.

(b) The population of a county under this subchapter is determined in the manner prescribed by Section 158.002(b).

(c) The application of this subchapter to the county is not affected if the county's population changes and the county no longer meets the population requirement of Subsection (a).

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2009.

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

24A

Date Submitted:	3/6/2009	**Submitted By:**	Rose Askew
		Department:	Commissioner Pct. 1
Court Agenda Date:	3/17/2009	**Phone Number:**	281.344.9400

SUMMARY OF ITEM:
Take all appropriate action to appoint Michael L. Johnson to replace Jeffrey Scarborough to the Sienna Plantation Levee Improvement District of Fort Bend County until July 20, 2011.

RENEWAL AGREEMENT/APPOINTMENT YES ☒ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☒

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
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Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-19-09 orig. ret. to Rose at Comm Pct. 1

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, convened in regular session of the Court in Fort Bend County Commissioners Courtroom, 7th Floor, Fort Bend County Administration Building, Richmond, Texas, at 1:00 p.m. on ~~February 24~~, 2009 with the following members present: March 17

Robert E. Hebert	County Judge
Richard Morrison	Commissioner, Precinct No. 1
Grady Prestage	Commissioner, Precinct No. 2
Andy Meyers	Commissioner, Precinct No. 3
James Patterson	Commissioner, Precinct No. 4

constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written order entitled

ORDER APPOINTING REPLACEMENT DIRECTOR FOR
SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT OF FORT BEND
COUNTY, TEXAS

(the "Order") was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: 4 Abstain 1

NOES: 0

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order thus adopted follows:

ORDER APPOINTING REPLACEMENT DIRECTOR FOR SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has heretofore appointed Kendall Beckman, Jeffrey Scarborough and John P. "Bucky" Richardson as Directors of Sienna Plantation Levee Improvement District of Fort Bend County, Texas (the "District"), for the lawful four-year term of office expiring July 20, 2011 or until their successors shall be appointed and qualified; and

WHEREAS, Jeffrey Scarborough has resigned from the Board of Directors of the District, and therefore, a vacancy exists on the Board of Directors; and

WHEREAS, Chapter 57 of the Texas Water Code, as amended, confers jurisdiction on the County Judge and Commissioners Court of Fort Bend County, Texas to appoint the Directors of the District; and

WHEREAS, Michael L. Johnson is over twenty-one years of age, a resident citizen of Fort Bend County, and otherwise qualified by law to serve as a director of the District, and not disqualified from serving as a director of the District by reason of any law; and

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the County Judge and Commissioners Court of Fort Bend County, Texas:

Section 1: That the foregoing recitals are true and correct and incorporated herein.

Section 2: That Michael L. Johnson, be and hereby is appointed as a Director of Sienna Plantation Levee Improvement District of Fort Bend County, Texas, to serve in that capacity to fill a vacancy on the Board, for a term that commenced on July 20, 2007 and expires on July 20, 2011or until his successors shall be appointed and qualified.

Section 3: That a copy of the Order shall be recorded in the minutes of this Court.

PASSED AND ADOPTED this 24th 17 day of February March, 2009.

County Judge

ATTEST:

County Clerk and Ex-Officio
Clerk of the Commissioners
Court of Fort Bend County, Texas

F

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

I, the undersigned officer of the Board of Directors of Sienna Plantation Levee Improvement District of Fort Bend County, Texas, hereby certify as follows:

1. The Board of Directors of Sienna Plantation Levee Improvement District of Fort Bend County, Texas convened in regular session on the 11th day of February, 2008, outside the boundaries of the District, and the roll was called of the duly members of the Board:

Kendall A. Beckman	President
Vacant	Vice President and Assistant Secretary
John P. "Bucky" Richardson	Secretary/Assistant Vice President

and all of said persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION REQUESTING COMMISSIONERS COURT OF FORT BEND COUNTY TO APPOINT REPLACEMENT DIRECTOR TO SERVE UNEXPIRED TERM

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED on the 11th day of February, 2009.

(SEAL)

Secretary, Board of Directors

RESOLUTION REQUESTING COMMISSIONERS COURT OF FORT BEND COUNTY TO APPOINT REPLACEMENT DIRECTOR TO SERVE UNEXPIRED TERM

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has heretofore appointed Jeffrey Scarborough as Director of Sienna Plantation Levee Improvement District of Fort Bend County, Texas (the "District"), for a term that commenced on July 20, 2007 and expires on July 20, 2011; and

WHEREAS, Jeffrey Scarborough has resigned from the Board of Directors of the District, and therefore, a vacancy exists in the Board of Directors; and

WHEREAS, Title 4, Chapter 57 of the Texas Water Code, as amended, confers jurisdiction on the County Judge and Commissioners Court of Fort Bend County, Texas to appoint a replacement director of the District; and

WHEREAS, Michael L. Johnson is over twenty-one years of age, a resident citizen of Fort Bend County, and otherwise qualified by law to serve as a director of the District, and not disqualified from serving as a director of the District by reason of any law; and

WHEREAS, the Board of Directors of the District hereby requests that the Commissioners Court of Fort Bend County, Texas appoint Michael L. Johnson to replace Jeffrey Scarborough for the term that expires on July 20, 2011,; and

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT OF FORT BEND COUNTY, TEXAS:

The Board of Directors hereby requests that the Commissioners Court of Fort Bend County, Texas appoint Michael L. Johnson as replacement director on the Board for a term of office that expires on July 20, 2011 and approve his sworn statement, official bond and oath of office.

[EXECUTION PAGE TO FOLLOW]

PASSED AND APPROVED on February 11, 2009.

President
Board of Directors

ATTEST:

Secretary
Board of Directors

SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT
FORT BEND COUNTY
TEXAS
OF

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

24B

RETURN TO: AGENDA COORD-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: February 20, 2009
SUBMITTED BY: Patsy Schultz
DEPARTMENT: Tax Assessor /Collector
AGENDA DATE: March 17, 2009
PHONE NO.: 281-341-3735

SUMMARY OF ITEM: Waiver of Penalty & Interest & Attorney Fees; Evan Choi, Acct# 7935-02-005-0100-901 & 7687-01-003-0060-901; Tax Year 2006 & 2007; Precinct # 1

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES ( ) NO ( )

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Request for Waiver
2. Recommendation from the Tax Collector
3. Tax Receipt

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND: ____ AGENCY_____ ORGANIZATION:_____ OBJECT:_____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: Yes (x)
If by E-Mail to ospindon@co.fort bend.tx.us If by Fax to 281-341-8609
Distribute copies with back-up to all listed below. If by Fax, send to numbers below

yes (x) Auditor	(281-341-3774)	yes (x) Comm. Pct. 1	(281-342-0587)
yes (x) Budget Officer	(281-344-3954)	yes (x) Comm. Pct. 2	(281-403-8009)
yes (x) County Attorney	(281-341-4557)	yes (x) Comm. Pct. 3	(281-242-9060)
yes ( ) Purchasing Agent	(281-341-8642)	yes (x) Comm. Pct. 4	(281-980-9077)
yes (x) County Clerk	(281-341-8697)	yes ( ) Facilities/Planning	(281-633-7022)

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RECOMMENDATION / ACTION REQUESTED:

Tax Assessor Collector Patsy Schultz
I do not recommend waiver of penalty and interest & Attorney Fees

AS PER ORIGINAL

COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, RTA
County Tax Assessor/Collector
500 Liberty Street, Suite 101
Richmond, TX 77469

(281) 341-3710
Fax (281) 341-9267
Email: schulpat@co.fort-bend.tx.us
www.fortbendcountytax.com

DATE: February 16, 2009

TO: County Judge Robert E. Hebert
Commissioner Richard Morrison
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Roy Cordes, County Attorney

FROM: Patsy Schultz, RTA
Tax Assessor/Collector

RE: Waiver of Penalty and Interest –Acme Exclusive Homes, LLC: 2006 & 2007 Tax Years
Acct#7935-02-005-0100-901; Legal Description: Royal Lakes Estates Sec 2 Block 5, Lot 10 (Situs Address: 0 Aubrey Ln)
Acct#7687-01-003-0060-901; Legal Description: Royal Lakes Manor Sec 1 Block 3, Lot 6, Acres 0.7565 (Situs Address: 8703 Beringer Dr)
Precinct 1

Mr. Evan Choi, representing Acme Exclusive Homes, LLC is requesting waiver of penalty and interest on the above referenced accounts for the 2006 & 2007 tax years because he states that tax statements for these properties were going to the situs address of 8708 Beringer Dr., Richmond, TX. 77469. He states that this address was under construction and did not have postal service in place.

Tax Office records indicate:

- **Account: 7935-02-005-0100-901:**
- Original deed #2005148894(for account 7835-02-005-0100-901) was recorded on December 8, 2005 with the owner listed as Acme Exclusive Homes, LLC with no address listed.
- May 14, 2007---2006 Name/Address Change Tax Statement mailed to Acme Exclusive Homes LLC, 8703 Beringer Dr, Richmond, TX 77469. May 31, 2007--PO returned no mail receptacle, unable to forward.
- November 5, 2007 – 2007 Original Tax Statement was mailed to Acme Exclusive Homes LLC, 8703 Beringer Dr, Richmond, TX 77469 January 2, 2008—PO Returned Unable to forward.
- February 22, 2008—Tax reminder notice mailed to Acme Exclusive Homes LLC, 8703 Beringer Dr, Richmond, TX 77469. February 26, 2008 – PO Returned Unable to Deliver.
- May 2, 2008—2007 Name/Address Change Tax Statement mailed to Acme Exclusive Homes LLC, 8703 Beringer, Richmond, TX 77469.May 8, 2008—PO Returned No Mail Receptacle Unable to forward.
- May 19, 2008—Tax reminder notice mailed to Acme Exclusive Homes LLC, 8703 Beringer Dr, Richmond, TX 77469.
- July 31, 2008—Mr. Evan Choi called for Delinquent Taxes with the August 2008 amount.
- August 8, 2008—Mr. Choi called to see if payment was received and is also changing the mailing address with the FBCAD.

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.

AS PER ORIGINAL

Account: 7687-01-003-0060-901

2006 Tax Year	**Lamar CISD**	**Ft Bend County**	**Total**
Base Tax	$ 102.92	$ 34.37	$ 137.29
Penalty & Interest	**36.02**	**12.03**	**48.05**
Attorney Fees	**27.79**	**9.28**	**37.07**
Total	$ 166.73	$ 55.68	$ 222.41

2007 Tax Year	**Lamar CISD**	**Ft Bend County**	**Total**
Base Tax	$ 10,908.82	$ 4,344.03	$15,252.85
Penalty & Interest	**2,509.03**	**999.11**	**3,508.14**
Attorney Fees	**2,683.57**	**1,068.62**	**3,752.19**
Total	$16,101.42	$ 6,411.76	$22,513.18

Sub-total Penalty, Interest & Attorney Fees: $ 7,345.45

Total Penalty, Interest & Attorney Fees: $7,838.71

I **do not** recommend waiver of penalty, interest & attorney fees. There is no evidence of an error by the Central Appraisal District or the Fort Bend County Tax Office. Property Tax Code Section 33.011 (a) (1). "The governing body of a taxing unit shall waive penalties and interest and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency..."

AS PER ORIGINAL

DUPLICATE TAX RECEIPT

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

ACME EXCLUSIVE HOMES LLC
8703 BERINGER DR
RICHMOND , TX 77469-5243

Legal Description:

ROYAL LAKES ESTATES SEC 2, BLOCK 5, LOT 10

Parcel Address: AUDREY LN
Legal Acres: 0 0000

Remit Seq No: 12100641
Receipt Date: 08/01/2008
Deposit Date: 08/04/2008
Print Date: 01/20/2009

Deposit No: O80804M1
Validation No: 900000015070873

Account No: 7935-02-005-0100-901

Operator Code: SUBB

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2007	Lamar C I S D- Operating Fund	25,200	1.297650	327.01	62 13	77.83	466.97
2007	Fort Bend Co Drainage	25,200	0 018000	4 54	0.86	1.08	6.48
2007	Fort Bend Co Gen Fnd	25,200	0.498740	125.68	23.88	29.91	179.47
2006	Lamar C I S D- Operating Fund	25,200	1.547650	390 01	120 90	102 18	613.09
2006	Fort Bend Co Drainage	25,200	0.023400	5.90	1 83	1.55	9 28
2006	Fort Bend Co Gen Fnd	25,200	0.493340	124.32	38.54	32.57	195.43
				$977.46	$248.14	$245.12	$1,470.72

Check Number(s):
1155

PAYMENT TYPE: *PARTIAL PAYMENT*

Checks: $1,470.72

Exemptions on this property:

Total Applied: $1,470 72

Change Paid: $0.00

REMAINING BALANCE

PAYER:
MARVIN C CHOI
1922 SHORELINE DR
MISSOURI CITY , TX 77459

AS PER ORIGINAL

DUPLICATE TAX RECEIPT

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

ACME EXCLUSIVE HOMES LLC
1922 SHORELINE DR
MISSOURI CITY , TX 77459-1680

Legal Description:

ROYAL LAKES MANOR SEC 1, BLOCK 3, LOT 6, ACRES 0.7565

Parcel Address: 8703 BERINGER DR
Legal Acres: 0.7565

Remit Seq No: 12697643
Receipt Date: 12/19/2008
Deposit Date: 12/22/2008
Print Date: 01/20/2009

Deposit No: 081222R1
Validation No: 900000015773936

Account No: 7687-01-003-0060-901
Operator Code: MARICELAA

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2008	Lamar C I S D- Operating Fund	869,840	1.297650	0.02	0 00	0.00	0 02
2007	Lamar C I S D- Operating Fund	840,660	1.297650	3,391.87	780.13	834.40	5,006.40
2007	Fort Bend Co Drainage	840,660	0.018000	47 05	10.82	11.57	69.44
2007	Fort Bend Co Gen Fnd	840,660	0.498740	1,303 62	299.83	320.69	1,924 14
				$4,742.56	$1,090.78	$1,166.66	$7,000.00

Check Number(s):
2310

PAYMENT TYPE: *PARTIAL PAYMENT*

Checks: $7,000.00

Exemptions on this property:

Total Applied: $7,000.00

Change Paid: $0.00

REMAINING BALANCE

PAYER:
EVAN C CHOI
1922 SHORELINE DR
MISSOURI CITY , TX 77459-1680

AS PER ORIGINAL

DUPLICATE TAX RECEIPT

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

ACME EXCLUSIVE HOMES LLC
1922 SHORELINE DR
MISSOURI CITY , TX 77459-1680

Legal Description:

ROYAL LAKES MANOR SEC 1, BLOCK 3, LOT 6, ACRES 0.7565

Parcel Address: 8703 BERINGER DR
Legal Acres: 0.7565

Remit Seq No: 12697604
Receipt Date: 12/19/2008
Deposit Date: 12/22/2008
Print Date: 01/20/2009

Deposit No: 081222R1
Validation No: 900000015773913

Account No: **7687-01-003-0060-901**
Operator Code: MARICHLAA

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2007	Lamar C I S D- Operating Fund	580,660	1.297650	7,516.95	1,728.90	1,849.17	11,095.02
2007	Fort Bend Co Drainage	580,660	0.018000	104.27	23.98	25.65	153.90
2007	Fort Bend Co Gen Fnd	580,660	0.498740	2,889.09	664.48	710.71	4,264.28
2006	Lamar C I S D- Operating Fund	6,650	1.547650	102.92	36.02	27.79	166.73
2006	Fort Bend Co Drainage	6,650	0.023400	1.56	0.55	0.42	2.53
2006	Fort Bend Co Gen Fnd	6,650	0.493340	32.81	11.48	8.86	53.15
				$10,647.60	$2,465.41	$2,622.60	$15,735.61

Check Number(s):
1004

PAYMENT TYPE: *PARTIAL PAYMENT*

Checks: $15,735.61

Exemptions on this property:

Total Applied: $15,735.61

Change Paid: $0.00

REMAINING BALANCE

PAYER:
MARVIN CHRISTOPHER CHOI
13414 NANTUCKET DR
SUGAR LAND , TX 77478

AS PER ORIGINAL

Acme Exclusive Homes, LLC
1922 Shoreline Dr. Missouri City, TX 77459
(832) 607- 9816
Account # 7687010030060901

To:
County Judge Robert E. Heberi
301 Jackson, Suite 719
Richmond, Texas 77469

I would like to thank you for your time in considering this issue. Recently, I have received a letter notifying me about 2 years of late property taxes on a property. I am writing this letter with the intention to persuade the tax office to refund penalty and lawyer fees assessed due to the late payment. Included in this package are copies of the letter. It is concerning a property at 8703 Beringer Dr. Richmond, TX 77469. I have bought two properties in Royal Lakes Subdivision; the closing paperwork on both lots is included in this package.

The first lot I purchased is 8802 Aubrey Lane, and the second lot I bought is 8703 Beringer Drive. I have found out that all my tax notifications and letters are being sent to the Beringer Drive address. It took me about a year to do construction on the property; the Royal Lakes Manor being a new subdivision during the time of construction did not even have any postal services in place. That is why it puzzles me how my tax notifications for both properties are being sent to the Beringer Drive address.

I have realized it was my responsibility to notify the tax office any year I have not received my tax billings. That was my mistake as a first time builder. But once I found out that the error was made, I made sure I corrected it and informed tax office of the correct address the billings should be sent. I am also not in a habit of making late payments; all utilities are paid for in time. In fact, when I received the tax notification, I had to ask for my family to help pay for the taxes because I do not have to funds during the time (copies of the receipts included).

The penalty and the lawyer fee refunds are really going to help me maintain the house that I built in 8703 Beringer Drive, especially with the housing market being down with our economy. My property has been in the market for more than a year now.

I have responsibility with this issue as well and I fully understand that. I am just hoping the judge can make an exception and look past that any mistakes made was truly unintentional. Thank you for your kind consideration.

*Legal Description of both lots is included in closing paperwork.

1/8/2009

Evan Choi, Manager
Acme Exclusive Homes, LLC

AS PER ORIGINAL

- August 4, 2008—Faxed from Mr. Evan Choi to FBCAD to change mailing address on this account to show mailing address of 1922 Shoreline Dr., Missouri City, TX 77459.
- **Account: 7687-01-003-0060-901**
- Original deed #2006076345(for account 7687-01-003-0060-901) was recorded on June 27, 2006 with the owner listed as Acme Exclusive Homes, LLC with no address listed.
- May 14, 2007 -2006 Name/Address Change Tax Statement mailed to Acme Exclusive Homes LLC, 8703 Beringer Dr, Richmond, TX 77469. May 31, 2007--PO returned no mail receptacle, unable to forward.
- June 8, 2007—Tax Reminder Statement was mailed to Acme Exclusive Homes LLC, 8703 Beringer Dr., Richmond, TX 77469. July 23, 2007—PO Returned Unable to Forward.
- November 5, 2007—2007 Original Tax Statement was mailed to Acme Exclusive Homes LLC, 8703 Beringer Dr, Richmond, TX 77469. January 2, 2008—PO Returned Unable to forward.
- February 22, 2008—Tax reminder notice mailed to Acme Exclusive Homes LLC, 8703 Beringer Dr, Richmond, TX 77469. February 26, 2008—PO Returned Unable to Deliver.
- May 2, 2008—2007 Name/Address Change Tax Statement mailed to Acme Exclusive Homes LLC, 8703 Beringer, Richmond, TX 77469.May 8, 2008 --PO Returned No Mail Receptacle Unable to forward.
- May 19, 2008 Tax reminder notice mailed to Acme Exclusive Homes LLC, 8703 Beringer Dr, Richmond, TX 77469.
- December 17, 2008—Acme Exclusive Homes LLC Representative called to get Balance for Tax Years 2006 & 2007.
- December 17, 2008—Call from owner asking about the lawsuit on this account and wanted waiver instructions.
- Lamar CISD has authorized Fort Bend County Tax Office to handle the processing of the waiver of penalty and interest and allow the Fort Bend County Commissioners Court to make the determination based on 33.011 of the State Property Tax Code.

Breakdown of Taxes Paid:

Account: 7935-02-005-0100-901

2006 Tax Year	**Lamar CISD**	**Ft Bend County**	**Total**
Base Tax	$ 390.01	$ 130.22	$ 520.23
Penalty & Interest	**120.90**	**40.37**	**161.27**
Attorney Fees	**102.18**	**34.12**	**136.30**
Total	$ 613.09	$ 204.71	$ 817.80

2007 Tax Year	**Lamar CISD**	**Ft Bend County**	**Total**
Base Tax	$ 327.01	$ 130.22	$ 457.23
Penalty & Interest	**62.13**	**24.74**	**86.87**
Attorney Fees	**77.83**	**30.99**	**108.82**
Total	$ 466.97	$ 185.95	$ 652.92

Sub-total Penalty, Interest & Attorney Fees. $493.26

AGENDA ITEM

24C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	3/4/09	**Submitted By:**	Rose Askew
		Department:	Commissioner Pct. 1
Court Agenda Date:	3/17/09	**Phone Number:**	281.344.9400

SUMMARY OF ITEM:
Adopt a Resolution by Fort Bend County in support of President Obama's budget for the Clear Creek Federal Flood Control Project item for the U.S. Army Corp of Engineers General Reevaluation Report on Clear Creek.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☒

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☐	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

COUNTY JUDGE'S
RECEIVED
MAR 05 2009

Special Handling Requested (specify):

3-20-09 orig. ret. to Rose at Comm Pct. 1

RESOLUTION

FORT BEND COUNTY RESOLUTION IN SUPPORT OF THE PRESIDENT'S BUDGET FOR THE CLEAR CREEK FEDERAL FLOOD CONTROL PROJECT ITEM FOR THE U.S. ARMY CORPS OF ENGINEERS GENERAL REEVALUATION REPORT ON CLEAR CREEK.

WHEREAS, the Clear Creek watershed is a major drainage artery that drains 260 square miles, 47 linear miles serving Harris, Brazoria, Fort Bend, and Galveston Counties and 16 cities;

WHEREAS, the majority of the watershed was impacted by Tropical Storm Allison which caused damage to over 3,000 residential structures along Clear Creek and its tributary channels;

WHEREAS, the different counties within the watershed have experienced severe structural and non-structural flooding along Clear Creek over the past 20 years; flood levels during Tropical Storm Allison were recorded as the second highest to devastate the watershed;

WHEREAS, the local communities, through their office of Floodplain Administrators and the Clear Creek Watershed Steering Committee, are working diligently as requested by the Corps to comply with Policy Guidance Letter 52 to implement a Floodplain Management Plan that will protect a future sponsored Corps project for Clear Creek;

WHEREAS, the Galveston District U.S. Army Corps of Engineers requested $2 million for Budget Year 2010 for the General Reevaluation Report; and President Barack Obama has presented his Budget to the U.S. Congress without the $2 million requested by the Corps;

NOW, THEREFORE, BE IT RESOLVED that the Fort Bend County Commissioners' Court hereby encourages the U.S. Congress to appropriate $2 million for the General Reevaluation Report on Clear Creek in an effort to complete the report and to protect the health, safety, and welfare of the citizenry of the Counties of Harris, Brazoria, Fort Bend, and Galveston.

Approved this 17 day of March, 2009.

Robert Hebert, County Judge

Richard Morrison, Commissioner, Precinct 1

Grady Prestage, Commissioner, Precinct 2

Andy Meyers, Commissioner, Precinct 3

James Patterson, Commissioner, Precinct 4

Dianne Wilson, County Clerk

25 A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: *Agenda Coordinator, County Judge's Office*

Date Submitted: 03/10/09

Court Date: 03/17/09

Submitted By: Ike Watkins, Jr.
Department: Comm. Pct. 2
Telephone: 281-403-8004

SUMMARY OF ITEM: Take all appropriate action to suspend the requirement for soliciting statements of qualifications for the architectural and engineering services for the Precinct 2 Senior Citizens Center and authorize contract negotiations with Archi*Technics/3.

Renewal Agreement/Appointment: YES ☐ NO ☐

Reviewed by County Attorney's Office: YES ☐ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO ☐

Funding Source: Fund:_____ Agency: ____ Organization:_____ Object:_____

Requires Auditor to Certify Funds: YES ☐ NO ☐

Instructions for submitting an Agenda Request:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.**
- **Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

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If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to: (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

☒ Auditor	(281-341-3774)	☒ Comm. Pct. 1	(281-342-0587)
☒ Budget Officer	(281-344-3954)	☒ Comm. Pct. 2	(281-403-8009)
☒ Facilities/Planning	(281-633-7022)	☒ Comm. Pct. 3	(281-242-9060)
☒ Purchasing Agent	(281-341-8642)	☒ Comm. Pct. 4	(281-980-9077)
☒ Information Technology	(281-341-4526)	☒ County Clerk	(281-341-8697)
☐ Other: _____		☒ County Atty	(281-341-4557)

Recommendation:

Special Handling: _____

26A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: March 2, 2009
Court Agenda Date: March 17, 2009

Submitted By: Mandi Bronsell
Department: Commissioner Pct. 3
Phone Number: 281-494-9076

SUMMARY OF ITEM:
Discuss and consider taking action to waive any and all permitting fees for the new construction of Fire Station #3 to be located at 26051 Fulshear-Gaston Road, Richmond, TX 77469. To include permit fees required by Fort Bend County Engineering.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
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Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
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☐	Auditor	(281-341-3774)	☐	Comm. Pct. 1	(281-342-0587)
☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Fort Bend County Emergency Services District #4
P. O. Box 494
Fulshear, Texas 77441
Phone 281-533-0095

February 09, 2009

Fort Bend County Commissioners Court
Commissioner Andy Meyers
1809 Eldridge Pkwy
Sugar Land, TX 77478

SUBJECT: Request for Waiver of FBC Permit Fees

Dear Commissioner Meyers:

The Fort Bend County Emergency Services District #4 respectfully requests the Fort Bend County Commissioner Court waive any and all permitting fees for the new construction of our fire station #3 to be located at 26051 Fulshear-Gaston Road, Richmond, Texas, 77469. This would include the permit fees required by the County Engineering Office. All required permit applications, forms, and supportative documents have been submitted to the appropriate office.

The new station will provide emergency services to the east side of our district as well as offer housing for Fort Bend County EMS personnel and equipment as needed. The site design complies with the Fort Bend County Outdoor Lighting Regulation and platting has been approved.

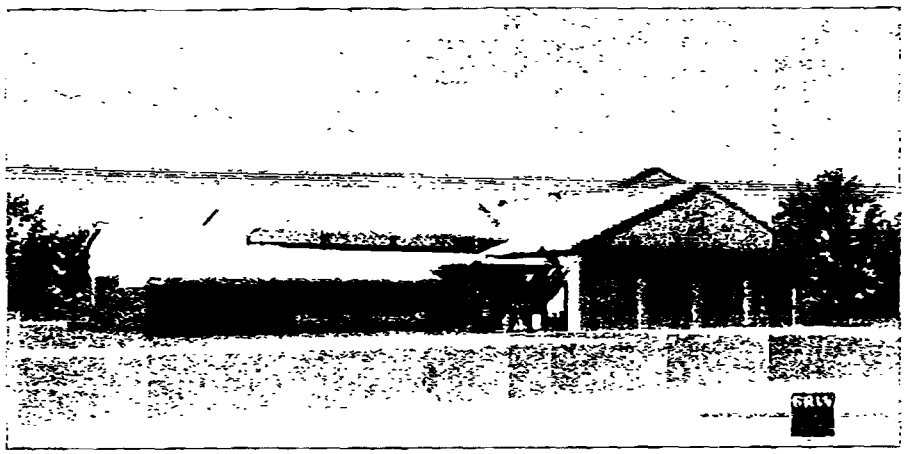
Thank you for your consideration.

Sincerely,

Jim Minton
Commissioner - FBCESD #4

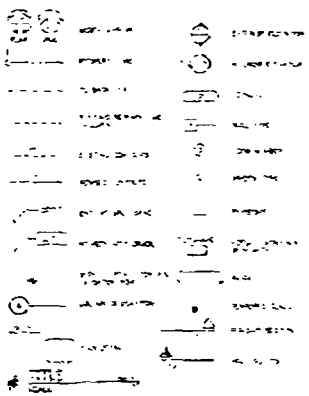
FORT BEND COUNTY ESD NO. 4
FIRE STATION NO. 3

26051
26501 FLEISHEAR GASTON RD.
FLEISHEAR, TX 77441
SRW PROJECT # 28003.00



OWNER	FORT BEND COUNTY ESD NO. 4 P.O. BOX 494 FLEISHEAR, TEXAS 77441 (281) 346-2810
ARCHITECT	BROWN REYNOLDS WATFORD ARCHITECTS, INC. 3700 EARL RUDDER FREEWAY SOUTH, SUITE 4000 COLLEGE STATION, TEXAS 77845 (979) 696-5191
CIVIL ENGINEER	JONES CARTER, INC. 8207 NEW TRAILS DRIVE, SUITE 200 THE WOODLANDS, TEXAS 77381 (281) 363-4039
STRUCTURAL ENGINEER	ROBERTSON CONSULTING ENGINEERS 1008 WOODCREEK DRIVE COLLEGE STATION, TEXAS 77845 (979) 693-3434
MECHANICAL / ELECTRICAL / PLUMBING ENGINEER	LARRY DEGELMAN, P.E. 2776 QUAIL RUN COLLEGE STATION, TEXAS 77845 (979) 696-2576

SYMBOL LEGEND





VICINITY MAP

MASTER KEYNOTE LIST

CODE INFORMATION

ALTERNATES

INDEX OF DRAWINGS

AS PER ORIGINAL

AS PER ORIGINAL

26B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORD-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: February 20, 2009
SUBMITTED BY: Patsy Schultz
DEPARTMENT: Tax Assessor /Collector
AGENDA DATE: March 17, 2009
PHONE NO.: 281-341-3735

SUMMARY OF ITEM: Waiver of Penalty & Interest & Attorney Fees; The Good Faith Group Inc, Acct# 9960-20-207-0093-914; Tax Year 2007; Precinct # 3

RENEWAL CONTRACT/AGREEMENT: Yes ( ) No ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES ( ) NO ( )

LIST SUPPORTING DOCUMENTS ATTACHED: 1. Request for Waiver
2. Recommendation from the Tax Collector
3. Tax Receipt

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND:__ ____AGENCY_____ORGANIZATION:_____OBJECT:_____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: Yes (x)
If by E-Mail to ospindon@co.fort- bend.tx.us If by Fax to 281-341-8609
Distribute copies with back-up to all listed below. If by Fax, send to numbers below

yes (x) Auditor	(281-341-3774)	yes (x) Comm. Pct. 1	(281-342-0587)
yes (x) Budget Officer	(281-344-3954)	yes (x) Comm. Pct. 2	(281-403-8009)
yes (x) County Attorney	(281-341-4557)	yes (x) Comm. Pct. 3	(281-242-9060)
yes ( ) Purchasing Agent	(281-341-8642)	yes (x) Comm. Pct. 4	(281-980-9077)
yes (x) County Clerk	(281-341-8697)	yes ( ) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Tax Assessor Collector Patsy Schultz
I do recommend waiver of penalty and interest & Attorney Fees

AS PER ORIGINAL

COUNTY TAX ASSESSOR / COLLECTOR

Fort Bend County, Texas

Patsy Schultz, RTA
County Tax Assessor/Collector
500 Liberty Street, Suite 101
Richmond, TX 77469

(281) 341-3710
Fax (281) 341-9267
Email: schulpat@co.fort-bend.tx.us
www.fortbendcountytax.com

DATE: February 16, 2009

TO: County Judge Robert E. Hebert
Commissioner Richard Morrison
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner James Patterson
Roy Cordes, County Attorney

FROM: Patsy Schultz, RTA
Tax Assessor/Collector

RE: Waiver of Penalty and Interest –The Good Faith Group, Inc.: Acct#9960-20-207-0093-914 2007 Tax Year; Legal Description: Personal Property Furn, FIX & Equip located @6193 Hwy Blvd #211 in Katy;
Precinct 3

Mr. Kevin M. Daniels, President. representing; The Good Faith Group, Inc. is requesting waiver of penalty and interest on the above referenced account for the 2007 tax year because he states that the mailing address was incorrect.

Tax Office records indicate:

- October 30, 2007—2007 Original Tax Statement was mailed to Good Faith Group Inc The c/o CU Factory Built Lending LP 6061 W IH 10 San Antonio, TX 78201-2110. **Original statement was not returned by Post Office.**
- February 22, 2008--2007 Property Tax Reminder was mailed to Good Faith Group Inc The c/o CU Factory Built Lending LP 6061 W IH 10 San Antonio, TX 78201-2110. **Property Tax reminder was not returned by Post Office.**
- February 26, 2008—2007 33.11 Notice mailed to Good Faith Group Inc The c/o CU Factory Built Lending LP 6061 W IH 10 San Antonio, TX 78201-2110. **33.11 Notice was not returned by Post Office.**
- Ft. Bend Central Appraisal District list the owner as The Good Faith Group Inc. c/o CU Factory Built Lending LP, 6061 W IH 10 San Antonio, TX 78201-2110.
- January 9, 2009—Letter faxed to Patsy Schultz from Ralph Anders, RPA, Ft Bend Central Appraisal District in which he stated he was contacted by Mr. David Stokley, CPA. Mr. Stokley stated that the address for The Good Faith Inc for the above account was incorrect. After Mr. Anders reviewed the property he found that CAD had listed an incorrect address for this account. The 2007 Business Personal Property Rendition filed in May listed the business address as 7306 Penny Lane Katy, TX 77494.(copies of letter & 2007 Business Personal Property Rendition for the above account).

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES

AS PER ORIGINAL

Breakdown of Taxes Paid:

2007 Tax Year	Fort Bend County	Total
Base Tax	$ 115.08	$ 115.08
Penalty & Interest	**27.62**	**27.62**
Attorney Fees	**28.54**	**28.54**
Total	$ 171.24	$ 171.24

Total Penalty, Interest & Attorney Fees: $56.16

I **do** recommend waiver of penalty, interest & attorney fees. There is evidence of an error by the Central Appraisal District. Property Tax Code Section 33.011 (a) (1). "The governing body of a taxing unit: shall waive penalties and interest and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency..."

DUPLICATE TAX RECEIPT

AS PER ORIGINAL

PATSY SCHULTZ, RTA
FORT BEND COUNTY TAX ASSESSOR/ COLLECTOR
500 LIBERTY STREET SUITE 101
RICHMOND, TEXAS 77469-3500
(281) 341-3710

Certified Owner:

GOOD FAITH GROUP INC TIIE
C/O CU FACTORY BUILT LENDING LP
6061 W IH 10
SAN ANTONIO , TX 78201-2110

Legal Description:

PERSONAL PROPERTY FURN, FIX & EQUIP LOCA TED @ 6193 HWY BLVD #211 IN KATY

Parcel Address: 6193 HIGHWAY BLVD
Legal Acres: 0.0000

Remit Seq No: 13444456 , 13444455
Receipt Date: 01/28/2009
Deposit Date: 01/30/2009
Print Date: 02/16/2009

Deposit No: O90130AW1
Validation No: 900000016230774
Account No: 9960-20-207-0093-914
Operator Code: ANDREWG

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Atty Paid	Total
2008	Fort Bend Co Drainage	33,600	0.016000	5.38	0.00	0.00	5.38
2008	Fort Bend Co Gen Fnd	33,600	0.483760	162.54	0.00	0.00	162.54
2007	Fort Bend Co Drainage	22,270	0.018000	4.01	0.96	0.99	5.96
2007	Fort Bend Co Gen Fnd	22,270	0.498740	111.07	26.66	27.55	165.28
				$283.00	$27.62	$28.54	$339.16

Check Number(s):
663 , 662

PAYMENT TYPE:
Checks: $339.16

Exemptions on this property:

Total Applied: $339.16

Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
THE GOOD FAITH GROUP INC
7306 PENNY LANE
KATY , TX 77494

(281) 341-3710

AS PER ORIGINAL

February 9, 2009

County Judge Robert E. Hebert
301 Jackson
Suite 719
Richmond, TX 77469

Dear Judge Hebert:

We are hereby requesting a position on the Commissioner's Court Agenda to present our case—a waiver of penalty and interest, in the amount of $56.16, for 2007 property taxes paid to the Fort Bend County Tax Assessor/Collector for the following property:

6193 Highway Blvd.
Suite 211
Katy, TX 77494

Account # 9960-20-207-0093-914
CAD: P313879

We have paid our account in full for the tax year 2007, including penalty and interest, in the amount of $171.24, the result of an incorrect mailing address that was propagated by the Fort Bend Central Appraisal District. To aid in your decision, we have included the following documents:

- A copy of the Delinquent Tax Statement Detail, which details the total amount of taxes due, and shows the *incorrect* "mail to:" address (we would like this corrected)
- A copy of a current Tax Receipt for taxes paid showing the *incorrect* address underneath the "Certified Owner:" heading (we would like this corrected)
- A copy of the original Property Rendition Form that shows the *correct* business name and mailing address for our business
- A copy of a letter from Ralph Anders, RPA (Fort Bend Central Appraisal District), to Patsy Schultz (Fort Bend County Tax Assessor/Collector), indicating the error on their part for the incorrect mailing information that was placed on our 2007 and 2008 property tax bills

We are respectfully requesting a waiver and refund of the penalty and interest paid for tax year 2007 and all records corrected with the proper company name and mailing address.

Thank you for your consideration in this matter.

Kevin M. Daniels, President

The Good Faith Group, Inc.
7306 Penny Lane
Katy, TX 77494

(281) 846-8149

COUNTY JUDGE
RECEIVED
FEB 11 2009

FEB 12 2009

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **17th** day of **March** 2009 , the Commissioners' Court, with the following members being presen

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Auditor's Office** **Various**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Election Fees	100411100-63000	$ 108,353
Treasurer's Office - Fees	100497100-63000	1,135
	TOTAL TRANSFERRED TO:	**$ 109,488**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Non-Departmental Contingency	100409100-66500	$ 109,488
	TOTAL TRANSFERRED FROM:	**$ 109,488**

EXPLANATION: Transfer funds for reallocation of FY2008 expenses to FY2009.

Department Head: _____ Date: 3/10/09

*** **USE WHOLE DOLLAR AMOUNTS ONLY** ***

THE COUNTY OF FORT BEND

BY: Robert E Hebert

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

27B

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the **17th** day of **March** 2009 , the Commissioners' Court, with the following members being presen

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **County Clerk - Records Management** **270403101**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Contingency	270403101-66500	$ 342,517
	TOTAL TRANSFERRED TO:	**$ 342,517**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fund Balance	270403101-34000	$ 342,517
	TOTAL TRANSFERRED FROM:	**$ 342,517**

EXPLANATION: Transfer to reallocate funds to contingency that were used for rollover purchases.

Department Head: RET Date: 3/10/09

*** **USE WHOLE DOLLAR AMOUNTS ONLY** ***

THE COUNTY OF FORT BEND

BY: Robert E Hebert

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

28

FORT BEND COUNTY FY 2008 9
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: March 4, 2009, 2008	**Submitted By:** John Oldham **Department:** Elections
Court Agenda Date: March ~~10~~ 17, 2008	**Phone Number:** 341-8673

SUMMARY OF ITEM: Approval of contracts for May 9, 2009 Municipal & School Elections with City of Fulsher, City of Meadows Place, City of Rosenberg, FBISD, Lamar CISD, & City of Missouri City.

AGENDA ITEM

RENEWAL AGREEMENT/APPOINTMENT	**YES** ☐	**NO** ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE:	**YES** ☐	**NO** ☐

List Supporting Documents Attached: *Contracts to be provided*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☒

FUNDNG SOURCE: (If Applicable):

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☒

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-4-09 origs. ret. to Robin at Elections

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Fulshear, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 9, 2009 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

Political Subdivision is holding a general election for the purpose of electing municipal officials on May 9, 2009.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

Each party is responsible for making the submission, if any is required or desired, to the United States Justice Department pursuant to the Voting Rights Act of 1965, as amended, and no party hereto shall have any responsibility or duty in connection with the submission relating to the election to be held at the expense of any other party hereto.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 9, 2009 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than May 8, 2009 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 9, 2009 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time

personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Gracie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions.

Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This agreement 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.

7. In the event of one of more of the provisions contained in this Agreement 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 agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be $6,492.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $3,895.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 9, 2009 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 17 day of March, 2009 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the _____ day of _____, 2009 been executed on behalf of the City of Fulshear by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____
Robert E. Hebert, County Judge

ATTEST:

CITY OF FULSHEAR, TEXAS

By _____
Presiding Officer or Authorized Representative

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____
Mary Reveles
Assistant County Attorney

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Meadows Place, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 9, 2009 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

Political Subdivision is holding a general election for the purpose of electing municipal officials on May 9, 2009.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

Each party is responsible for making the submission, if any is required or desired, to the United States Justice Department pursuant to the Voting Rights Act of 1965, as amended, and no party hereto shall have any responsibility or duty in connection with the submission relating to the election to be held at the expense of any other party hereto.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 9, 2009 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than May 8, 2009 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 9, 2009 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Gracie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that

the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This agreement 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.

7. In the event of one of more of the provisions contained in this Agreement 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 agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be $3,290.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $1,974.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 9, 2009 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

RECORDED ON 3-25-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 17 day of March, 2009 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the 24 day of February, 2009 been executed on behalf of the City of Meadows Place by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Robert E. Hebert, County Judge

ATTEST:

Elaine Herft

Elaine Herft, City Secretary

CITY OF MEADOWS PLACE, TEXAS

By _____

Presiding Officer or Authorized Representative
Charles Jessup, Mayor

CONTRACTING OFFICER

_____

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____

Mary Reveles
Assistant County Attorney

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Missouri City, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 9, 2009 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

Political Subdivision is holding a general election for the purpose of electing municipal officials on May 9, 2009.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

The Elections Administrator, with the assistance of the Fort Bend County Attorney, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures, pursuant to the Voting Rights Act of 1965, as amended. This submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections with Fort Bend County on May 9, 2009.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 9, 2009 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than May 8, 2009 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 9, 2009 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Gracie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This agreement 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.

7. In the event of one of more of the provisions contained in this Agreement 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 agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be $23,311 Political Subdivision agrees to pay to Fort Bend County a deposit of $13,986.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's

obligation under the terms of this agreement shall be calculated after the May 9, 2009 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 17 day of March, 2009 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the _____ day of _____, 2009 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____
Robert E. Hebert, County Judge

ATTEST:

POLITICAL SUBDIVISION

By _____
Presiding Officer or Authorized Representative

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____
Mary Reveles
Assistant County Attorney

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Rosenberg, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 9, 2009 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

Political Subdivision is holding a general election for the purpose of electing municipal officials on May 9, 2009.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

The Elections Administrator, with the assistance of the Fort Bend County Attorney, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures, pursuant to the Voting Rights Act of 1965, as amended. This submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections with Fort Bend County on May 9, 2009.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 9, 2009 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than May 8, 2009 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 9, 2009 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Gracie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This agreement 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.

7. In the event of one of more of the provisions contained in this Agreement 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 agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be $6,790.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $4,074.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 9, 2009 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political

Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 17 day of March, 2009 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the 3rd day of February, 2009 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Robert E. Hebert, County Judge

ATTEST:

Linda Cernosek

POLITICAL SUBDIVISION

By _____

Presiding Officer or Authorized Representative

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By Mary Reveles

Mary Reveles
Assistant County Attorney

AS PER ORIGINAL

Rosenberg proposed Election Services Contract
Estimate for the conduct of the May 9, 2009 Election

A. Statistical Information

1.	Projected voter turnout in election	
2.	Number of election day polling places (excluding early voting)	4
3.	Number of county designated election precincts	
4.	Number of polling places shared with another entity	4
5.	Number of public buildings used as polling places	4
6.	Number of early voting stations	1
7.	Voting system:	DRE

AS PER ORIGINAL

B. Cost of Election

									Estimate	Actual
1.	Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)									
			Clerks	x	Rate	x	Hours	/ Entities		
	a. Early voting judges / clerks		3	x	$10	x	90	/ 2	$1,350	
		Locations	Clerks	x	Hours	x	Rate	/ Entities		
	b. Election day judges / clerks	4	5	x	20	x	$9	/ 2	$1,800	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)									
	a. Number of clerks and judge		3				$9		$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))								Estimate $200	Actual
4.	Election supplies & equipment									
		Election	Kits	x	Cost	/	Entities			
	a. Early Voting supply kits		1	x	$35	/	2		$18	
			Units	x	Rate	/	Entities			
	b. Early Voting laptop PCs		1	x	$125	/	2		$63	
	c. Early Voting label printers		1	x	$25	/	2		$13	
	d. Early Voting JBCs		1	x	$125	/	2		$63	
	e. Early Voting eSlates	(3 -2)	3	x	$125	/	2	(2 Free)	$63	
	f. Early Voting DAUs		1	x	$150	/	2		$75	
			Units	x	Rate	/	Entities			
	g. Election Day supply kits		4	x	$35	/	2		$70	
	h. Election Day JBCs		4	x	$125	/	2		$250	
	i. Election Day DAUs		4	x	$150	/	2		$300	
	j. Election Day laptop PC's		4	x	$125		2		$250	
	k. Election Day label printers		4	x	$25		2		$50	
			Units - Free	x	Rate	/	Entities			
	l. Election Day eSlates	(12-2)	10	x	$125	/	2		$625	
5.	Preparation and transportation of voting equipment & supplies									
	a. Election								$200	
6	Polling place rental (TEC § 43.031, 43.033)									
	a. Election (number of polling places rented)								0	

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

AS PER ORIGINAL

7.	Publication of electronic voting system notices) (TEC § 127.096(a)) a. Election	$5	
8.	Miscellaneous election expenses (itemize)	Estimate	Actual
	a. General		
	Ballot Layout & Coding	$450	
	Absentee Ballots -Printed & Mailed @ $1.00	$250	
	Mileage reimbursements	$50	
		$0	
		$0	
		$0	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
	a. Election	$618	
10.	Cost of Joint election	$6,790	

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Fort Bend ISD, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 9, 2009 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

Political Subdivision is holding a general election to elect School Board Trustees (at the expense of Political Subdivision) on May 9, 2009.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

Each party is responsible for making the submission, if any is required or desired, to the United States Justice Department pursuant to the Voting Rights Act of 1965, as amended, and no party hereto shall have any responsibility or duty in connection with the submission relating to the election to be held at the expense of any other party hereto.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 9, 2009 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than May 8, 2009 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 9, 2009 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during

early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Gracie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This agreement 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.

7. In the event of one of more of the provisions contained in this Agreement 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 agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

t is estimated that Political Subdivision's obligation under the terms of this agreement shall be $92,137.00. Political Subdivision agrees to pay to Fort Bend County a deposit of $55,282.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's

obligation under the terms of this agreement shall be calculated after the May 9, 2009 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 17 day of March, 2009 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the 23rd day of February, 2009 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____
Robert E. Hebert, County Judge

ATTEST:

POLITICAL SUBDIVISION

By _____
Presiding Officer or Authorized Representative

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____
Mary Reveles
Assistant County Attorney

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Lamar CISD, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 9, 2009 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

Political Subdivision is holding a general election to elect School Board Trustees for districts 1, 2, 3, & 6 (at the expense of Political Subdivision) on May 9, 2009.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

Each party is responsible for making the submission, if any is required or desired, to the United States Justice Department pursuant to the Voting Rights Act of 1965, as amended, and no party hereto shall have any responsibility or duty in connection with the submission relating to the election to be held at the expense of any other party hereto.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 9, 2009 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than May 8, 2009 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 9, 2009 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

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The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department.

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Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

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The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Gracie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

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Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

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Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

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Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

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A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This agreement 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.

7. In the event of one of more of the provisions contained in this Agreement 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 agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

t is estimated that Political Subdivision's obligation under the terms of this agreement shall be $8112.00 PoliticalSubdivision agrees to pay to Fort Bend County a deposit of $4867.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 9, 2009 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited,

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 17 day of March, 2009 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the 12th day of February, 2009 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY

By Robert E. Hebert

Robert E. Hebert, County Judge

ATTEST:

Karen Vacek

POLITICAL SUBDIVISION

By Thomas Randle

Presiding Officer or Authorized Representative

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By Mary Reveles

Mary Reveles
Assistant County Attorney

AGENDA ITEM

29A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/12/2009

Court Agenda Date: 03/17/2009

Submitted By: Jeff D. Braun
Department: Emergency Management
Phone Number: 281-342-6185

SUMMARY OF ITEM: Take all appropriate action to request an additional grant funded position, Planning Coordinator, Grade 11 of the Professional/Management Policy Group, effective the first pay period following approval by Commissioners Court (3/21/09).

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

COUNTY JUDGE
RECEIVED
MAR 11 2009

List Supporting Documents Attached:

- *Letter from Department*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit: 100580999 Account Number: 20000 / 21000
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: OEM File		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action to request the addition of an additional, grant funded position, Planning Coordinator, Grade 11 of the Professional /Management Policy Group, effective the first pay period following approval by Commissions Court (03/21/2009).

Special Handling Requested (specify)

Fort Bend County
Office of Emergency Management
Jeff D. Braun
Emergency Management Coordinator

Memorandum

Date: March 11, 2009

To: Members of Commissioner's Court

From: Jeff D. Braun, Emergency Management Coordinator

Regarding: Request for Additional Grant Funded Position: Planning Coordinator

Court Date: 03/17/09

The Office of Emergency Management requests that the Court approve the addition of the above reference position utilizing grand funds from the 2008 UASI grant specified for Planning. This position will enhance the County EOC's capacity to plan, respond, recover, from a WMD, or natural hazards, incident. The development of a more robust and integrated GIS system in the EOC will allow for better support to first responders, decision makers, and jurisdictions during emergencies/disasters, as well as providing better consequence management associated with a WMD event. Better pre-planning for special events and hurricane preparation will be accomplished through the ability to use the GIS database for pre-positioning resources, evacuation planning, etc.... The position may provide have regional responsibilities for assigned projects covering Fort Bend County and the Houston Metro area. The Planning Coordinator position will be effective the first pay period following court approval (03/21/09).

The 2008 UASI grant allows for the allocation of $275,000 for personnel assigned to Planning (2.5 FTE's).

AGENDA ITEM

29B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/12/2009
Court Agenda Date: 03/17/2009

Submitted By: Jeff D. Braun
Department: Emergency Management
Phone Number: 281-342-6185

SUMMARY OF ITEM: Take all appropriate action to request the addition of a new grant funded position, Regional Public Information and Crisis Communications Systems Administrator, Grade 12 of the Professional/Management Policy Group, effective the first pay period following approval by Commissioners Court (3/21/09)

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached:

- *Letter from Department*
- *Human Resources Approval Letter*

COUNTY JUDGE
RECEIVED
MAR 11 2009

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit: 100580999 Account Number: 20000 / 21000
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: SALARIES

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: OEM File		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve the addition of a new grant funded position, Regional Public Information and Crisis Communications Systems Administrator, Grade 12 of the Professional/Management Policy Group, effective the first pay period *following approval by Commissioners Court (3/21/09)*

Special Handling Requested (specify)

HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

Kent M. Edwards, PHR
Human Resources Director

MEMORANDUM

TO: Jeff Braun, Emergency Management Coordinator

FROM: Lewis Entricht, SPHR (LE)
Senior Human Resources Generalist

CC: Pamela Gubbels, Director of Finance and Investments

DATE: February 24, 2009

SUBJECT: Job Evaluation Results

Human Resources has reviewed the Job Evaluation Questionnaires (JEQ) submitted for your department. Based on the information contained in the JEQ forms, the positions were classified as follows:

Current Job Title	Current Grade	Evaluated Grade	New Job Title	Policy Group
New Position	N/A	12	Regional Public Information and Crisis Communication System Administrator	Professional/Management

Please note that although HR evaluates requests for new positions, the approval for these positions takes place through the Commissioner's Court.

Should you have any questions, please contact me at 281/341-8619.

LE/bd

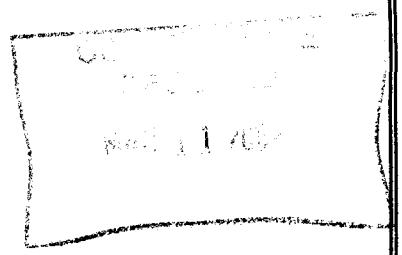
29C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/10/09	**Submitted By: Jeff D. Braun**
	Department: Emergency Management
Court Agenda Date: 3/17/09	**Phone Number: 281-342-6185**

SUMMARY OF ITEM: The Public Information Emergency Response (PIER) Center project was a 2007 UASI Grant funded project administered by Fort Bend County wherein the county purchased (30) centers from PIER Systems and coordinated its implementation in training efforts. The PIER Center is a web-based public information system that is critical in disseminating information in emergency situations. The (16) jurisdictions denoted below applied for ownership of the centers and through the County Attorney's Office, Assignments were created to transfer ownership. The jurisdictions have executed the Assignments and the execution of the documents by Fort Bend County will complete this transfer. The centers were paid through the 2007 UASI Grant program. The cost of maintaining the centers will be paid by the jurisdictions. The Assignments have been reviewed by the County Attorney's Office and approved as to legal form.

1. City of Missouri City (Two originals)
2. City of Sugar Land (One original)
3. City of Rosenberg (Two originals)
4. Lamar Consolidated Independent School District (One original)
5. Fort Bend Independent School District (One original)
6. City of Pasadena (Two originals)
7. Metropolitan Transit Authority of Harris County (Two originals)
8. Texas Medical Center (One original)
9. Harris County Department of Education (Two originals)
10. Montgomery County (Two originals)
11. Galveston County (One original)
12. South Texas Project (One original)
13. National Aeronautics and Space Administration (One original)
14. Montgomery County Hospital District (Two originals)
15. Conroe Independent School District (One original)
16. Harris County (Four originals)



RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached: ***Individual jurisdiction Assignments as listed above.***

3-20-09 origs. ret. to Jeff at Emerg. Manage.

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and City of Missouri City (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center(s); and

WHEREAS, ~~Assignor and Assignee have executed a~~ Assignee has executed, and Assignor will execute, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center(s);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center(s) identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the Additional Center(s) including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the Additional Center(s). Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center(s) and shall indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency

Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to City of Missouri City, 3849 Cartwright, Missouri City, TX 77459 Attention: Russell Sonder, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

Robert Hebert
County Judge

3-17-09
Date

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

ASSIGNEE:

Authorized Agent- Signature

10/20/08
Date

Allen Owen
Authorized Agent- Printed Name

Mayor
Authorized Agent- Title

EXHIBIT A



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of $586,300.00 specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-5351

ATTEST: _____

Dianne Wilson, County Clerk

1-8-08

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $586,300.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser, (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser, (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order, provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

   a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

   b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

   c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

   d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

   e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

   f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

   g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

   h. Transmission of chain letters;

   i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

   j. Using any method to breach security or authentication measures;

   k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Data Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: FORT BEND COUNTY
Name of Organization (Homeland Security Grant Sub-Recipient)

301 JACKSON ST., RICHMOND, FORT BEND COUNTY 77469
Street/Mailing Address, City, County, Zip

ROBERT E. HEBERT, COUNTY JUDGE
Printed Name and Title

Signature

3-17-09
Date

Transferred To: City of Missouri City
Name of Organization (Homeland Security Grant Sub-Recipient)

1522 Texas Parkway Missouri City, TX 77489
Street/Mailing Address, City, County, Zip

Allen Owen, Missouri City Mayor
Printed Name and Title

Signature

10/20/08
Date

This is to certify that the property described below was acquired by the expenditure of (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Homeland Security Grant Program 2007

Property being Transferred:

Item description: 1 PIER Center
Item Control Number
Serial Number/VIN:
Model Number: Not applicable
Acquisition Date: Upon request under January 8, 2008 PIER purchase agreement
Unit Cost: $13,240

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and City of Sugar Land (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center(s); and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center(s);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center(s) identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the Additional Center(s) including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the Additional Center(s). Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center(s) and shall indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency

Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to City of Sugar Land, Po Box 110, Sugar Land, Tx 77487-0110, Attention: Pat Pollicoff, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

_____ 3-17-09
County Judge Date

ATTEST:

_____
Dianne Wilson, County Clerk

ASSIGNEE:

_____ 9/3/08
Authorized Agent- Signature Date

Pat Pollicoff

Authorized Agent- Printed Name

Communications Director

Authorized Agent- Title

EXHIBIT A



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of $586,300.00 specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____
Name: Robert Hebert
Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____
Name: Gerald Baron
Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225
Fax: (360) 647-5351

ATTEST: _____
Dianne Wilson, County Clerk

1-8-08
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $586,300.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as Exhibit A, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as Exhibit B, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as Exhibit C.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached Exhibit E.

"Planning, Provisioning and Training Services" means the services described in attached Exhibit D.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached Exhibit F. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order, provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

    a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

    b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

    c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

    d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

    e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

    f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

    g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

    h. Transmission of chain letters;

    i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

    j. Using any method to breach security or authentication measures;

    k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Data Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

AS PER ORIGINAL

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-17-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: FORT BEND COUNTY
Name of Organization (Homeland Security Grant Sub-Recipient)

309 S. 4th, SUITE 719, RICHMOND, FORT BEND COUNTY, 77469
Street/Mailing Address, City, County, Zip

ROBERT E. HEBERT, COUNTY JUDGE
Printed Name and Title

Signature Date 3-17-09

Transferred To: City of Sugar Land
Name of Organization (Homeland Security Grant Sub-Recipient)

Po Box 110, Sugar Land, TX 77487-0110
Street/Mailing Address, City, County, Zip

Pat Pollicoff, Communications Director
Printed Name and Title

Signature Date 9/3/08

This is to certify that the property described below was acquired by the expenditure of (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description: PIER CENTER
Item Control Number N/A
Serial Number/VIN: N/A
Model Number: N/A
Acquisition Date: UPON REQUEST UNDER JANUARY 8, 2008 PIER PURCHASE AGREEMENT
Unit Cost: ONE (1) UNIT AT $13,240.00 PER UNIT

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and City of Rosenberg (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center(s); and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center(s);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center(s) identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the Additional Center(s) including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the Additional Center(s). Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center(s) and shall indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency

Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to Rosenberg Police Department, 2120 Fourth Street, Rosenberg, Texas 77471 Attention: Mr. Dallis Warren, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

County Judge

3-17-09
Date

ATTEST:

Dianne Wilson, County Clerk

ASSIGNEE:

Authorized Agent- Signature

10/23/08
Date

Jack Hamlett

Authorized Agent- Printed Name

City Manager, City of Rosenberg

Authorized Agent- Title

EXHIBIT A



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of $586,300.00 specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-5351

ATTEST: _____

Dianne Wilson, County Clerk

1-8-08

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $586,300.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order; provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

AS PER ORIGINAL

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

   a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

   b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

   c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

   d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

   e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

   f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

   g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

   h. Transmission of chain letters;

   i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

   j. Using any method to breach security or authentication measures;

   k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Data Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: FORT BEND COUNTY
Name of Organization (Homeland Security Grant Sub-Recipient)

309 S. 4th SUITE 719, RICHMOND, FORT BEND COUNTY 77469
Street/Mailing Address, City, County, Zip

ROBERT E. HEBERT, COUNTY ATTORNEY
Printed Name and Title

Signature

3-17-09
Date

Transferred To: CITY OF ROSENBERG
Name of Organization (Homeland Security Grant Sub-Recipient)

2110 Fourth Street, Rosenberg, Texas 77471
Street/Mailing Address, City, County, Zip

Jack Hamlett, City Manager
Printed Name and Title

Signature

10-23-08
Date

This is to certify that the property described below was acquired by the expenditure of (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description: PIER CENTER
Item Control Number N/A
Serial Number/VIN: N/A
Model Number: N/A
Acquisition Date: GRN REQUEST UNDER JANUARY 8, 2008 PIER PURCHASE AGREEMENT
Unit Cost: ONE(1) UNIT AT $13,240.50 PER UNIT

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and Lamar Consolidated Independent School District (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center(s); and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center(s);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center(s) identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the Additional Center(s) including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the Additional Center(s). Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center(s) and shall indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency

Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to 3911 Avenue I Rosenberg, TX 77471, Attention: Thomas Randle, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY

_____ 3-17-09

County Judge Date

ATTEST:

_____

Dianne Wilson, County Clerk

ASSIGNEE:

Thomas Randle 9-22-08

Authorized Agent- Signature Date

Thomas Randle
Authorized Agent- Printed Name

Superintendent
Authorized Agent- Title

EXHIBIT A



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of **$586,300.00** specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-9351

ATTEST: Dianne Wilson

Dianne Wilson, County Clerk

1-8-08

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$586,300.00** to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order; provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

    a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

    b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

    c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

    d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

    e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

    f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

    g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

    h. Transmission of chain letters;

    i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

    j. Using any method to breach security or authentication measures;

    k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Date Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: FORT BEND COUNTY
Name of Organization (Homeland Security Grant Sub-Recipient)

309 S. 4TH SUITE 719, RICHMOND, FORT BEND COUNTY 77469
Street/Mailing Address, City, County, Zip

ROBERT E. HEBERT, COUNTY JUDGE
Printed Name and Title

Signature

3-17-09
Date

Transferred To: Lamar Consolidated ISD
Name of Organization (Homeland Security Grant Sub-Recipient)

3911 Avenue I Rosenberg, TX 77471
Street/Mailing Address, City, County, Zip

Thomas Randle, Superintendent
Printed Name and Title

Thomas Randle
Signature

9-22-08
Date

This is to certify that the property described below was acquired by the expenditure of (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description: PIER Center
Item Control Number N/A
Serial Number/VIN: N/A
Model Number: N/A
Acquisition Date: Upon request under January 8, 2008 PIER Purchase Agreement
Unit Cost: One (1) unit at $ 13,240.00 per unit

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and Fort Bend Independent School District (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center(s); and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center(s);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center(s) identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the Additional Center(s) including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the Additional Center(s). Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center(s) and shall indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency

Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to Fort Bend Independent School District, Attention: Ernesto Rodriguez, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

County Judge — Date: 3-17-09

ATTEST: Dianne Wilson

Dianne Wilson, County Clerk

ASSIGNEE:

Authorized Agent- Signature — Date: Nov. 4, 2008

Ernesto Rodriguez, Director Safe & Secure Schools

Authorized Agent- Printed Name

Fort Bend Independent School District

Authorized Agent- Title

EXHIBIT A



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of **$586,300.00** specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-5351

ATTEST: _____

Dianne Wilson, County Clerk

1-8-08

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$586,300.00** to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

AS PER ORIGINAL

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order; provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

    a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

    b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

    c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

    d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

    e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

    f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

    g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

    h. Transmission of chain letters;

    i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

    j. Using any method to breach security or authentication measures;

    k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Date Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   ii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-22-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: FORT BEND COUNTY
Name of Organization (Homeland Security Grant Sub-Recipient)

309 S. 4th SUITE 719, RICHMOND, FORT BEND COUNTY 77469
Street/Mailing Address, City, County, Zip

ROBERT E. HEBERT, COUNTY JUDGE
Printed Name and Title

Signature

3-17-09
Date

Transferred To: Fort Bend Independent School District
Name of Organization (Homeland Security Grant Sub-Recipient)

16431 Lexington Boulevard - Sugar Land, TX 77479-2308
Street/Mailing Address, City, County, Zip

Ernesto Rodriguez, Director Safe & Secure Schools
Printed Name and Title

Signature

11/3/08
Date

This is to certify that the property described below was acquired by the expenditure of (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description: PIER CENTER
Item Control Number N/A
Serial Number/VIN: N/A
Model Number: N/A
Acquisition Date: LOAN REQUEST UNDER JANUARY 8, 2008 PIER PURCHASE AGREEMENT
Unit Cost: ONE (1) UNIT AT $13,240.00 PER UNIT

Ord.2008-273

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and City of Pasadena (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center(s); and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center(s);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center(s) identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the Additional Center(s) including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the Additional Center(s). Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center(s) and shall indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency

Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to CITY OF PASADENA, 1211 SOUTHMORE, PASADENA, TEXAS 77501, Attention: JOHNNY ISBELL, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

County Judge

3-17-09
Date

ATTEST:

Dianne Wilson, County Clerk

ASSIGNEE:

X
Authorized Agent- Signature
JOHNNY ISBELL, MAYOR

11-12-08
Date

JOHNNY ISBELL

Authorized Agent- Printed Name

MAYOR

Authorized Agent- Title

EXHIBIT A



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of **$586,300.00** specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-5351

ATTEST: _____

Dianne Wilson, County Clerk

1-8-08

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$586,300.00** to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order, provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM. THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

    a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

    b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

    c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

    d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

    e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

    f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

    g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

    h. Transmission of chain letters;

    i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

    j. Using any method to breach security or authentication measures;

    k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Date Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: FORT BEND COUNTY
Name of Organization (Homeland Security Grant Sub-Recipient)

309 S. 4th SUITE 719, RICHMOND, FORT BEND COUNTY 77469
Street/Mailing Address, City, County, Zip

ROBERT E. HEBERT, COUNTY JUDGE
Printed Name and Title

Signature 3-17-09 Date

Transferred To: CITY OF PASADENA
Name of Organization (Homeland Security Grant Sub-Recipient)

1211 SOUTHMORE, PASADENA, TEXAS 77501
Street/Mailing Address, City, County, Zip

JOHNNY ISBELL, MAYOR
Printed Name and Title

X Signature 11-12-08 Date

This is to certify that the property described below was acquired by the expenditure of (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description: PIER CENTER
Item Control Number N/A
Serial Number/VIN: N/A
Model Number: N/A
Acquisition Date: UPON REQUEST UNDER JANUARY 8, 2008 PIER PURCHASE AGREEMENT
Unit Cost: ONE(1) UNIT AT $ 13,240.00 PER UNIT

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and Metropolitan Transit Authority of Harris County, Texas (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center(s); and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center(s);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center(s) identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the Additional Center(s) including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the Additional Center(s). Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center(s) and shall indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency

Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to P.O. Box 61429 Houston, TX 77208-1429, Attention: Timothy H. Kelly, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

County Judge

3-17-09
Date

ATTEST:

Dianne Wilson, County Clerk

ASSIGNEE:

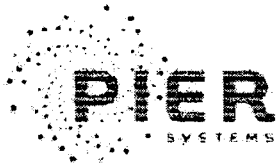
Authorized Agent-Signature

12-8-08
Date

Timothy H. Kelly
Authorized Agent- Printed Name

Assoc. Vice President & Asst. Chief of Police
Authorized Agent- Title

EXHIBIT A



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of **$586,300.00** specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-5351

ATTEST: Dianne Wilson

Dianne Wilson, County Clerk

1-8-08

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$586,300.00** to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order; provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

    a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

    b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

    c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

    d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

    e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

    f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

    g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

    h. Transmission of chain letters;

    i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

    j. Using any method to breach security or authentication measures;

    k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Date Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   ii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: FORT BEND COUNTY
Name of Organization (Homeland Security Grant Sub-Recipient)

309 S. 4TH SUITE 719, RICHMOND, FORT BEND COUNTY 77469
Street/Mailing Address, City, County, Zip

ROBERT E. HEBERT, COUNTY JUDGE
Printed Name and Title

Signature 3-17-09 Date

Transferred To: Metropolitan Transit Authority, Department of Public Safety
Name of Organization (Homeland Security Grant Sub-Recipient)

810 N. San Jacinto Houston, TX 77002
Street/Mailing Address, City, County, Zip

Timothy H. Kelly, Assoc Vice President & Asst. Chief of Police
Printed Name and Title

Signature 12-8-08 Date

This is to certify that the property described below was acquired by the expenditure of (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description: PIER UNIT
Item Control Number N/A
Serial Number/VIN: N/A
Model Number: N/A
Acquisition Date: UPON REQUEST UNDER JANUARY 8, 2008 PIER PURCHASE AGREEMENT
Unit Cost: ONE (1) UNIT AT $13,240.00 PER UNIT

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and Texas Medical Center (hereinafter "Assignee").

WITNESSETH:

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as **Exhibit A**, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center(s); and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes, for one (1) Additional Center(s);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center(s) identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the Additional Center(s) including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the Additional Center(s). Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center(s) and shall indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached

Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to **John P. McGovern Campus, 2450 Holcombe, Suite 1, Houston, Texas 77021, Attention: General Counsel**, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

ASSIGNOR:

FORT BEND COUNTY:

Robert Hebert
County Judge

3-17-09
Date

ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk

ASSIGNEE:

TEXAS MEDICAL CENTER



11/03/08

Richard E. Wainerdi
President, Chief Executive Officer and
Chief Operating Officer

Date

Authorized Agent

EXHIBIT A



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of **$586,300.00** specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-5351

ATTEST: _____

Dianne Wilson, County Clerk

1-8-08

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$586,300.00** to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order; provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

    a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

    b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

    c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

    d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

    e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

    f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

    g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

    h. Transmission of chain letters;

    i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

    j. Using any method to breach security or authentication measures;

    k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Date Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: FORT BEND COUNTY
Name of Organization (Homeland Security Grant Sub-Recipient)

309 S. 4TH SUITE 719, RICHMOND, FORT BEND COUNTY 77469
Street/Mailing Address, City, County, Zip

ROBERT E. HEBERT, COUNTY JUDGE
Printed Name and Title

Signature

3-17-09
Date

Transferred To: TEXAS MEDICAL CENTER
Name of Organization (Homeland Security Grant Sub-Recipient)

2450 Holcombe Boulevard, Suite 1, Houston, Harris, Texas 77021
Street/Mailing Address, City, County, Zip

Richard E. Wainerdi
President, Chief Executive Officer and
Chief Operating Officer
Printed Name and Title

Signature

11/03/08
Date

APPROVED

This is to certify that the property described below was acquired by the expenditure of (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred: One (1) Additional Center(s) identified in the "Public Information Emergency Response ("PIER") Standard Customer Agreement attached as **Exhibit A** per the terms therein.

ORIGINAL

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and Harris County Department of Education (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center(s); and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center(s);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center(s) identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the Additional Center(s) including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the Additional Center(s). Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center(s) and shall indemnify, defend, and hold Assignor harmless * from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency

*To the extent allowable under statute, including the Texas Constitution.

3/17/09

Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to 6300 Irvington Blvd, Houston, Texas, 77022-5618, Attention: John Sawyer, Ed.D., or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

County Judge

3-17-09
Date

ATTEST:
Dianne Wilson, County Clerk

ASSIGNEE:

Authorized Agent- Signature

County Dept. Harris County

8/22/08
Date

Dr. John E. Sawyer
Authorized Agent- Printed Name

County Superintendent / Harris Co., Texas
Authorized Agent- Title

Exhibit A



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2008 is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of **$586,300.00** specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-5351

ATTEST: _____

Dianne Wilson, County Clerk

1-8-08

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$586,300.00** to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order; provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

    a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

    b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

    c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

    d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

    e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

    f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

    g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

    h. Transmission of chain letters;

    i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

    j. Using any method to breach security or authentication measures;

    k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Date Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   ii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

AS PER ORIGINAL

Exhibit B

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: FORT BEND COUNTY
Name of Organization (Homeland Security Grant Sub-Recipient)

309 S. 4th SUITE 719, RICHMOND, FORT BEND COUNTY 77469
Street/Mailing Address, City, County, Zip

ROBERT E HEBERT, COUNTY JUDGE
Printed Name and Title

Signature 3-17-09 Date

Transferred To: Harris County Department of Education
Name of Organization (Homeland Security Grant Sub-Recipient)

6300 Irvington Blvd, Houston, Texas, 77022-5618
Street/Mailing Address, City, County, Zip

John Sawyer, Ed.D. County School Superintendent
Printed Name and Title

Signature 8/27/08 Date

This is to certify that the property described below was acquired by the expenditure of (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description: Pier Center
Item Control Number N/A
Serial Number/VIN: N/A
Model Number: N/A
Acquisition Date: Upon Request under January 8, 2008 PIER Purchase Agreement
Unit Cost: One (1) unit at $13,240.00 per unit

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and Montgomery County (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center; and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the one (1) Additional Center assigned to Assignee including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the one (1) Additional Center. Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center and shall to the extent allowed by Texas law indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's

Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to Deputy Emergency Management Coordinator, Montgomery County Office of Emergency Management, 500 Club Drive, Suite 300, Montgomery, Texas 77316, Attention: Nicky Kelly, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Center involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

County Judge

3-17-09
Date

ATTEST:

Dianne Wilson, County Clerk

ASSIGNEE:

Authorized Agent- Signature

12-22-08
Date

Alan B. Sadler
Authorized Agent- Printed Name

County Judge, Montgomery County
Authorized Agent- Title

EXHIBIT A



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of **$586,300.00** specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-5351

ATTEST: Dianne Wilson

Dianne Wilson, County Clerk

1-8-08

Date

AS PER ORIGINAL

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$586,300.00** to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order; provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

    a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

    b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

    c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

    d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

    e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

    f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

    g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

    h. Transmission of chain letters;

    i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

    j. Using any method to breach security or authentication measures;

    k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Date Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   ii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-22-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Fort Bend County
Name of Organization (Homeland Security Grant Sub-Recipient)

301 Jackson Street, Richmond, Fort Bend County, 77469
Street/Mailing Address, City, County, Zip

Robert E. Hebert, County Judge
Printed Name and Title

Signature

3-17-09
Date

Transferred To: Montgomery County
Name of Organization (Homeland Security Grant Sub-Recipient)

301 N. Thompson, Suite 210, Conroe, Texas 77301
Street/Mailing Address, City, County, Zip

Alan B. Sadler, County Judge
Printed Name and Title

Signature

12-22-08
Date

This is to certify that the property described below was acquired by the expenditure of 2007 Homeland Security Grant Program funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred:

Item description:	PIER Center
Quantity:	1
Model Number:	Not applicable
Acquisition Date:	Upon request under January 8, 2008 PIER purchase agreement
Unit Cost:	$13,240.00

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and Galveston County (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center(s); and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center(s);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center(s) identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the Additional Center(s) including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the Additional Center(s). Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center(s) and shall indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency

Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to Galveston County Office of Emergency Management, 1353 FM 646W, Suite 201 Attention: John Simsen, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

County Judge

3-17-09
Date

ATTEST:

Dianne Wilson, County Clerk

ASSIGNEE:

Authorized Agent- Signature

10/8/09
Date

Stephen D. Holmes

Authorized Agent- Printed Name

Acting
County Judge, Galveston County

Authorized Agent- Title

EXHIBIT A



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of **$586,300.00** specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-5351

ATTEST: Dianne Wilson

Dianne Wilson, County Clerk

1-8-08

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$586,300.00** to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order; provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

    a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

    b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

    c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

    d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

    e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

    f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

    g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

    h. Transmission of chain letters;

    i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

    j. Using any method to breach security or authentication measures;

    k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Date Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-2-09
IN THE COMMISSIONER COURT
MINUTES OF 3-1-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: FORT BEND COUNTY
Name of Organization (Homeland Security Grant Sub-Recipient)

309 S. 4th SUITE 719, RICHMOND, FORT BEND COUNTY 77469
Street/Mailing Address, City, County, Zip

ROBERT E. HEBERT, COUNTY JUDGE
Printed Name and Title

Signature

3-17-09
Date

Transferred To: County of Galveston
Name of Organization (Homeland Security Grant Sub-Recipient)

722 Moody, Galveston, TX 77550
Street/Mailing Address, City, County, Zip

Stephen D. Holmes, Acting County Judge
Printed Name and Title

Signature

10/9/08
Date

This is to certify that the property described below was acquired by the expenditure of (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description: PIER CENTER
Item Control Number N/A
Serial Number/VIN: N/A
Model Number: N/A
Acquisition Date: UPON REQUEST UNDER 1-8-08 PIER PURCHASE AGREEMENT
Unit Cost: ONE UNIT AT $13,240.00 PER UNIT

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and South Texas Project (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center(s); and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center(s);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center(s) identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the Additional Center(s) including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the Additional Center(s). Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center(s) and shall indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency

Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to SOUTH TEXAS PROJECT, P.O. BOX 289, WADSWORTH, TX 77483, Attention: LURINDA BARTON, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

County Judge

3-17-09
Date

ATTEST: Dianne Wilson

Dianne Wilson, County Clerk

ASSIGNEE:

LS Barton
Authorized Agent- Signature

10/08/2008
Date

LURINDA S. BARTON
Authorized Agent- Printed Name

OFFSITE PROGRAM MANAGER
Authorized Agent- Title

EXHIBIT A

AS PER ORIGINAL

PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of **$586,300.00** specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-5351

ATTEST: _____

Dianne Wilson, County Clerk

1-8-08

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$586,300.00** to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order; provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

    a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

    b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

    c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

    d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

    e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

    f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

    g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

    h. Transmission of chain letters;

    i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

    j. Using any method to breach security or authentication measures;

    k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Date Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: FORT BEND COUNTY
Name of Organization (Homeland Security Grant Sub-Recipient)

309 S. 4th SUITE 719, RICHMOND, FORT BEND COUNTY 77469
Street/Mailing Address, City, County, Zip

ROBERT E. HEBERT, COUNTY JUDGE
Printed Name and Title

Signature 3-17-09 Date

Transferred To: STP NUCLEAR OPERATING COMPANY
Name of Organization (Homeland Security Grant Sub-Recipient)

P. O. Box 289, Wadsworth, TX 77483
Street/Mailing Address, City, County, Zip

LURINDA S. BARTON, OFFSITE PROGRAM MANAGER
Printed Name and Title

Signature 10/27/08 Date

This is to certify that the property described below was acquired by the expenditure of (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description: PIER CENTER
Item Control Number N/A
Serial Number/VIN: N/A
Model Number: N/A
Acquisition Date: UPON REQUEST UNDER JANUARY 8, 2008 PIER PURCHASE AGREEMENT
Unit Cost: ONE (1) UNIT AT $13,240.00 PER UNIT

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and the National Aeronautics and Space Administration, Johnson Space Center (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center; and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center identified in the PIER Standard Customer Agreement.

B. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the one (1) Additional Center including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the one (1) Additional Center. Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

C. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the one (1) Additional Center and shall indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be

delivered to National Aeronautics and Space Administration, Johnson Space Center, Building 419, Code JS1, Houston, Texas 77058, Attention: Alan T. Mather, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center(s) identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

Robert Hebert
County Judge

3-17-09
Date

ATTEST: Dianne Wilson
Dianne Wilson, County Clerk

ASSIGNEE:

Alan T. Mather
Authorized Agent- Signature

29JAN09
Date

ALAN T. MATHER
Authorized Agent- Printed Name

CHIEF, PROTECTIVE SERVICES DIVISION
Authorized Agent- Title

EXHIBIT A

PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of $586,300.00 specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-9351

ATTEST: _____

Dianne Wilson, County Clerk

1-8-08

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $586,300.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

AS PER ORIGINAL

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached Exhibit F. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order, provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

   a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

   b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

   c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

   d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

   e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

   f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

   g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

   h. Transmission of chain letters;

   i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

   j. Using any method to breach security or authentication measures;

   k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Data Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Fort Bend County
Name of Organization (Homeland Security Grant Sub-Recipient)

301 Jackson Street, Richmond, Fort Bend County, 77469
Street/Mailing Address, City, County, Zip

Robert E. Hebert, County Judge
Printed Name and Title

Signature

3-17-09
Date

Transferred To: National Aeronautics and Space Administration
Name of Organization (Homeland Security Grant Sub-Recipient)

2101 NASA PARKWAY BLDG 419, CODE JS HOUSTON, TX 77058
Street/Mailing Address, City, County, Zip

ALAN T. MATHER CHIEF, PROTECTIVE SERVICES DIVISION
Printed Name and Title

Signature

29JAN09
Date

This is to certify that the property described below was acquired by the expenditure of 2007 Homeland Security Grant Program funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description:	PIER Center
Quantity:	1
Model Number:	Not applicable
Acquisition Date:	Upon request under January 8, 2008 PIER purchase agreement
Unit Cost:	$13,240.00

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and the Montgomery County Hospital District (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center; and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the one (1) Additional Center assigned to Assignee including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the one (1) Additional Center. Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center and shall to the extent allowed by Texas law indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's

Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to 200 River Pointe Drive Suite 200 Conroe, Texas 77304, Attention: Chief Executive Officer, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Center involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

County Judge

3-17-09
Date

ATTEST:

Dianne Wilson, County Clerk

MONTGOMERY COUNTY HOSPITAL DISTRCT:

Allen Johnson
Chief Executive Officer

1-14-09
Date

EXHIBIT A

PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of $586,300.00 specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Baron

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-9351

ATTEST: _____

Dianne Wilson, County Clerk

1-8-08

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $586,300.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order; provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

   a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

   b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

   c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

   d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

   e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

   f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

   g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

   h. Transmission of chain letters;

   i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

   j. Using any method to breach security or authentication measures;

   k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Data Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Fort Bend County
Name of Organization (Homeland Security Grant Sub-Recipient)

301 Jackson Street, Richmond, Fort Bend County, 77469
Street/Mailing Address, City, County, Zip

Robert E. Hebert, County Judge
Printed Name and Title

Signature

3-17-09
Date

Transferred To: Montgomery County Hospital District
Name of Organization (Homeland Security Grant Sub-Recipient)

(For FedEx) 200 River Pointe Dr. Suite 200, Conroe, Texas 77304
(Mailing) P.O. Box 478 Conroe, Texas 77304
Street/Mailing Address, City, County, Zip

Allen Johnson, Chief Executive Officer
Printed Name and Title

Signature

1-14-09
Date

This is to certify that the property described below was acquired by the expenditure of 2007 Homeland Security Grant Program funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred:

Item description:	PIER Center
Quantity:	1
Model Number:	Not applicable
Acquisition Date:	Upon request under January 8, 2008 PIER purchase agreement
Unit Cost:	$13,240.00

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and the Conroe Independent School District (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) Additional Center; and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) Additional Center;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in one (1) Additional Center identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 10 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2009.

C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the one (1) Additional Center assigned to Assignee including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the one (1) Additional Center. Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the Additional Center and shall to the extent allowed by Texas law indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's

Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to CONROE ISD, 3205 W DAVIS, CONROE, TX. 77304, Attention: DONALD STOCKTON, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the Additional Center involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the Additional Center identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

FORT BEND COUNTY:

County Judge — Date: 3-17-09

ATTEST:

Dianne Wilson, County Clerk

CONROE INDEPENDENT SCHOOL DISTRICT:

Authorized Agent- Signature — Date: 2-13-09

Donald J. Stockton

Authorized Agent- Printed Name

Superintendent

Authorized Agent- Title

EXHIBIT A



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of $586,300.00 specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____
Name: Robert Hebert
Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____
Name: Gerald Baron
Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225
Fax: (360) 647-5351

ATTEST: _____
Dianne Wilson, County Clerk

1-8-08
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $586,300.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. *Your Obligations*

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order; provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1 We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2 EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim; (b) permit us to control the defense and settlement of the claim; and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party; (b) five days after the date the notice was postmarked within the United States; or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

   a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

   b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

   c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

   d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

   e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

   f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

   g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

   h. Transmission of chain letters;

   i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

   j. Using any method to breach security or authentication measures;

   k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at $6.00 per GB per PIER Center, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Data Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. initial planning with you to determine site use strategy and implementation process

   ii. initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

EXHIBIT B

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Fort Bend County
Name of Organization (Homeland Security Grant Sub-Recipient)

301 Jackson Street, Richmond, Fort Bend County, 77469
Street/Mailing Address, City, County, Zip

Robert E. Hebert, County Judge
Printed Name and Title

Signature — Date: 3-17-09

Transferred To: Conroe I.S.D.
Name of Organization (Homeland Security Grant Sub-Recipient)

3205 W. Davis Conroe, TX 77304
Street/Mailing Address, City, County, Zip

Donald J. Stockton, Superintendent
Printed Name and Title

Signature — Date: 2-13-09

This is to certify that the property described below was acquired by the expenditure of 2007 Homeland Security Grant Program funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred:

Item description:	PIER Center
Quantity:	1
Model Number:	Not applicable
Acquisition Date:	Upon request under January 8, 2008 PIER purchase agreement
Unit Cost:	$13,240.00

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and Harris County, acting through Harris County Commissioners Court (hereinafter "Assignee") and PIER Systems, Inc., a corporation doing business in Texas, and the Harris County Hospital District.

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as Exhibit A, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers");

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the Additional PIER Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for six (6) Additional PIER Centers, one of which will be allocated to the Harris County Hospital District; and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B, and incorporated herein by reference for all purposes, for six (6) Additional PIER Centers.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

A. Assignor assigns to Assignee all of Assignor's interest in six (6) Additional PIER Centers identified in the PIER Standard Customer Agreement.

B. Assignor assigns to Assignee all of Assignor's interest in 60 hours of Provisioning Services prepaid by Assignor under Section 5(d) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2010.

C. Effective the date that this Agreement is executed by all Parties, Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the six (6) Additional PIER Centers including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support Services fees; Planning, Provisioning, and Training Service fees; Variable fees; and Professional Service fees related to the six (6) Additional PIER Centers. Assignee is not responsible for the one-time, up front payments identified in Sections 5(a) or 5(d) of the PIER Standard Customer Agreement.

D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the six (6) Additional Centers and to the extent permitted by law, shall indemnify, defend and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to the Harris County Judge, 1001 Preston, 9th Floor, Houston, TX 77002, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the six (6) Additional PIER Centers involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the six (6) Additional PIER Centers identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.

H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

Signatures:

The Parties have executed this Agreement in multiple copies, each of which is an original.

APPROVED AS TO FORM:
VINCE RYAN
Harris County Attorney

By: _____
MARVA GAY
Assistant Harris County Attorney
C.A. File No. 08GEN1627

HARRIS COUNTY

By: _____
ED EMMETT
County Judge
Date Signed: FEB 10 2009

For HCHD

By: _____
Name: _____
Assistant Harris County Attorney
C.A. File No. _____

HARRIS COUNTY HOSPITAL DISTRICT

By: _____
Kelly E. Johnson, C.P.M., C.P.C.M.
Harris County Purchasing Agent
2/19/08

APPROVED AS TO FORM:
Fort Bend County Attorney

By: _____
Assistant Fort Bend County Attorney

COUNTY OF FORT BEND

_____
County Judge
Date Signed: 3-17-09

Attest:

By: _____
Name: Audra McLain
Title: Operations Manager
Date Signed: 3/10/09

PIER SYSTEMS, INC.

By: _____
Name: Gerald Banks
Title: VP, Business Dev
Date Signed: 3/10/09

Presented to Commissioner's Court

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

FEB 10 2009

APPROVE _____

Recorded Vol____ Page____

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of FEB 10 2009, 2009, with the following members present, to-wit:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Sylvia R. Garcia	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to wit:

none

constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING
ASSIGNMENT AGREEMENT WITH FORT BEND COUNTY, TEXAS
FOR SIX PIER CENTERS;
HOMELAND SECURITY GRANT PROGRAM
PROPERTY TRANSFER RECORD AGREEMENT;
AND
FIRST AMENDMENT TO THE PIER STANDARD CUSTOMER AGREEMENT

Commissioner Lee introduced an Order and made a motion that the same be adopted. Commissioner Radack seconded the motion for adoption of the Order. The motion, carrying with it the adoption of the Order, prevailed by the following vote:

	Yes	No	Abstain
Judge Emmett	☑	☐	☐
Comm. Lee	☑	☐	☐
Comm. Garcia	☑	☐	☐
Comm. Radack	☑	☐	☐
Comm. Eversole	☑	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the Order had been duly and lawfully adopted. The Order thus adopted follows:

RECITALS:

Fort Bend County, Texas, and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, attached hereto as

Exhibit A, for a fully paid subscription for an addition 30 PIER Centers (hereinafter "Additional Centers").

Pursuant to Section 14.5 of the PIER Standard Customer Agreement, Fort Bend County is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston Urban Area Security Initiative ("UASI") Region as long as such members agree in writing to be bound to terms of this PIER Standard Customer Agreement.

Harris County is a member of the Houston UASI Region that desires to obtain a fully paid subscription for six (6) Additional Center(s), one of which will be allocated to the Harris County Hospital District. Harris County Commissioners Court finds that the allocation of a PIER center to the Harris County Hospital District serves a public purpose of Harris County and of the Harris County Hospital District.

Fort Bend County, Harris County, and PIER Systems, Inc. desire to enter into an Assignment Agreement for six (6) Pier Centers

Fort Bend County and Harris County desire to execute a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, for six (6) Pier Center.

Harris County and PIER Systems, Inc. desire to enter into a First Amendment to the Pier Standard Customer Agreement.

Harris County desires to collectively approve an Assignment Agreement between Harris County and Fort Bend County for Pier centers; a Homeland Security Grant Program Property Transfer Record Agreement; and a First Amendment to the Pier Standard Customer Agreement. **NOW, THEREFORE,**

BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this Order are true and correct.

Section 2: The collective Agreements are approved and the County Judge of Harris County or his designee is authorized to execute (1) an Assignment Agreement with Fort Bend County for Pier centers; (2) a Homeland Security Grant Program Property Transfer Record Agreement; and (3) a First Amendment to the Pier Standard Customer Agreement in the amount of $47,060.00, under the terms and provisions set out in the Agreement, which is incorporated by reference and made a part of this Order for all intents and purposes as though set out in full word for word.

Section 3: All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS FIRST AMENDMENT TO THE PIER STANDARD CUSTOMER AGREEMENT ("the "First Amendment") is made on the Countersignature Date (the date on which this Agreement is signed by the County Judge) by and between **HARRIS COUNTY, TEXAS** ("Harris County"), acting through Harris County Commissioners Court, the **HARRIS COUNTY HOSPITAL DISTRICT** ("HCHD"), and **PIER SYSTEMS, INC.**, ("Contractor"), a corporation doing business in Texas.

BACKGROUND:

By an assignment agreement (attached as Exhibit "A"), Fort Bend County assigned to Harris County its PIER Standard Customer Agreement ("Original Contract") with Contractor dated January 8, 2008, for a fully paid subscription for an additional 30 PIER Centers (hereinafter "Additional Centers"). Under the Original Contract, Contractor provides access to its web-based application to subscribers via a PIER Center website to enable them to integrate communication functions through Contractor's hosted and branded web sites.

Under Section 14.5 of the Original Contract, Fort Bend County is expressly authorized to assign all of its responsibilities related to the Additional Centers to members of the Houston UASI Region.

As a member of the Houston UASI Region, Harris County desires to obtain a fully paid subscription for six (6) Additional Centers and has executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement for the six (6) Additional Centers.

Harris County and Contractor desire to amend the Original Contract to allow Harris County to add provisions that would enable Harris County to appropriate money to fund this contract.

For and in consideration of the mutual promises, covenants, agreements and benefits contained in this First Amendment, the County and Contractor agree as follows:

I.

The terms "Customer" and "You" in the Original Contract refer to Harris County. The terms "Provider," "We" and "Our" in the Original Contract refer to Contractor.

II.

The third sentence of Section 2, titled "How this Agreement Works" of the Original Contract is deleted in its entirety and replaced with the following:

Subject to the allocation of funds as set out in the "Limit of Appropriation" provision below, you may request additional Services by requesting that Commissioners Court allocate additional funds for this Agreement, which will become effective when the County Auditor certifies the additional funds for this Agreement.

III.

Section 5, "Fees" of the Original Contract is deleted in its entirety and replaced with the following:

The one time upfront fee of $397,200.00 and Planning, Provisioning and Training Services of $104,400.00 for the Additional Centers has been paid by Fort Bend County under the Original Contract. Subject to the allocation of funds as set out in the "Limit of Appropriation" provision below, Harris County will pay the following fees for the Services described in Section 3 of the Original Contract within 30 days of the receipt of an invoice from Contractor:

i. Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $7,560.00 ($1,260.00 per PIER Center per year) for the six (6) Additional Centers;

ii. Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule/Pricing Guide (Exhibit B);

iii. Professional services (based on your use) fees per the rates set forth in the Fee Schedule/Pricing Guide (Exhibit B);

iv. The variable fees and professional services fees identified in sections 5(ii) and 5(iii) shall not exceed $39,500 for additional services involving a Tier Based Call Package as provided on the Fee Schedule/Pricing Guide. County understands that the Tier Based Call Package service is valid for twenty-four (24) months and that any unused minutes/messages will expire at the expiration of twenty-four (24) months

IV.

The last paragraph of the Original Contract is deleted in its entirety and replaced with the following:

Any Services Order placed by the County, any increase in fees levied by Contractor upon 30 days' notice to County via email, and all reimbursable travel and other out-of-pocket expenses, if any, incurred by Contractor as set out in section 5, titled "Fees" of the "PIER General Terms" of the Original Contract are subject to the allocation of funds as set out in the "Limit of Appropriation" section below.

V.

The Auditor's Certificate on page three of the Original Contract is deleted in its entirety and replaced with the following paragraphs:

Limit of Appropriation

(1) Harris County's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article III, Section 52 of the Texas Constitution, Harris County has appropriated and allocated the total maximum sum of Forty Seven Thousand Sixty and No/100 Dollars ($47,060.00) as certified herein by the County Auditor for a twelve-month term (the "Original Allocation") to fully discharge any and all liabilities that Harris County may incur under this Agreement; and notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of Harris County as to payment under the terms and provisions of this Agreement is limited to said sum, plus additional amounts of funds as may be, from time to time, certified available by the County Auditor under the terms and provisions of this Agreement, and when the funds so certified have been expended, the sole and exclusive remedy for the Parties will be to terminate this Agreement. Harris County Commissioners Court, by Order, may allocate supplemental funds for this Agreement and may renew this Agreement for four additional twelve-month terms upon the same terms and conditions, but Harris County Commissioners Court is not obligated to do so.

(3) Harris County makes a Supplemental Allocation when Commissioners Court adopts an Order authorizing the Supplemental Allocation and the County Auditor certifies the additional as available for payment of the Agreement.

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. Harris County shall never be obligated to pay any money under this Agreement in

excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against Harris County and no right to damages of any kind.

(5) The Harris County Hospital District agrees to pay Harris County as provided herein up to Eleven Thousand Ten Dollars and No/100 Dollars ($11,010.00) (the "Original HCHD Allocation") for a twelve-month term hereunder subject to and limited by the maximum amount certified by the HCHD and any supplemental allocation approved by HCHD. HCHD shall pay Harris County $1,260.00 for one PIER Center and shall additionally pay up to $9,750 for additional services involving a Tier Based Call Package as provided on the Fee Schedule/Pricing Guide. HCHD understands that the Tier Based Call Package service is valid for twenty-four (24) months and that any unused minutes/messages will expire at the expiration of twenty-four (24) months. HCHD shall pay Harris County within 45 days of receipt of an invoice from Harris County. It is expressly understood and agreed that HCHD has available the sum certified herein by the HCHD Controller to fully discharge any and all liabilities that HCHD may incur under this Agreement; and notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of HCHD as to payment under the terms and provisions of this Agreement is limited to said sum, plus additional amounts of funds as may be, from time to time, certified by the HCHD Controller available under the terms and provisions of this Agreement, and when the funds so certified have been expended, the sole and exclusive remedy for the Parties will be to terminate this Agreement. HCHD may allocate supplemental funds for this Agreement and may renew this Agreement for four additional twelve-month terms upon the same terms and conditions, but HCHD is not obligated to do so.

VI.

In the event of a conflict between the Original Contract and this First Amendment, this First Amendment shall prevail.

VII.

All other terms and conditions of the Original Contract except as amended in this First Amendment, shall continue in full force and effect.

Signatures:

The Parties have executed this First Amendment in multiple copies, each of which is an original.

APPROVED AS TO FORM:
VINCE RYAN
Harris County Attorney

By: _____
MARVA GAY
Assistant Harris County Attorney
C.A. File No. 08GEN1621

For HCHD

By: _____
Print Name: Mercedes Lea
Assistant County Attorney
C.A. File No. _____

HARRIS COUNTY, TEXAS

By: _____
ED EMMETT
Harris County Judge
Date Signed: FEB 10 2009

HARRIS COUNTY HOSPITAL DISTRICT

By: _____
Kelly E. Johnson, C.P.M., C.P.C.M.
Harris County Purchasing Agent
Date Signed: 2/17/08

Attest / Pier Systems, Inc.

By: _____
Name: Audra McLain
Title: CFO Mgr
Date Signed: 3/10/09

PIER SYSTEMS, INC.

By: _____
Name: Gerald Baron
Title: VP Bus Dev
Date Signed: 3/10/09

HARRIS COUNTY AUDITOR'S CERTIFICATE

I certify that funds are available in the amount of Forty Seven Thousand Sixty and No/100 Dollars ($47,060.00) to accomplish and pay the obligations of Harris County under this Agreement.

_____
BARBARA J. SCHOTT, C.P.A.
Harris County Auditor

HARRIS COUNTY HOSPITAL DISTRICT CONTROLLER'S CERTIFICATE

I certify that funds are available in the amount of Eleven Thousand Ten Dollars and No/100 ($11,010.00) to accomplish and pay the obligations of the Harris County Hospital District under this Agreement.

N/A ~~$~~ ~25,000
_____
GWENDOLYN HUSKEY, Controller
Harris County Hospital District

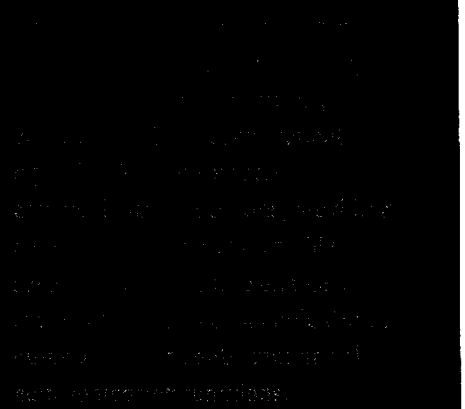
FEE SHEDULE/PRICING GUIDE

AS PER ORIGINAL

FEES

INTRODUCING PIER:

Urgent and Critical Communication Management



PIER SYSTEMS

PIER Systems, Inc.
1319 Cornwall Ave. Ste 200
Bellingham, WA 98225
(360) 756-8080
www.piersystems.com
email: info@piersystems.com

AS PER ORIGINAL

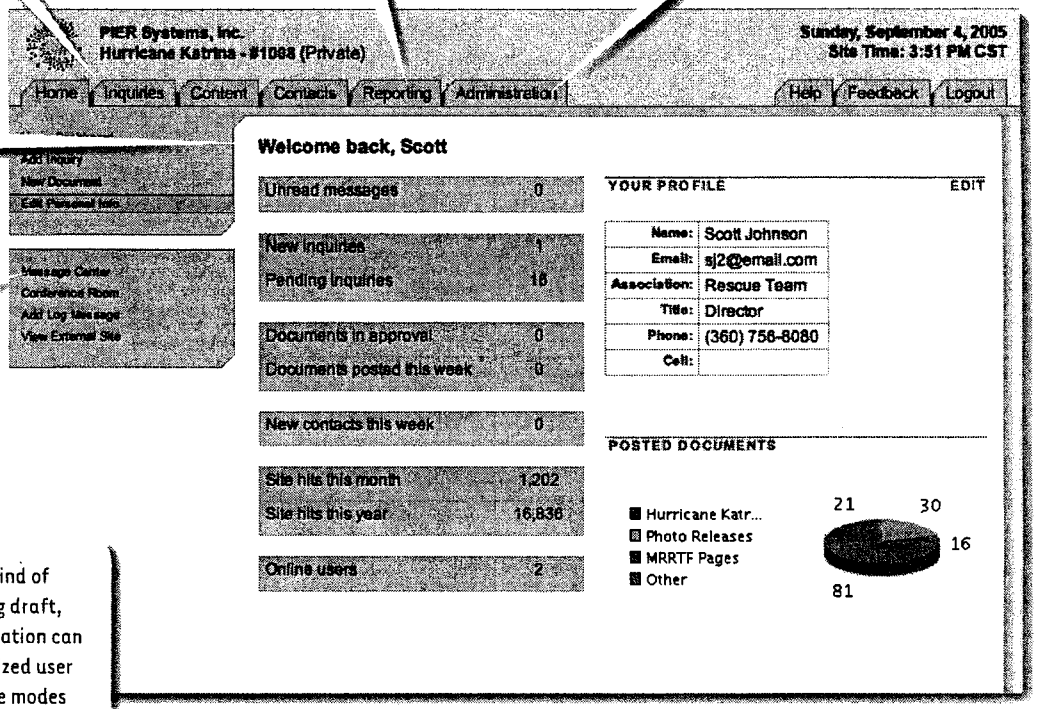
PIER CONTROL CENTER

The PIER Control Center — here is where a communicator controls all functions or a team gathers to work together

Inquiries — review, manage, respond to and share all inquiries — those that come in via the external website form or are logged in by users from phone calls, emails or personal interactions

Reporting — get detailed reports on all communication activities — use for quality control, evaluation, post-incident debriefing, and more

Administration — set automatic notification controls, set website structure, control users and access permissions and much, much more

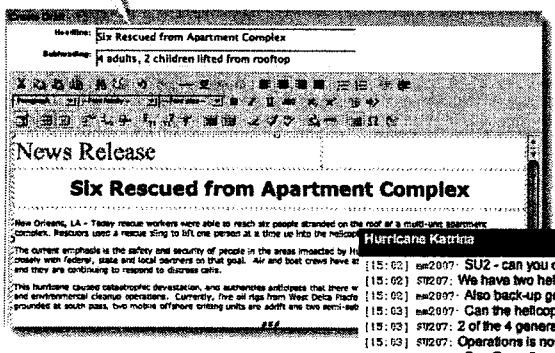


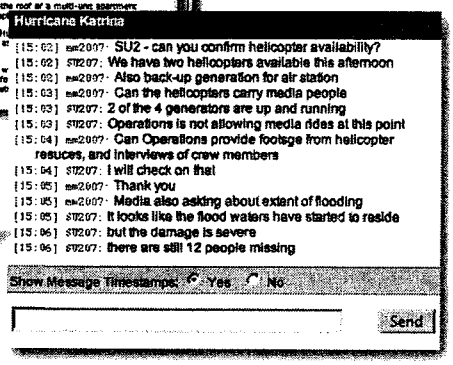
Dashboard — provides an activity snapshot

Message Center — use as internal message center for other users and link automatically to external email

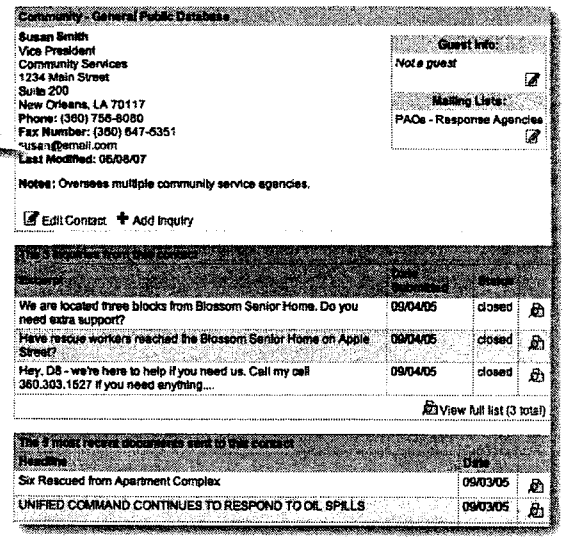
Content — collaboratively create any kind of document or information form including draft, edit, review and approve — no information can be distributed publicly without authorized user approval. Send messages using multiple modes including email, text, fax, telephone and more

Contacts — complete contact management for media and all key stakeholders or audiences — sort, list, manage, segment, and much more





Conference Room — chat in secure conference room allowing for private, user-only interchanges



** These screen images are based on an actual PIER center used during Hurricane Katrina.*

PPG052008-2

PIER STANDARD

COMMERCIAL RATES

PIER Standard (PIER-S) is for the organization or group needing coordinated communications for multiple purposes and audiences. Individual PIER control centers each manage a single website with ability to interchange some information between control centers and sites in a "family" structure. Ranging from 3 centers/sites to 20 centers/sites, P-S improves efficiency in communication management for mid-sized to large organizations. PIER Standard comes with the most extensive feature set available enabling a dispersed communication and/or executive team to collaborate on all communication functions. All PIER centers allow unlimited users and include telephone and text notification capabilities. PIER Standard is a hosted application with exceptional reliability and security; premium hosting is available as an option for heavy use and crisis resilience.

All PIER-S control centers come standard with the industry-leading database of 310,000 journalists and news outlets using pre-built media lists, plus MediaQ™, a comprehensive research and media monitoring system covering print, online, blog, broadcast and international media. Additional advanced media management tools and clipping packages are available as options.

BASE PRICES

All PIER S site packages include one additional site for non-public training, drills and exercises purposes only.

Product (number of sites)	Annual Subscription	Monthly Subscription
PS1	$14,667	$1222.28
PS2	$29,334	$2444.56
PS3	$35,733	$2977.75
PS5	$59,082	$4923.50
PS7	$78,690	$6557.50
PS10	$108,747	$9062.25
PS15	$156,090	$13,007.50
PS20	$195,654	$16,304.53
PS30	$248,325	$20,693.75

LIFETIME PRE-PAID SUBSCRIPTION OPTION

With Standard Monthly Hosting and Maintenance

Product (number of sites)	Pre-paid Subscription	Monthly Hosting & Maintenance
PS1	$32, 250	$400
PS3	$73,100	$1200
PS5	$120,400	$2000
PS7	$156,950	$2800
PS10	$213,925	$4000
PS15	$301,000	$6000
PS20	$365,000	$8000
PS30	$419,000	$12,000

SUPPORT AND SERVICES

Professional support provided by PIER staff or through authorized PIER Partners is an essential element of a successful implementation. Each PIER-S client's service and support needs will be evaluated and a specific proposal for implementation services will be provided.

See information sheet on Support and Services more details about the services and support levels provided.

PIER MEDIA TOOLS

PIER Media Tools are provided through a technology partnership with eNR Services, a leading provider of public relations technology solutions. All options require an annual contract.

MEDIA TOOLS BASIC

PIER Media Tools Basic with MediaQ™ is included free with every PIER subscription. It includes

- Pre-built media lists for top markets and verticals
- Media research tools
- MediaQ™

MediaQ provides PIER subscribers with continuous monitoring of all the media, including print, online, blogs, and near real-time broadcast. An intuitive search interface, unlimited saved searches and email alerts, and clip management and reporting tools are all included. Clip purchase options (see below) allow subscribers to maintain control over monitoring costs.

MEDIA TOOLS STANDARD

The PIER Media Tools Standard option builds on those tools provided within the Basic option and adds the ability to quickly and easily create custom media lists from the complete media database and upload those directly into PIER. MT Standard also includes access to an extensive database of editorial calendars—an essential tool for planning press activities. Pricing is based the number of concurrent user passwords.

Single User	$200/mo
Two Users	$250/mo
Each additional user	$125/mo

PIER MEDIA TOOLS WITH MEDIAQ™ CLIP OPTIONS

PIER Media Tools Basic and Standard include MediaQ with On-Demand clip purchase option standard. Subscribers have the option to register for a clip purchase package as described below, including unlimited access to all media for a single, fixed monthly fee.

On Demand
(pay as you go—requires credit card account)

Print Clips	$3.95
Online Clips	$1.00
Broadcast Clips	$85.00
International Clips *(Print and closed caption)*	$5.00

Clip Packages

Clip Package	Single User	Multiple Users Per User
Unlimited—all media	$750/mo	$600/mo
Unlimited Broadcast	$500/mo	$400/mo
Unlimited Print	$300/mo	$250/mo
Unlimited Online/Blog	$150/mo	$100/mo

AP PLANNER

This is a powerful tool for planning press activities drawing on an extensive database of known events that will impact the news in the next 12 months. Over 100 categories to choose from.

AP Planner Options	Single User	Multiple Users-Per User
10 Categories	$500/mo	$450/mo
Election 08	$250/mo	$200/mo

ENTERPRISE OPTION

For PIER clients with multiple users using multiple PIER sites, an Enterprise offering of PIER Media Tools is available:

MediaQ with Unlimited Clips & Unlimited Users	$7500/mo
AP Planner (all categories, unlimited users)	$3500/mo
AP Planner '08 Election Edition	$2500/mo

PIER HOSTING

PIER Systems offers a comprehensive hosting package available for PIER-S websites. The features and benefits of Premium Hosting is outlined below.

	Premium Hosting
Geographic redundant servers	YES
Allotted Data transfer per month	200 GB
Data transfer overage charges	$2.50 / GB
Web site failover capability	YES
Fiber Channel attached data storage	YES
SATA attached data storage	NO
24/7 Hardware monitoring	YES
8 x 5 Hardware monitoring	NO
PIER-S updates and system enhancements	YES

All PIER Systems hosted servers are located in Class – "A" datacenters that are dispersed in various regions throughout the United States.

ALLOTTED DATA TRANSFER PER MONTH

As a general rule, many small sites will typically transfer less than 20 GB per month. However, incorporation of video into the site can result in exceeding the standard bandwidth allotments – especially if the video is linked on other sites.

DATA TRANSFER OVERAGE CHARGES

Premium Hosting offers 200 GB of data transferred (inbound and outbound) per calendar month. Data transferred in excess of 200 GB will be charged at a rate of $2.50 per GB.

WEB SITE FAILOVER CAPABILITY

Premium Hosting utilizes servers at geographically diverse locations to offer high availability PIER sites. If for any reason the primary site goes offline, all traffic to the site will automatically be forwarded to the backup or secondary site. Replication of data between the primary and backup site occur every 15 minutes.

FIBER CHANNEL ATTACHED DATA STORAGE

Fiber Channel attached storage is utilized when users need to send or retrieve large amounts of data very quickly. Fiber Channel devices are more reliable and much faster than many other types of storage, but come at higher initial and ongoing costs.

SATA ATTACHED DATA STORAGE

SATA (Serial ATA) attached storage is a cost effective way to store large quantities of data. SATA transfer rates are typically much less than comparable Fiber Channel storage which results in slower page loads and database interaction.

24 X 7 HARDWARE MONITORING

The Premium Hosting solution offers 24/7 hardware monitoring and a 1 hour replacement hardware guarantee.

PIER SUPPORT

TECHNICAL SUPPORT	Implementation Planning, Site Design and Layout Support, Provisioning, Online Training, Telephone Support, etc.	$150/hr
	Custom Programming and System Design	$200/hr
	On-Site Training *(All travel expenses billed to client)*	$1500/day
STRATEGIC SERVICES	Communication planning, Drill planning and support, Joint Information Center training and consulting, 24 hour crisis support, etc.	$250/hr

All services contracted separately except for PIER Lite Standard Support. Standard terms include quarterly pre-payment for contracted services with net 15 days. Travel expenses billed to client at cost.

TELEPHONE & TEXT MESSAGING

Telephone call-out, text messaging and fax distribution capabilities are integrated functions within PIER by integrating with leading suppliers including Twenty-First Century Communications (TFCC) and Premier Global Services.

Calls and messages are initiated within PIER using the same process as any other message creation. Telephone calls are converted from written text and sent to lists maintained within PIER. Call receipt and response records are maintained within PIER and integrated with other historical information to allow a complete record of communication activity. A single platform for all critical communication function improves efficiency and speed of response and reduces training.

TEXT-TO-VOICE (TTV) PACKAGES

Package	Per Min.	Min.	Package Cost
Unlimited	-	Unlimited	Quoted
Tier 1	.14	285,714	$20,000
Tier 2	.17	117,647	$10,000
Tier 3	.20	50,000	$5,000
Pay-Go	.24	N/A	Unknown

SMS TEXT PACKAGES

Package	Per Message	Messages	Package Cost
Unlimited	-	-	Quoted
Tier 1	.05	400,000	$20,000
Tier 2	.07	142,857	$10,000
Tier 3	.09	55,556	$5,000
Pay-Go	.12	Unlimited	Unknown

TTV & SMS COMBINED PACKAGES

Package	Per Call/Msg	TTV Messages	SMS	Package Cost
Tier 1	.09	300,000	300,000	$40,500
Tier 2	.11	150,000	150,000	$24,750
Tier 3	.13	50,000	50,000	$9,750

Unlimited call packages are based on a 12 month contract

Tier based call packages are valid for 24 months at which point any unused minutes / messages expire.

TTV is billed on a 30 second minimum with 6 second increments thereafter

Equal amounts of TTV and SMS messages must be selected for proper pricing

AS PER ORIGINAL



PIER SYSTEMS

piersystem.com
360.756.8080

1319 Cornwall Ave., Suite 200
Bellingham, WA 98225

PIER SYSTEMS, INC.
PIER Standard Customer Agreement



PIER Systems, Inc.
PIER Standard Customer Agreement
(Fully Paid Subscription)

This PIER S Customer Agreement, dated as of _____, 2007, is between PIER Systems, Inc., a Washington corporation ("we," "our" or "Provider"), and the customer who signs this Agreement ("you" or "Customer").

1. Background

Pursuant to the License Agreement between you and PIER Systems (formerly AudienceCentral) dated August 8, 2006 and the License Agreement between you and PIER Systems (formerly AudienceCentral) dated May 8, 2007 (collectively the "Initial Agreements"), PIER granted you a fully paid subscription for a total of five (5) PIER Centers (the "Initial Centers"). This Agreement amends and fully restates the Initial Agreements and shall govern the relationship between the parties as to the Initial Centers.

We will also provide a fully paid subscription for an additional thirty (30) PIER Centers (the "Additional Centers") in accordance with the Terms and Conditions of this Agreement.

2. How This Agreement Works

To initiate Services for the Additional Centers, you must execute this Agreement. The cover page of this Agreement describes the Services you have ordered, and we have agreed to provide. You may request additional Services by executing a Services Order, which will become effective when we execute it. When you execute this Agreement or a Services Order, you are agreeing to be bound by the terms set forth below and in the Services Order and the PIER General Terms, a copy of which is attached or has otherwise been provided to you. The PIER General Terms incorporate our Hosting, Upgrade and Support Terms. The documents described above and referred to in the PIER General Terms are collectively referred to as this "Agreement." Capitalized terms used in this Agreement are defined in the PIER General Terms.

3. Description of Services. We will provide the following Services to you.

(a) Use of the PIER Standard System for up to 35 PIER Center(s);

(b) Hosting, Upgrade and Support Services as described in the Hosting, Upgrade and Support Terms (Exhibit C); and

(c) Planning, Provisioning, and Training Services as described in the Planning, Provisioning and Training Terms (Exhibit D).

4. Duration of the Subscription

Upon payment of the subscription fee, you will have a fully paid, lifetime subscription to use the PIER Standard System. However, you will still be required to purchase Hosting, Upgrade and Support Services.

5. Fees. You will pay the following fees for the Services described above:

(a) One-time, upfront payment in the amount of $397,200.00 for the Additional Centers invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(b) Annual Hosting, Upgrade and Support Services fees in an amount not to exceed $36,000.00 ($1,200.00 per center per year) for the Additional Centers. We will invoice you for the number of Additional Centers requested on the date the Additional Centers are requested. Customer shall pay such invoice within thirty

AS PER ORIGINAL

(30) days of receipt. Annual Hosting, Upgrade and Support Services fees for year two and beyond will be paid by participating agencies as identified in Service Orders.

(c) Prorated Annual Hosting, Upgrade and Support Service fees in the amount of $500.00 (5 months at $1,200.00 per center per year) for the Initial Center originally subject to the August 8, 2007 Initial Agreement and $3,200.00 (8 months at $1,200.00 per center per year) for the four (4) Initial Centers originally subject to the May 8, 2007 Initial Agreement invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt. The remaining Hosting, Upgrade and Support Service fees for the Initial Centers have been paid under the Initial Agreements.

(d) Planning, Provisioning, and Training Services in the amount of $104,400 will be invoiced on the date of final execution of this Agreement. Customer shall pay such invoice within thirty (30) days of receipt.

(e) Variable fees (based on your use) for phone calls, faxes, excess bandwidth and similar items per the Fee Schedule (Exhibit B)

(f) Professional services (based on your use) fees per the rates set forth in the Fee Schedule (Exhibit B).

(g) The variable fees and professional services fees identified in sections 5(e) and 5(f) shall not exceed $45,000.00.

Prior to the execution of this Agreement, Provider has been advised by Customer, and clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available the total maximum of $586,300.00 specifically allocated to fully discharge any and all liabilities which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement which may in any light by any person be interpreted to the contrary.

CUSTOMER:

Fort Bend County

By: _____

Name: Robert Hebert

Title: County Judge

Address: _____

Fax: _____

PROVIDER:

PIER Systems, Inc.

By: _____

Name: Gerald Boren

Title: CEO

Address: 1319 Cornwall Avenue, Ste 200
Bellingham, WA 98225

Fax: (360) 647-5351

ATTEST: _____

Dianne Wilson, County Clerk

1-8-08

Date

AS PER ORIGINAL

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $586,300.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

AS PER ORIGINAL

PIER Systems, Inc.
PIER GENERAL TERMS

These PIER General Terms are incorporated into and constitute a material part of the PIER Customer Agreement between PIER Systems, Inc. ("we," "our" or "Provider") and the customer identified on the cover page of this Agreement ("you" or "Customer").

Section 1. Definitions

"Acceptable Use Policy" means the Acceptable Use Policy attached as **Exhibit A**, which we may revise as provided in Section 2.4.

"Confidential Information" means any nonpublic information, whether of a technical, business or other nature that (a) is disclosed to or otherwise received by the other party in connection with this Agreement, and (b) the recipient knows or has reason to know is confidential or proprietary information of the other party or a third party. Confidential Information does not include any information that (i) was known to the recipient before receiving the same from the discloser; (ii) is independently developed by the recipient without reliance on any Confidential Information of the discloser; (iii) is acquired by the recipient from another source without restriction as to use or disclosure; or (iv) is or becomes generally known to the public through no fault or action of the recipient.

"Content" means data, information, images, text, graphics, video or other content.

"Customer Content" means Content that you upload to the PIER Standard System or furnish to us for use in connection with this Agreement.

"Documentation" means all user guides, operating instructions and other documentation we provide to you for the PIER Standard System.

"Fee Schedule" means the fee schedule attached as **Exhibit B**, which we may revise as provided in Section 5.1.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services we provide to you in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as **Exhibit C**.

"Launch Date" means the date we provide or provided the access codes that enable you to access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means our hosted proprietary web-based application for managing communications as further described in attached **Exhibit E**.

"Planning, Provisioning and Training Services" means the services described in attached **Exhibit D**.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which we are obligated to host, upgrade and support the PIER Standard System under this Agreement as specified on the cover page of this Agreement.

"Services" means the services we provide under this Agreement, which may include development, hosting, planning, provisioning, implementation, support, training and professional services.

"Services Order" means an order for additional Services in the form provided by us. A Services Order is not effective until signed by both parties.

Section 2. Our Obligations

2.1 We will host and support the PIER Standard System for the number of PIER Centers for which you have paid applicable fees. Our specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

2.2 Beginning on the Launch Date and during the rest of the Service Period, we will allow you and your authorized users to use the PIER Standard System for the number of PIER Centers for which you have paid applicable fees.

2.3 We will use best commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

2.4 We will notify you in writing or by email of any changes to the Acceptable Use Policy. We may change the Acceptable Use Policy to meet legal requirements or requirements of our third-party service providers.

2.5 We will promptly respond to your questions or concerns about the Services.

Section 3. Your Obligations

3.1 You will access and use the PIER Standard System in accordance with the Documentation. You will not use the PIER Standard System to provide services to third parties other than to your clients in the ordinary course of your business.

3.2 You will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached **Exhibit F**. We may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. We will notify of any changes by email.

3.3 You will be responsible for your users' compliance with this Agreement, including the Acceptable Use Policy. We may restrict or deny access to any user who violates this Agreement, engages in any activity detrimental to us or our service providers, or uses the PIER Standard System in violation of applicable laws.

3.4 You will be responsible for the security of passwords and access codes we issue to you and any activities that occur under such passwords and access codes. You will immediately notify us of any unauthorized use or disclosure of such passwords or access codes.

3.5 You are responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. We will have the right, but not the obligation, to remove any Customer Content that we believe violates any applicable law or the rights of others.

Section 4. Changes

4.1 You may request additional Services or PIER Centers by submitting a signed Services Order. If we agree to provide such Services or PIER Centers, we will sign the Services Order and return a copy to you. The Services Order will become part of this Agreement when we sign it. The fees for such additional Services or PIER Centers will be set forth in the Services Order.

4.2 We may change the PIER Standard System from time to time provided that our changes do not significantly diminish any features or functions of the PIER Standard System.

Section 5. Fees

5.1 You will pay the fees specified on the cover page of this Agreement and in any Services Orders. We may increase the fee for Hosting, Upgrade and Support Services upon 30 days' notice by e-mail to site administrator, which increase will become effective at the time of renewal. Hosting, Upgrade and Support Services fees shall not increase more than 5% per year. For any other Services, we may increase our fees upon 30 days' notice by e-mail to site administrator.

5.2 You will reimburse us for all reasonable travel and other out-of-pocket expenses we incur in the performance of the Services in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

5.3 We will invoice you according to the schedule on the cover page of this Agreement or in a Services Order. If no schedule is specified for a particular Service, then we will invoice you on a monthly basis for Services performed in the prior month. Unless otherwise specified on the cover page of this Agreement or in a Services Order, each invoice will be due within 30 days after receipt.

5.4 If you fail to pay any invoice when due, the past due amount will bear interest at 1.5% per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

5.5 The fees do not include any sales, use or similar taxes or other charges assessed or imposed by any governmental authority. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5.6 If you fail to pay any amount when due, we may suspend the performance of any Services and/or restrict access to the PIER Standard System.

5.7 We have the right to assess a 3% processing fee on any payment made pursuant to credit card.

Section 6. Proprietary Rights

6.1 We retain ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content. We will also own all software and other technology we develop under this Agreement.

6.2 You will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

6.3 You will not use any of our trademarks without our prior written approval. If we approve, you will use our trademarks solely to identify yourself as a user of the PIER Standard System and in accordance with our trademark use guidelines. We may terminate your right to use any trademark if you violate this Agreement or your use is detrimental to us.

6.4 You retain ownership of all right, title and interest in the Customer Content. You grant us a license to use, display, publish, transmit and otherwise use the Customer Content to perform our obligations under this Agreement.

Section 7. Confidential Information

The recipient will protect the Confidential Information of the discloser against any unauthorized use or disclosure to the same extent that the recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but will not use less than reasonable efforts. The recipient will use Confidential Information of the discloser solely for the purposes for which it is provided by the discloser. The parties agree that this Section 7 will not prohibit (a) any use or disclosure that is necessary for the recipient's performance of its obligations under this Agreement; (b) any use or disclosure required by applicable law; provided, that the recipient uses reasonable efforts to give the discloser reasonable advance notice thereof; or (c) any use or disclosure made with the prior written consent of the discloser.

Section 8. Term and Termination

8.1 The term of this Agreement begins on the date of this Agreement and continues for the Service Period unless sooner terminated as provided below. At the end of the initial Service Period, this Agreement will automatically renew for successive one-year periods unless a party gives

the other notice of nonrenewal at least 30 days before the end of the then-current Service Period.

8.2 You may terminate this Agreement by giving us at least 60 days' prior written notice of termination. If you terminate this Agreement under this Section 8.2, we will refund you the unused portion of Hosting, Upgrade and Support Service fees or Planning, Provisioning or Training fees paid hereunder.

8.3 Beginning 36 months after the Launch Date, we may terminate this Agreement upon at least 60 days' notice. If we terminate this Agreement under this Section 8.3, we will refund you the unused portion of any fees paid hereunder.

8.4 Either party may terminate this Agreement upon notice if the other party breaches this Agreement and fails to cure the breach within 30 days after receipt of notice of the breach.

8.5 Upon termination of this Agreement you will no longer have access to the PIER Standard System, we will have no obligation to provide any further Services, and each party will return to the other all Confidential Information of the other party in its control or possession.

8.6 Upon termination of this Agreement we will destroy or erase all Customer Content unless you sign and submit a Services Order for archival Services within 10 days after the effective date of termination. If you submit such a Services Order, we will archive your PIER Center for the period specified in the Services Order, provided, that you timely pay us for such Services.

Section 9. Insurance

9.1 Provider shall obtain and maintain, throughout the term of this Agreement, insurance of the types and in the minimum amounts set forth below. Provider shall furnish certificates of insurance to Customer evidencing compliance with the insurance requirements hereof. Certificates shall indicate Provider's name, name of insurance company, policy number, term of coverage and limits of coverage. Provider shall cause its insurance companies to provide Customer with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Provider shall obtain such insurance from such companies having a Best's rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas.

9.1.2 Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000 annual aggregate limit
$1,000,000 each occurrence, combined single limit

9.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

9.1.4 Employers' Liability insurance with limits not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

9.1.5 Excluding Workers' Compensation coverage, County and the County Commissioners shall be named as additional insureds to all coverages required above. All policies written on behalf of Provider shall contain a waiver of subrogation in favor of County and the County Commissioners.

Section 10. Indemnity

PROVIDER SHALL SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF PROVIDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMMISSION OF THE PROVIDER OR ANY OF PROVIDER'S AGENTS, SERVANTS, OR EMPLOYEES.

Section 11. Warranty and Disclaimer

11.1We warrant to you that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. We will use best commercially reasonable efforts to correct the PIER Standard System if it fails to conform to our warranty if you give us written notice of any noncompliance within the warranty period. If we cannot correct the PIER Standard System within 30 days of the date of your notice, you will have the right to terminate this Agreement and receive a refund of all amounts you have paid. These are your sole remedies for breach of warranty.

11.2EXCEPT FOR THE WARRANTY STATED IN SECTION 11.1, WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF US UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET YOUR REQUIREMENTS OR BE COMPLETELY SECURE.

11.3 Our warranty in Section 11.1 does not apply to any failure resulting from misuse of the PIER Standard System.

Section 12. Intellectual Property Infringement

If a third party sues you claiming that your use of the PIER Standard System infringes a United States patent, copyright, trademark or other intellectual property right, we will defend you from the claim and pay any damages award imposed on you or any settlement amount we agree to as a result of the claim. We may modify the infringing or allegedly infringing components of the PIER Standard System so that it is noninfringing. We will have no obligation under this Section 12 to the extent the claim arises out of the Customer Content or any misuse of the PIER Standard System. In order to obtain the benefit of this Section 12, you must (a) give us prompt written notice of the claim, (b) permit us to control the defense and settlement of the claim, and (c) cooperate with us (at our expense) in the defense and settlement of the claim.

Section 13. Limitations on Provider's Liability

13.1 WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF ANY PERFORMANCE, NONPERFORMANCE OR BREACH UNDER THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PIER STANDARD SYSTEM OR ANY SERVICES.

13.2 OUR LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT.

13.3 We will not be liable for any delay or failure as a result of any cause beyond our reasonable control, including, without limitation, fire, explosion, earthquake, storm, flood, wind or the elements; court order; act or delay or failure to act by any civil, military or other governmental authority; riot, insurrection, sabotage or war; unavailability of required equipment, supplies, goods, utilities, services or items to be provided by any third party; or any act, delay or failure to act by you or any third party.

Section 14. Miscellaneous

14.1 Each party will comply with all applicable laws, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction in connection with its activities under this Agreement.

14.2 Each party is an independent contractor and not a partner or agent of the other. We are in the business of developing and hosting applications for others, and we will have the right to provide to third parties services that are the same or similar to the Services.

14.3 Unless otherwise set forth in the Agreement, any notices permitted or required under this Agreement will be in writing and given in person or by courier, mailed by registered mail (return receipt requested and postage prepaid), or transmitted by facsimile (with confirmation) at the respective address or facsimile number on the cover page of this Agreement (or a substituted address or facsimile number a party may inform the other of by notice hereunder). Notice will be deemed effective upon the earlier of (a) actual delivery to the party, (b) five days after the date the notice was postmarked within the United States, or (c) receipt by facsimile transmission with confirmation. All notices given by facsimile will be immediately followed by delivery in person or mailed by first-class mail.

14.4 If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, the rest of this Agreement will be legal, valid and enforceable to the fullest extent possible.

14.5 Neither party may assign its interests in this Agreement without the prior written consent of the other. We expressly consent to the assignment of all responsibilities related to the Additional Centers to members of the Houston UASI Region (the "Members") as long as such Members agree in writing to be bound to all terms of this Agreement (except for financial obligations not related to the Additional Centers) and we are provided a copy of such agreement to be bound along with all reasonably necessary contact information for such Member. No assignment to a Member shall be effective until we receive the written agreement to be bound and the contact information.

14.6 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

14.7 This Agreement (including the attached or referenced Exhibits) constitutes the entire agreement, and supersedes any and all prior agreements, between us and you with respect to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

EXHIBIT A

Acceptable Use Policy

The Services may only be used for lawful purposes. You agree to comply with this Acceptable Use Policy ("AUP") and all applicable laws and regulations. Uses of the Services in violation of this AUP or any applicable law or regulation are prohibited and shall constitute a material breach of the Agreement and may result in termination of the Agreement and your right to use the Services.

1. Improper uses of the Services include, but are not limited to:

   a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

   b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

   c. Transmission of any material that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

   d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

   e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;

   f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

   g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

   h. Transmission of chain letters;

   i. Attempting to probe, scan or test the vulnerability of a system or network in any form;

   j. Using any method to breach security or authentication measures;

   k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.

2. We shall have the right, but not the duty, to deny or disable any PIER Center, which in our discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Fee Schedule

The following fees are rates for additional services you may request above and beyond what is stated in this agreement, and fees for services that are based on your usage throughout the term of this agreement, e.g. SMS Text Messaging, or phone notifications.

PIER SYSTEMS, INC. SERVICES

Planning and Client Consultation:	$250/hour
Provisioning services:	$150/hour
Telephone training:	$150/hour
On-location group training:	$200/hour
JIC training:	$200/hour
Drill or Exercise attendance:	$200/hour
Custom Programming:	$250/hour

USAGE FEES

Fax Messages:	$0.12 per minute for faxes distributed through the PIER Standard System.
Phone:	$0.35 per minute for phone calls made through the PIER Standard System.
SMS Text Messaging:	$0.03 each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating:	$975 per PIER Center with an annual storage fee of $250.
Reactivating PIER Center:	$1,500 per PIER Center (includes 2 weeks of access and subsequent re-archiving.
Additional Data Transfers:	$6.00 per GB per PIER Center

AS PER ORIGINAL

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING

We will host operation of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the annual hosting fee, we provide the following specific bandwidth allowances for your data transfer.

Baseline Data Transfer:	20 GB data transfer per month.
Incident Reserve Allowance:	200 GB data transfer per calendar year in reserve to cover incident use. Pro-rated first year of contract, refreshed on January 1 of subsequent calendar years.

We will assess a fee to you for data transfer beyond the baseline or incident allowances at *$6.00 per GB per PIER Center*, or at the current published rate.

For each hour of downtime in excess of one (1) hour, and as the sole and exclusive remedy for such incidents, we will credit you one day's hosting fee. For purposes of this Agreement, "downtime" means any programming, equipment or network event resulting in an outage during which you cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Date Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in Exhibit C, or the current published rate.

B. UPGRADES

We will continue to make upgrades to the PIER Standard System and will notify your designated PIER site administrator in advance of all upgrade-related outages.

C. SUPPORT

In the event that we discover or are notified by you that you are experiencing a problem with the performance of the hosting capacity or the PIER Standard System, we will take all actions necessary to determine the source of the performance problem and to effect repairs. We will be available 24/7/365 for notification from you of performance problems. As soon as reasonably possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), we will notify by phone, pager or e-mail the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, we will provide a best estimate of time needed to effect repairs. Upon execution of this Agreement, you will advise us in writing of the name and contact information for the PIER site administrator and will notify us of any changes to the PIER site administrator in writing.

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EXHIBIT D

Planning, Provisioning and Training

A. Description

Planning: We will meet with you to determine initial application of the PIER Standard System, determine who is your project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, we will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: We work with your key contacts to plan the training experience. By working closely with your project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, we can create a training plan tailored to your users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: We budget 6 hours per year for ongoing telephone support, and track it to determine if you evidence a need for additional training. Other support services we can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

B. Fees

We have agreed to provide you initial planning, provisioning and training services at a price of $104,400. All initial planning, provisioning and training services will be charged against this amount at the rates set forth in Exhibit B. Any travel expenses will be charged against this amount in accordance with the Travel Reimbursement Requirements for Fort Bend County Vendors.

We will meet with you to allocate this resource between PIER Centers for the following:

a. Planning and Provisioning:

   i. Initial planning with you to determine site use strategy and implementation process.

   ii. Initial center launch and set up, to include center design and structure, overall document and file population and

   iii. assistance with the initial load of your data, which you shall provide in the electronic form as specified by us.

b. Training:

   i. Instruction on day-to-day use and preparation for PIER center use.

c. Additional Planning, Provisioning and Training Fees: Planning, provisioning and training services provided beyond the hours itemized above will be provided pursuant to a Services Order and billed at rates determined from the rate schedule attached as Exhibit B.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the terms of this Agreement, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:

- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

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EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:

- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:

- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Fort Bend County
Name of Organization (Homeland Security Grant Sub-Recipient)

301 Jackson Street, Richmond, Fort Bend County, 77469
Street/Mailing Address, City, County, Zip

Robert E. Hebert, County Judge
Printed Name and Title

Signature

3-17-09
Date

Transferred To: Harris County, Texas
Name of Organization (Homeland Security Grant Sub-Recipient)

1001 Preston, 9th Floor, Houston, Harris County, 77002
Street/Mailing Address, City, County, Zip

Ed Emmett, County Judge
Printed Name and Title

Signature

FEB 10 2009
Date

This is to certify that the property described below was acquired by the expenditure of 2007 Homeland Security Grant Program funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description:	PIER Center
Quantity:	6
Model Number:	Not applicable
Acquisition Date:	Upon request under January 8, 2008 PIER purchase agreement

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**03/11/2009**	**Submitted By: Mary Reveles**	30A
		Department: ENGINEERING	
Court Agenda Date:	**03/17/2009**	**Phone Number: 341-4554**	

SUMMARY OF ITEM:

ENGINEERING:

Take all appropriate action on Interlocal Agreement between Fort Bend County and the City of Katy for Kingsland Blvd. road improvements, Mobility Bond Project # 762, Precinct 3.

RENEWAL AGREEMENT/APPOINTMENT **YES** ☐ **NO** ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: **YES** ☒ **NO** ☐

List Supporting Documents Attached: Agreement, approved by City of Katy.

FINANCIAL SUMMARY:BUDGETED ITEM: **YES** ☐ **NO** ☐ **N/A**

FUNDNG SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: N/A

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
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- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☒ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Engineering		☒	County Atty	(281-341-4557)

COUNTY JUDGE
RECEIVED
MAR 11 2009

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):
3-26-09 3 origs. ret. to Paulette at Engineering

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR KINGSLAND BOULEVARD IMPROVEMENTS

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (hereinafter referred to as "County") and the City of Katy, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, (hereinafter referred to as "City.")

RECITALS

WHEREAS, in 2007 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities ("Mobility Projects") that are funded in part by the State or federal government; and

WHEREAS, the project contemplated in this Agreement is the street or road improvements, relocation and associated drainage for Kingsland Boulevard (the Project); and

WHEREAS, construction of the Project will improve traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the parties assert that the Project is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the City and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and

benefits to both parties, it is agreed as follows:

I.
DEFINITIONS

City means the City of Katy, Texas.

County means Fort Bend County, Texas.

Project means the Kingsland Boulevard improvements that include relocation, 4-lane cube and gutter boulevard with storm sewer.

II.
INCORPORATION OF RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

III.
COUNTY RIGHTS AND OBLIGATIONS

A. The County's sole obligation is to provide the funding to the City as specified in Section. Upon request for payment from the City, the County agrees to pay the City an amount equal to the *lesser* of the following:

(1) Fifty Percent (50%) of the total Project cost; or
(2) $500,000

B. The County is not obligated to expend any further funds on the Project.

C. The County will forward the lesser amount as detailed in paragraph III.A. upon request from City and upon approval of County Engineer. The County will forward payment to the City within 30 days of receipt of the request from the City.

D. Upon completion of the Project, but not later than 30 days after completion, the City will furnish the County with a full accounting of the funds expended on the Project and a set of record drawings showing the Project as constructed.

IV.
CITY OBLIGATIONS

A. The City is responsible for managing the design and overseeing the construction and completion of the Project in accordance with the Advanced Funding Agreement with the Texas Department of Transportation, if any, and all other applicable state and federal laws.

B. In the event the City determines the Project lacks feasibility or for any other reason elects to forego its construction, the City shall refund all amounts provided by County upon thirty (30) days written notice to the City.

C. The City shall submit quarterly reports to the County describing in sufficient detail the progress of the Projects. These monthly reports may deobligate funding provided by the County under this Agreement.

D. The City will submit the plans for the Projects to the County Engineer for review in accordance with the 2007 General Obligation Bond requirements for the Projects. During the work on the Projects, the County may review the documents, maps, plats, records, photographs, reports, and drawings pertaining to the Projects and may inspect the work in progress, provided that it does not interfere with the work.

E. Upon completion of the Projects, but no later than 30 days after, the City will furnish the County with a full accounting of the funds expended on the Projects and a set of record drawings showing the Projects as constructed.

F. If, after completion of the Project and the City's receipt of the funds as stated in Section III, there are funds remaining and/or savings for the Project, such funds shall be refunded to the County within thirty (30) days from the date the full accounting provided to the County as required in Section IV(D) above.

V.
USE OF COUNTY RIGHT-OF-WAY

The County authorizes the City to use County-owned right-of-way, if any, upon which the Project is to be constructed and County-owned right-of-way, if any, immediately adjacent to the same for the purpose of constructing the Project.

VI.
MAINTENANCE

Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

VII.
LIMIT OF APPROPRIATION

A. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the amount of Fifty Percent (50%) of the total Project cost or $500,000, WHICHEVER AMOUNT IS LESS, specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.

B. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the City may become

entitled to hereunder and the total maximum amount that the County will reimburse the City hereunder will not under any condition, circumstance or interpretation hereof exceed the amount of Fifty Percent (50%) of the total Project cost or $500,000, WHICHEVER AMOUNT IS LESS.

VIII.
ASSIGNMENT

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

IX.
NO THIRD PARTY BENEFICIARIES

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

X.
NOTICES

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

City of Katy

Fort Bend County
1124-52 Blume Road
P.O. Box 1449
Rosenberg, Texas 77471
(281) 342-3039
(281) 342-7366 fax
Attention: D. Jesse Hegemier

XI.
ENTIRE AGREEMENT

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

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

XII.
EXECUTION

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement is not effective until executed by both parties.

FORT BEND COUNTY, TEXAS

Robert Hebert, Fort Bend County Judge

Date 3-17-09

ATTEST:

Dianne Wilson, Fort Bend County Clerk

CITY OF KATY

Don Elder Jr., Mayor

Date: February 23, 2009

ATTEST:

Melissa A. Bunch, City Secretary

APPROVED:

Joe Hegar, City Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $500,000 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

Robert Ed Sturdivant,
Fort Bend County Auditor

30 B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 02/20/2009	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 03/03/09 17	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Take all appropriate action to approve the Proposal for Pass-through Financing Project with the Texas Department of Transportation (TXDOT) to develop FM1093 Frontage Roads in Fort Bend County between Westpark Tollway and FM1463 in an amount not to exceed $30,000.00, Precinct 3. (Fund: Engineering Fees)

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

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☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-14-09 orig. ret. to Paulette at Engineering

DANNENBAUM ENGINEERING CORPORATION
3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING EXCELLENCE SINCE 1945

March 3, 2009

Mr. Jesse Hegemeier, P.E
County Engineer
Fort Bend County
P. O. Box 1449
Rosenberg, TX 77471

RE: Proposal for Pass-Through Financing

Dear Mr. Hegemeier,

At your request, we herein offer a proposal to assist the County in developing a Pass-Through Finance Project with the Texas Department of Transportation (TxDOT); more specifically, to develop FM 1093 Frontage Roads in Fort Bend County between the Westpark Tollway and FM 1463.

We would begin the project by assisting the County in preparing a Pass-Through finance proposal package to be submitted to TxDOT.

The proposals submitted will be ranked by TxDOT and those ranked highest will move forward with the negotiation of a Pass-Through Finance Agreement. We will assist with this negotiating phase by preparing draft agreements; attending meetings with the County, TxDOT, financial advisors, etc.; studying and analyzing agreement issues; and overseeing and managing the negotiation process.

This will be a negotiation process between two governmental entities. We will serve as a facilitator, but cannot determine or guarantee any specific result or that any agreement will be reached between the entities.

When an agreement is reached with TxDOT, we will amend this letter agreement to reflect the specific scope and fees that will be specified in the Pass-Through Agreement, to manage, design, and oversee construction of the project in accordance with TxDOT Pass-Through Finance rules and procedures.

Our fees for this project are as follows:

1. Application will be done on a time-and-material basis in accordance with the attached schedule, not to exceed $30,000.
2. Negotiation will be on a time-and-material basis.
3. Management, Design, and Construction Phase Services will be further specified at a later date, but will include at that time any over-run from the application (Item "1" above) in excess of the original $30,000.

DANNENBAUM ENGINEERING CORPORATION
3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING EXCELLENCE SINCE 1945

All fees associated with this project from this day forward are reimbursable per the Pass-Through Financing Agreement.

Should you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

F. Paul Celauro, P.E.
Principal

Enclosure: Rate Schedule

G:\9800\MARKETING\LETTERS\2009\Jess Hegemeier (3-2-09)

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

PROFESSIONAL SERVICES AGREEMENT
APPLICATION FOR WESTPARK EXTESNSION

THIS AGREEMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and DANNENBAUM ENGINEERING GROUP, (hereinafter referred to as "Contractor,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to apply for financing for the Westpark Extension and seeks assistance from Contractor for the submission of County's application to the Texas Department of Transportation, hereinafter referred to as the "Project;" and,

WHEREAS, County desires to enter into this Agreement for the performance by Contractor of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

SECTION I
SCOPE OF AGREEMENT

Contractor agrees to perform professional services in connection with the Project as stated herein and for having rendered such services, County agrees to pay to Contractor compensation as stated herein.

SECTION II
CHARACTER AND EXTENT OF SERVICES

2.01 Contractor agrees to provide the services described Contractor's Proposal dated March 3, 2009, as included in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.

2.02 Contractor agrees to complete the services called for in Exhibit A within sixty (60) calendar days from the date of this Agreement.

SECTION III
CONTRACTOR'S COMPENSATION

3.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VII, County shall pay to Contractor an amount not to exceed $30,000.00, including reimbursable expenses, if any.

3.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Contractor to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

3.03 Contractor's fees shall be calculated at rates not to exceed the amounts included on Exhibit A, incorporated by reference herein as if set-forth verbatim.

SECTION IV
TERMINATION

4.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor.

4.02 Upon receipt of such notice, the Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

4.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.

4.04 County shall then pay the Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.

4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V
INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than $1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or reduce the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available. Failure of Contractor to provide the appropriate insurance information shall invalidate this Agreement.

SECTION VI
NOTICE

6.01 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 County or the Contractor at the addresses set forth below.

6.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Contractor:

Dannenbaum Engineering Corporation
Attn: F. Paul Celauro, P.E.
3100 West Alabama
Houston, Texas 77098

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg TX 77471

D. Jesse Hegemier
County Engineer
1124-52 Blume Road
Rosenberg, Texas 77471

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

SECTION VII
LIMIT OF APPROPRIATION

7.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of $30,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

7.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $30,000 for described scope of work in Exhibit A.

SECTION VIII
SUCCESSORS AND ASSIGNS

8.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

8.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.

8.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION IX
PUBLIC CONTACT

9.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.

9.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION X
COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with highest accepted standards of Contractors practicing in the Greater Houston Metro Area, applicable thereto and shall use that highest degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION XI
OWNERSHIP OF DOCUMENTS

11.01 County shall be the absolute and unqualified owner of all applications, drawings, preliminary layouts, reports, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and his contractors or subcontractors (deliverables).

11.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.

11.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.

11.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.

11.05 The documents referenced in this Section are not intended or presented by Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.

11.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XII
INDEMNIFICATION

12.01 CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

12.02 CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NELGIGENT ACTS, ERRORS OR OMISSIONS BY CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

SECTION XIII
MODIFICATIONS

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

SECTION XIV
MISCELLANEOUS

14.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

14.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

14.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

14.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

SECTION XV
EXECUTION

This Agreement shall not become effective until executed by County

FORT BEND COUNTY, TEXAS

Robert E. Hebert, County Judge — Date: 3-17-09

Attest:

Dianne Wilson, County Clerk

APPROVED:

By: D. Jesse Hegemier, County Engineer — Date: 3/17/09

CONTRACTOR: Dannenbaum Engineering Corporation

F. Paul Celauro, P.E., Principal — Date: 3/17/09

MER:Dannanbaum.PSA.Westpark Extension.3851(03122009)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $30,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

Exhibit A: March 3, 2009 Proposal from Contractor

Exhibit A

DANNENBAUM ENGINEERING CORPORATION
3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING EXCELLENCE SINCE 1945

March 3, 2009

Mr. Jesse Hegemeier, P.E
County Engineer
Fort Bend County
P. O. Box 1449
Rosenberg, TX 77471

RE: Proposal for Pass-Through Financing

Dear Mr. Hegemeier,

At your request, we herein offer a proposal to assist the County in developing a Pass-Through Finance Project with the Texas Department of Transportation (TxDOT); more specifically, to develop FM 1093 Frontage Roads in Fort Bend County between the Westpark Tollway and FM 1463.

We would begin the project by assisting the County in preparing a Pass-Through finance proposal package to be submitted to TxDOT.

The proposals submitted will be ranked by TxDOT and those ranked highest will move forward with the negotiation of a Pass-Through Finance Agreement. We will assist with this negotiating phase by preparing draft agreements; attending meetings with the County, TxDOT, financial advisors, etc.; studying and analyzing agreement issues; and overseeing and managing the negotiation process.

This will be a negotiation process between two governmental entities. We will serve as a facilitator, but cannot determine or guarantee any specific result or that any agreement will be reached between the entities.

When an agreement is reached with TxDOT, we will amend this letter agreement to reflect the specific scope and fees that will be specified in the Pass-Through Agreement, to manage, design, and oversee construction of the project in accordance with TxDOT Pass-Through Finance rules and procedures.

Our fees for this project are as follows:

1. Application will be done on a time-and-material basis in accordance with the attached schedule, not to exceed $30,000.
2. Negotiation will be on a time-and-material basis.
3. Management, Design, and Construction Phase Services will be further specified at a later date, but will include at that time any over-run from the application (Item "1" above) in excess of the original $30,000.

DANNENBAUM ENGINEERING CORPORATION
3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON TEXAS 77227 (713) 520-9570

ENGINEERING EXCELLENCE SINCE 1945

All fees associated with this project from this day forward are reimbursable per the Pass-Through Financing Agreement.

Should you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

F. Paul Celauro, P.E.
Principal

Enclosure: Rate Schedule

G:\9800\MARKETING\LETTERS\2009\Jess Hegemeier (3-2-09)

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

DANNENBAUM ENGINEERING CORPORATION
SCHEDULE OF HOURLY SALARY COST (INCLUDES MARKUP)

FEBRUARY, 2009

RANGE OF CLASSIFICATION	SALARY COST PER HOUR		
Clerks, Printers, etc.	30.00	-	98.00
Secretaries	30.00	-	110.00
Executive Secretary, Administrative Asst., Proposal Asst.	95.00	-	130.00
CAD Manager	97.00	-	150.00
System Analyst, Computer Operators	55.00	-	115.00
Computer Technicians I, Draftsmen I	40.00	-	65.00
Computer Technicians II & III, Draftsmen II & III	45.00	-	110.00
Designers, Grade I & II	55.00	-	100.00
Designers, Grade III	65.00	-	130.00
4 Man Survey Crew	160.00	-	230.00
3 Man Survey Crew	130.00	-	185.00
2 Man Survey Crew	95.00	-	130.00
Party Chief	65.00	-	85.00
Instrument Technicians	30.00	-	50.00
Rodmen, Chainmen	30.00	-	50.00
Project Survey Technician	65.00	-	85.00
Survey Coordinator, Project Surveyor	110.00	-	150.00
Director of Survey, Registered Surveyor, Chief of Surveying	145.00	-	195.00
Architect	130.00	-	150.00
GIS Manager	150.00	-	180.00
Inspectors, Project Representatives	65.00	-	115.00
Engineers I & II, Engineering Assistant	65.00	-	98.00
Engineers III, Engineering Associate	80.00	-	150.00
Engineers IV	95.00	-	165.00
Engineers V, Project Manager	110.00	-	215.00
Engineers VI, Project Director	145.00	-	245.00
Engineers VII, Senior Division Manager	240.00	-	325.00
Engineers VIII, Director, Principal, President	260.00	-	410.00

COMPUTER COSTS (NO MARK-UP INCLUDED):

MICROSTATION/AUTOCAD:	$ 10 per Workstation Hour
GPS RTK:	$350 per Day (Survey)

IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):

Xerox	$ 0.05 per Copy (8 ½" x 11")
Xerox Prints	$ 1.00 per Square Foot
Bluelines	$ 0.20 per Square Foot
Sepias	$ 1.50 per Square Foot
Mylars	$ 3.75 per Square Foot
Vellum	$ 2.30 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%
Subject to annual escalation.

Certified: _____

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the 17 day of March 2008, the Commissioners' Court, with the following members being present:

Robert E. Hebert	-	County Judge
Richard Morrison	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Facilities-Operations** Accounting Unit: **100418102**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Utilities	63400	$ 10,000
	TOTAL TRANSFERRED TO:	**$ 10,000**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Non Departmental Contingency	66500	$ 10,000
	TOTAL TRANSFERRED FROM:	**$ 10,000**

EXPLANATION: To cover unbudgeted, projected electrical costs for newly installed ballfield lighting and Concession Stand at South Post Oak Park, Precinct 2. Attached-projection of cost.

Department Head: _____ Date: 3-6-09

*** **USE WHOLE DOLLAR AMOUNTS ONLY** ***

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

South Post Oak Park Field Lighting
Electrical Energy Cost Estimate

# of 1500W Fixtures		84
kilo-watt-hours per fixture per hour		1.55
Total kilo-watt-hours per hour of operation		130.2
Hours of operation per day		4
No of days per week of operation		6
No of weeks per year of operation		26
Total kwh per year		81244.8
Cost of Electricity in $/kwh	$	0.09
Lighting Annual Cost	$	7,312.03

Concession Stand Cost

Kwh	25
Hours/Day	6
Days/Week	6
Weeks/Year	30
Total Kwh/year	27000
Cost of Electricity/Kwh	$0.09
Concession Annual Cost	$2,430.00

SPO Total Annual Cost **$9,742.03**

Total Budget Transfer $10,000.00

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM 33A
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 03/11/08	**Submitted By:** Nicole Mehrens, County Attorney's Office
	Department: H.H.S. / Environmental Health
Court Agenda Date: 03/17/09	**Phone Number:** 281-341-4555

SUMMARY OF ITEM:

Take all appropriate action on Agreement for the Inspection of Newly Constructed On-Site Sewage Disposal Systems and OSSF Nuisance Compliance between Fort Bend County and City of Weston Lakes, effective October 1, 2008 through September 30, 2009.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: Dr. Galloway, Health & Human Serv.		☒	County Atty.	(281-341-4557)
	Other: Troy Scalco, Environmental Health				

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-19-09 orig. ret. to Nicole at Co. Attorney

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

AGREEMENT FOR THE INSPECTION OF NEWLY CONSTRUCTED ON-SITE SEWAGE DISPOSAL SYSTEMS AND OSSF NUISANCE COMPLIANCE BETWEEN FORT BEND COUNTY AND CITY OF WESTON LAKES

WHEREAS, this Agreement is authorized in accordance with Chapter 366 of the Texas Health and Safety Code and is entered into by and between **Fort Bend County**, (hereinafter referred to as "County"), and the **City of Weston Lakes**, (hereinafter referred to as "Municipality").

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

WHEREAS, on April 7, 1998 the County duly passed an Order for On-Site Sewage Disposal regulating the installation, modification and use of septic systems within the unincorporated areas of Fort Bend County, Texas as well as the incorporated cities or towns in Fort Bend County, Texas that execute intergovernmental contracts with the County;

WHEREAS, Municipality desires the County, through the Fort Bend County Environmental Health Department, to make inspection of on-site sewage disposal systems at new construction sites located within the incorporated city limits of Municipality to determine compliance with state laws and to investigate On-Site Sewage Facility (OSSF) nuisance complaints;

WHEREAS, the County desires to assist Municipality by designating the Fort Bend County Environmental Health Department as the Administrator authorized to conduct inspections of on-site sewage disposal systems at new construction sites within the incorporated city limits of Municipality to determine compliance with state laws and to investigate OSSF nuisance complaints; and

WHEREAS, Municipality desires to be bound by County's On-Site Sewage Disposal Regulations and further desires to enter into an intergovernmental contract with County formalizing these desires.

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

TERMS

1. Municipality hereby adopts County's On-Site Sewage Disposal Regulations and agrees to be bound by its provisions.

2. When requested by Municipality, County will assist Municipality, during normal business hours and as work load permits, by making its usual and customary inspections

of on-site sewage disposal systems for new construction sites within the County's jurisdiction.

3. When requested by Municipality, County will assist Municipality, during normal business hours and as work load permits, by investigating complaints, in County's usual and customary manner, received by Municipality regarding *existing* on-site sewage disposal systems.

4. All fees shall be paid directly to Fort Bend County.

5. ***NO*** funds received by Fort Bend County for payment of inspection and/or permit fees for inspections or permits contemplated hereunder shall become the property of Municipality nor shall any inspection and/or permit fees be paid to Municipality.

6. Municipality agrees to adopt its fees for inspections, re-inspections, and/or permits in the amounts determined by the County.

7. Municipality shall pay, upon demand by the County and approval by Municipality's City Council, any expenses or costs associated or incurred in connection with the enforcement of the County's On-Site Sewage Disposal Regulations.

8. To the extent permitted by law, Municipality shall indemnify and hold harmless the County from any and all liability for damages, costs, or expenses, including attorney fees, arising out of the performance of duties by the Fort Bend County Environmental Health Department.

9. This Agreement shall be effective **October 1, 2008** through **September 30, 2009**, and must be renewed annually thereafter.

10. It is further understood and agreed that this Agreement may be terminated by either party giving thirty (30) days written notice.

11. The status of the County shall at all times be that of an INDEPENDENT CONTRACTOR and not as the master/servant, principal/agent, employer/employee, or a partner of Municipality.

12. County's inspectors performing duties under this Agreement shall at all times remain county employees subject to the same benefits and restrictions as any other county employees.

13. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the following addresses:

To County:

Fort Bend County
Environmental Health Department
4520 Reading Road, Suite A
Rosenberg, Texas 77471
Attention: Troy Scalco, Director
Telephone: (281) 342-7469
Fax: (281) 342-5572

Copy To:

Fort Bend County Attorney
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341-4555
Fax: (281) 341-4557

To Municipality:

City of Weston Lakes
P.O. Box 1082
Fulshear, Texas 77441
Attention: Mayor

WITNESS the signatures of all parties hereto on the dates so indicated.

FORT BEND COUNTY:

Robert E. Hebert, County Judge — Date: 3-17-09

ATTEST:

Dianne Wilson, County Clerk

CITY OF WESTON LAKES:

Mary Rose Zdunkewicz
Mayor — Date: February 24, 2009

ATTEST:

~~City Secretary~~ MAYOR PRO TEM

PJS/nh: Weston Lakes OSSF.agr: 3170- (10/03/08)

RECORDED ON 3-22-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT FOR THE INSPECTION OF NEWLY CONSTRUCTED ON-SITE SEWAGE DISPOSAL SYSTEMS AND OSSF NUISANCE COMPLIANCE BETWEEN FORT BEND COUNTY AND CITY OF WESTON LAKES

On this the 17 day of March, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Morrison, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge Robert E. Hebert execute the Agreement between Fort Bend County and the City of Weston Lakes for the Inspection of Newly Constructed On-Site Sewage Disposal Systems and OSSF Nuisance Compliance, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

17

On this the 3rd day of **March** 2009 , the Commissioners' Court, with the following members being present:

338

Robert E. Hebert	-	County Judge
Tom Stavinoha	-	Commissioner Precinct #1
Grady Prestage	-	Commissioner Precinct #2
Andy Meyers	-	Commissioner Precinct #3
James Patterson	-	Commissioner Precinct #4

AGENDA ITEM

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: **Health & Human Services Social Service Deptment** Accounting Unit: **100645100**

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Temporary/Part-time	61100	$2,000.00
	TOTAL TRANSFERRED TO:	**$ 2,000**

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Contingency Funds	100 409 100 66500	$2,000.00
	TOTAL TRANSFERRED FROM:	**$ 2,000**

EXPLANATION:
Need to hire a Part-time Licensed Social Worker / Field Instructor to supervise two or three intern students for a peroid from March, 09 to May, 09. Assistance is needed in the Department to cover a state of emergency crisis where the department will be short of staff due to FMLA absences.

Hopie Solomon Date: 19-Feb-09

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: Robert E Hebert

Robert E. Hebert, County Judge

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 02/27/09	**Submitted By:** Clara Russell
	Department: Library
Court Agenda Date: 03/17/09	**Phone Number:** 281-341-2618

SUMMARY OF ITEM: Approve payment without a purchase order to City of Sugar Land in the amount of $100.00 invoice #33917 for Alarm Response Fees due to bad smoke detectors setting off alarm.

RENEWAL AGREEMENT/APPOINTMENT	**YES** ☐	**NO** ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE:	**YES** ☐	**NO** ☒

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit: 100650100 Account Number: 63000
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: FEES

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
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☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE

INVOICE TRANSMITTAL

County Auditor Form 1016
(Rev. 02/98)

14 Digit Distribution
100650100 - 63000
Vendor Number
13893
Purchase Order Number (s)

Vendor Name
City of Sugar Land
Address
PO Box 5029
City
Sugar Land TX 77487-5029
State **Zip Code** **Date**
2/27/09

Description / Invoice Numbers	Amount	
Invoice # 33917	100.	00
	Total $	100. 00

County Auditor's Use Only

Check Type _____

Audited By _____

Received

Paid

P. Cyl

Authorized Department Approval

Treasurer's Register Stamp and Number

INVOICE

City of Sugar Land
Treasury Department
PO Box 5029
Sugar Land, TX 77487-5029

(281) 275-2750

TO: FORT BEND COUNTY LIBRARY
4520 READING RD
ROSENBERG, TX 77471

INVOICE NO: 33917
DATE: 2/23/09

CUSTOMER NO: 4026/4205 TYPE: FA - ALARM RESPONSE FEES

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	ALARM RESPONSE FEES 550 ELDRIDGE RD 12/23/08 01:17:31 INSTANCE # 080008689 INCIDENT # 6	50.00	50.00
1.00	ALARM RESPONSE FEES 550 ELDRIDGE RD 12/30/08 07:35:29 INSTANCE # 080008818 INCIDENT # 7	50.00	50.00

TOTAL DUE: $100.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/23/09 DUE DATE: 3/25/09
CUSTOMER NO: 4026/4205

NAME: FORT BEND COUNTY LIBRARY
TYPE: FA - ALARM RESPONSE FEES

REMIT AND MAKE CHECK PAYABLE TO:
City of Sugar Land
Treasury Department
PO Box 5029
Sugar Land TX 77487-5029

INVOICE NO: 33917
TERMS: NET 30 DAYS

AMOUNT: $100.00

35 A-C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3-10-2009	**Submitted By: Yvette R. Maldonado**
	Department: Public Transportation
Court Agenda Date: 3-17-2009	**Phone Number: 281-633-7433 Ext 5**

SUMMARY OF ITEM:

1) Take all appropriate action to authorize County Judge to submit project proposal along with the budget to the Texas Commission on Environmental Quality under the Local Initiative Projections.
2) Take all appropriate action to authorize the Transportation Director to submit an application to the Houston Galveston Area Council or the Congestion Mitigation Air Quality Grant to provide transportation services.
~~3) Take all appropriate action to correct the amount approved in Commissioners Court on 2-3-2009 for the Agreement between FBC and Milligan for $61,000 to $61,900.~~
4) Set Public Hearing on April 7, 2009 to receive public comments on Fort Bend County's award of FY09 Section 5310 Elderly and Disabled and FY09 Section 5311 Rural Transportation Program Funding.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: *1) Project Description and Budget*
2) Grant Submission
3) *Contract Agreement*
4) *Public Hearing and Award Letter*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: _____

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☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-18-09 copy received

Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

March 2, 2009



CONTACT: DTP-PT

Fiscal Year 2009 (FY09) Section 5310 Funding Award

Ms. Paulette Shelton, Director
Ft. Bend County Transportation
12550 Emily Ct. #400
Houston, Texas 77478

Dear Ms. Shelton:

The Houston District's Section 5310 Program of Projects (POP), with actual FY09 funding allocation, was submitted to Austin for approval on December 31, 2008, and Ft. Bend County's Transportation project was recommended to receive $ 241,963 to continue the purchase of service program in place.

The Federal Transit Administration (FTA) released a partial amount of the overall state allocation and the total Houston District allocation was reduced. The projects to be awarded were separated as Category "A" and Category "B" projects. Your project was placed in a Category "A" to receive $160,000 in the initial grant award. Once FTA releases the remaining 5310 Federal funding, the balance of $81,963 will be added to the initial grant award. Transportation Development Credits (TDCs) were requested in lieu of local match.

Please be aware that any funding award is subject to availability of Federal funding and the Houston District's actual FY09 Federal allocation. Should Federal funding be cut, for any reason, your agency will be notified. We anticipate going to contract with the initial Category "A" projects around the middle of March 2009.

You must complete the Public Information portion of your Application Part I Supplement. Copies of the newspaper ad certification, an original copy of the newspaper ad, and a certification of whether or not you had responses to your ad must be submitted to the district no later than March 31, 2009.

If you have any questions, please call me at (713) 802-5315.

Sincerely,

Lucy T. Lapaglia, CTPA
Public Transportation Manager
Houston District

cc: Ms. Elvia R. Cardinal, P.E.

FY09 5311 Fed

DRAFT: SUBJECT TO CHANGE PRIOR TO COMMISSION ACTION 9/2009 to 8/2010

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

ALL Districts

The Texas Transportation Commission (commission) takes special note of its designation by the governor as the administering agency for the Federal Transit Administration (FTA) grant program, "Formula Grant Program for Areas Other than Urbanized" (49 U.S.C. §5311), in a letter dated October 4, 2005; and further acknowledges that federal program regulations require the Texas Department of Transportation (department) to ensure that these grant funds are distributed fairly and equitably within the state.

The United States Congress has passed a Continuing Appropriation Resolution for a five-month period, the FTA has available funds for this period. As soon as authorizing legislation covering the remainder of the fiscal year or a portion of it has been enacted, the additional authority will be made available. It is possible that there will be reductions to or increases above the total amount.

Allocations to rural transit systems are calculated in accordance with the formula in §31.36(g)(3). The distribution of the available FY 2009 allocation, including unobligated funds from previous grants, is shown in Exhibit A.

Transportation Code, Chapter 455, assigns a broad spectrum of public transportation roles and missions to the department.

Transportation Code, Chapter 456, authorizes the commission to administer funds appropriated for public transportation.

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is directed to proceed with the available FY 2009 §5311 FTA allocation for the program as described in Exhibit A, submit the necessary state application to FTA, and enter into the necessary contracts for the FY 2009 program of projects.

IT IS FURTHER ORDERED that the executive director or the director's designee is directed to issue contracts in accordance with the priorities established in this minute order.

Submitted and reviewed by:

Director, Public Transportation Division

Recommended by:

Executive Director

Minute Number

Date Passed

DRAFT: SUBJECT TO CHANGE PRIOR TO COMMISSION ACTION

AWARD FEDERAL §5311 FUNDS, NONURBANIZED AREA FORMULA PROGRAM FOR FY 2009

Description

This minute order awards $20,104,352 in federal funds under the FTA Nonurbanized Program (49 U.S.C. §5311) to rural transit districts for rural public transportation.

Background

Each year, the FTA publishes in the *Federal Register* a comprehensive list of apportionments and allocations for transit assistance programs. The United States Congress has passed a Continuing Appropriation Resolution and the FTA has available funds for a five-month period. FTA has announced the available amount of the FY 2009 §5311 federal apportionment for Texas as $13,726,498.

Criteria

The formula for allocating §5311 funds is established in Title 43, Texas Administrative Code, §31.36(e) (1) and (g). Fifteen percent of the total annual apportionment can be reserved for state administrative expenses. The historical amount for this need has been $880,000, which is 2.61 percent of the estimated FY 2009 apportionment. In addition, and required by federal law, 15 percent of the annual apportionment must be reserved for the development and support of intercity bus transportation, unless the governor (or his designee) certifies to the Secretary of the USDOT that the intercity bus service needs of the state are being adequately met. In accordance with the formula to allocate §5311 funds, if the FY 2009 funding level is greater than the $20,104,352 outlined in 43 TAC 31.36(g), the remainder will be allocated as commission discretionary funds.

Problem/Condition

The distribution of the available FY 2009 allocation, including unobligated funds from previous grants has been calculated in accordance with the provisions of §31.36(g).

Other Comments

It is possible that there will be reductions or increases to the total amount. Reductions or increases in allocations to individual rural transit systems will be calculated on a pro rata basis in accordance with the formula in §31.36(g)(3).

Awards from the commission discretionary funds require formal commission action and projects awarded from these funds will be brought to the commission at a later date.

Alternative Solutions/Actions

None.

DRAFT: SUBJECT TO CHANGE PRIOR TO COMMISSION ACTION

EXHIBIT A
AWARD FEDERAL §5311 FUNDS, NONURBANIZED AREA FORMULA PROGRAM FOR FY 2009

Rural Transit Operator	Available Allocation FY 2009	Total Allocation FY 2009
Alamo Area Council of Governments	$635,080	$991,923
ArkTex Council of Governments	439,119	685,855
Aspermont Small Business Development Center, Inc.	181,420	283,358
Bee Community Action Agency	191,849	299,646
Brazos Transit District	1,234,055	1,927,450
Capital Area Rural Transportation System	689,922	1,077,581
Caprock Community Action Association, Inc.	210,894	329,392
Central Texas Rural Transit District	433,835	677,602
Cleburne, City of	204,408	319,262
Collin County Committee on Aging	113,670	177,540
Colorado Valley Transit, Inc.	275,166	429,779
Community Action Council of South Texas	256,188	400,137
Community Council of Southwest Texas, Inc.	333,863	521,457
Community Services, Inc.	286,392	447,312
Concho Valley Rural Transit District	288,005	449,831
Del Rio, City of	178,562	278,894
East Texas Council of Governments	802,888	1,254,021
El Paso County	170,158	265,767
Fort Bend County Rural Transit District	122,808	191,812
Golden Crescent Regional Planning Commission	358,624	560,130
Gulf Coast Center	177,849	277,780
Heart of Texas Council of Governments	313,155	489,113
Hill Country Transit District	367,920	574,650
Kaufman Area Rural Transportation	221,305	345,654
Kleberg County Human Services	134,779	210,510
Lower Rio Grande Valley Development Council	228,860	357,454
Panhandle Community Services, Inc.	567,511	886,388
Public Transit Services	270,036	421,766
Rolling Plains Management Corporation	264,082	412,467
Rural Economic Assistance League	253,282	395,598
Senior Center Resources and Public Transit, Inc.	195,050	304,646
South East Texas Regional Planning Commission	263,698	411,867
South Padre Island, Town of	257,975	402,928
South Plains Community Action Association, Inc.	359,762	561,907
SPAN, Inc.	178,729	279,154
Texoma Area Paratransit System, Inc.	379,668	592,999
The Transit System, Inc.	145,027	226,516
Webb County Community Action Agency	188,457	294,348
West Texas Opportunities, Inc.	697,783	1,089,858
TOTAL	**$12,871,834**	**$20,104,352**

35A

Texas Commission on Environmental Quality
Air Quality Division

FY 2008/2009
Local Initiative Projects

Project Proposal/Project Summary Forms
June 2008

COUNTY JUDGE
RECEIVED
MAR 18 2009

INSTRUCTIONS

This document provides the forms for use by the Counties in submitting local initiative projects for funding to the Texas Commission on Environmental Quality (TCEQ). These forms must be used by the County to submit projects to the TCEQ for review and acceptance.

Project Summary Form and Certification Form

The forms should be used by the County to provide the TCEQ information on each project approved for funding by its governing body. The *Project Summary Form* outlines the format for the County to provide the TCEQ with the necessary information concerning each project selected. The *Project Summary Form* will serve as the project proposal, as required by Section IV: Project Approval of the contract with the TCEQ.

A *Certification Form* serves as written certification by the County that the projects were reviewed for eligibility and found to meet the minimum criteria. It must be submitted with the project summary forms. The County may submit a resolution from its governing body indicating the support for the projects selected, but a certification form must still be submitted with the project summary forms.

The project summaries and certification form should be provided to the TCEQ for all projects. If, at a later date, additional projects are proposed for funding, additional project summary forms and certification forms must be submitted. Changes to existing projects must also be documented on a revised project summary form and submitted to the TCEQ.

The TCEQ will review the project summaries and will notify the County in writing of any projects that the TCEQ determines may not meet project eligibility criteria under the terms of the grant agreement, or for which there may be a question about the project. The County is requested to respond to any request from the TCEQ for additional information concerning a project. The County may not proceed with funding a project until notified that it may do so by the TCEQ.

FY 2008/2009 Local Initiative Projects

Project Summary

County Certification

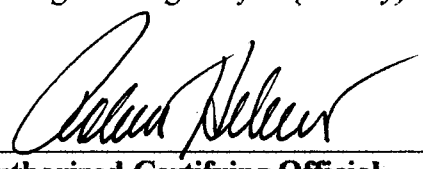
{County} makes the following certifications regarding the projects included with the accompanying Project Summaries:

1. The projects were selected in accordance with the procedures set forth in the grant agreement with Texas Commission on Environmental Quality (TCEQ);

2. The project proposals have been fully evaluated and determined to fit within the minimum criteria and standards established by TCEQ for this program, as well as more specific standards established for the project categories by the County;

3. The project proposals are consistent with and directly support implementation of the Texas Health and Safety Code, 382.220; and

4. The governing body of *{County}* officially approved the selection of these projects on *{date}*.



3-17-09

Authorized Certifying Official **Date**

Typed/Printed Name and Title: Robert Hebert, County Judge

AS PER ORIGINAL

FY 2008/2009 Local Initiative Projects
Project Summary Form

☒ New ☐ Revised

County: Fort Bend	**Fiscal Year: 2009**
Date February 17, 2009	**Revision Date:**
Contact Person and Phone Number: Paulette Shelton 281-633-7433	

Brief Project Title:	**Total Grant Funding: $266,732.90**
Counties to be Served: Fort Bend	**Matching/In-Kind Services:**
Project Dates: March 15, 2009 **Start Date:** Date Notice to Proceed Issued **End Date: August 31, 2009**	**If contracting with another entity, list name and contact person:** Houston-Galveston Area Council; Shelley Whitworth (713) 499-6695

Personnel / Salaries *List personnel, # of hours, salary charged to grant*		
Fringe Benefits		
Travel *List & itemize travel expenditures*		
Supplies *List & itemize detailed travel expenditures*		
Equipment *List & itemize equipment expenditures (must have a unit cost of $5,000 or more)*		
Bus A (Type III, 31 passenger, ULSD power) @ $135,000	**$135,000**	**$ 0**
Bus B (Type III, 31 passenger, ULSD power) @ $135,000	**$ 27,000**	**$108,000 5307**
Bus C (Type III, 31 passenger, ULSD power) @ $135,000	**$ 27,000**	**$108,000 5307**
Bus D (Type III, 31 passenger, ULSD power) @ $140,000	**$ 0**	**$140,000 5340**
Bus E (Type III, 31 passenger, ULSD power) @ $140,000	**$ 0**	**$140,000 5340**
Bus F (Type III, 15 passenger, ULSD power) @ $ 72,500	**$ 14,500**	**$ 58,000 5307**
Bus G (Type III, 15 passenger, ULSD power) @ $ 72,500	**$ 14,500**	**$ 58,000 5307**
Bus H (Type III, 15 passenger, Gas power) @ $ 46,750	**$ 9,350**	**$ 37,400 5311**

Construction *List & itemize construction expenditures*		
Contractual *List & itemize contractual expenditures (other than construction)*		
Other *List & itemize other expenditures* Purchase of Service Guaranteed Ride Home Program Parking Lot Equipment Parking Lot Fees Marketing		 **$391,168 CMAQ** **$ 16,500 CMAQ** **$ 3,500 CMAQ** **$ 6,000 CMAQ** **$ 50,000 5307**
Indirect Charges		
TOTAL FUNDING	**$227,350**	**$1,116,568**

In-Kind Match:
(If in-kind match is used, include a detailed description and estimated value of the property or professional services to be donated to the project.)

Project Description:
(Provide a detailed description on this project, including the following information if applicable. Why is this project necessary and a good use of funds? Who will directly benefit from the project? What exactly will the funds be used for? Where will equipment be stored and how often will it be used? What is the target emitting source or sources? What technologies or methods will be implemented to reduce emissions? Explain the anticipated air quality benefits to the county/region. Describe how the air quality benefits or emission reductions are enforceable, permanent, quantifiable, and other documentation, if available.)

The proposed project will use Local Initiative Projects (LIP) funds to purchase five (5) new 31 passenger buses for initiation of new park and ride transit services linking Fort Bend County residents with the Texas Medical Center (TMC) area in Harris County by way of US. Highway 59. Funds will also be used to purchase two (2) replacement 15 passenger buses for our existing Demand Response Services. TMC buses being purchased with LIP funding will have new diesel engines designed to run on ultra low sulfur diesel fuel. Buses will meet current Federal and State emission standards, and be stored at Fort Bend County's Public Transportation Department located at 12550 Emily Court, Sugar Land, Texas 77478 when not in use. The purchased buses will become an integral, daily component in the new transit service which is expected to be offered for the next 3 years. The transit service will create immediate and long term emission and congestion benefits for the Houston-Galveston Non-Attainment Area by removing SOV trips from a congested corridor. It is anticipated the new transit service will begin 7 days after the delivery of the buses.

In 2005, Fort Bend County and the Houston-Galveston Area Council created and published the Fort Bend Transportation Plan (FBTP). This plan provides an in-depth study of both intra-county and inter-county daily commutes based upon information from the U. S. Census 2000, and the top nine employers in Harris County. The FBTP concluded an increase in transit options in Fort Bend County would reduce emissions in the area by reducing the number of SOV trips. Approximately 3,420 daily commutes to the TMC from Fort Bend County is reported in the FBTP. Assuming a 5% initial utilization of total commuters, the service would generate approximately 171 passengers or 342 daily trips to the TMC. The new transit service will target morning and afternoon peak time passengers, use the HOV lanes on US Highway 59, and seek opportunities to provide service for Harris County residents needing transit to Ft. Bend County.

The TMC park and ride service will start in Rosenberg at Fort Bend County's Fairgrounds Park and Ride facility (US Hwy. 59 at US Hwy. 36), and travel north to two existing park and ride facilities in Sugar Land (University of Houston Sugar Land and First Colony Mall AMC Theatre). Service distance from Rosenberg to TMC is 33 miles, distance from the University of Houston Park and Ride lot in Sugar Land is 22 miles, and from the First Colony Mall AMC Theatre Park and Ride lot 20 miles. From these locations, residents of Fort Bend County's rural areas (Needville, Kendleton, Beasley), Wharton County's rural area, Sugar Land, Missouri City, New Territory, Richmond and Rosenberg have convenient access to the proposed bus service at a significant miles traveled savings for the commuter. The new transit service anticipates completing a round trip along the longest route (33 miles) in approximately 1 hour and 45 minutes with a fare of $7.00 ($3.50 one way). A schedule and map of the new transit service is attached.

Ft. Bend County will be using CMAQ funds to match the purchase of one bus at 100%. The remaining 6 vehicles will be purchased using American Reinvestment Recovery Act 5340 and Urbanized 5307 Funds. Ft. Bend County will exceed the LIP matching obligations by using local matching funds in the initiation and implementation of the new transit services. A categorized budget showing the match and depicting first year of operating costs is attached.

Buses will be ordered within 60 days of notice to proceed. Estimated delivery date for the buses will be before August 31, 2009; however, delivery can be delayed due to manufacturing delays and/or as a result of acceptance inspections. TCEQ will be notified if additional time is required for bus delivery and/or acceptance beyond the August 31, 2009 TCEQ contract expiration.

Marketing of the service will be consolidated through employee notification processes and distributions by employers in the TMC area. Provisions for a guaranteed ride home program are also included.

Authorized Signature: _____

Robert Hebert, Fort Bend County Judge

Date: March 17, 2009

Attachment A

Service to The Texas Medical Center
59 HOV CORRIDOR
5 BUS Schedule

AM ROUTE

A	5:55 AM	6:15 AM		6:45 AM	6:51 AM	6:55 AM	6:57 AM	7:00 AM
B	6:15 AM	6:35 AM		7:05 AM	7:09 AM	7:13 AM	7:17 AM	7:21 AM
C	6:35 AM	6:55 AM		7:25 AM	7:29 AM	7:33 AM	7:37 AM	7:41 AM
D		6:00 AM	6:10 AM	6:40 AM	6:44 AM	6:48 AM	6:52 AM	6:56 AM
E	6:00 AM	6:20 AM	6:30 AM	7:06 AM	7:10 AM	7:14 AM	7:18 AM	7:22 AM
A	☆ 6:25 AM	6:45 AM	6:55 AM	7:25 AM	7:29 AM	7:33 AM	7:37 AM	7:41 AM
B	☆ 6:45 AM	7:05 AM	7:15 AM	7:45 AM	7:49 AM	7:53 AM	7:57 AM	8:01 AM
C	☆ 7:05 AM	7:25 AM	7:35 AM	8:05 AM	8:09 AM	8:13 AM	8:17 AM	8:21 AM
D	☆ 7:25 AM	7:41 AM	7:51 AM	8:27 AM	8:31 AM	8:35 AM	8:39 AM	8:43 AM
E		8:00 AM	8:10 AM	8:40 AM	8:44 AM	8:48 AM	8:52 AM	8:56 AM

☆ Requires bus transfer at AMC

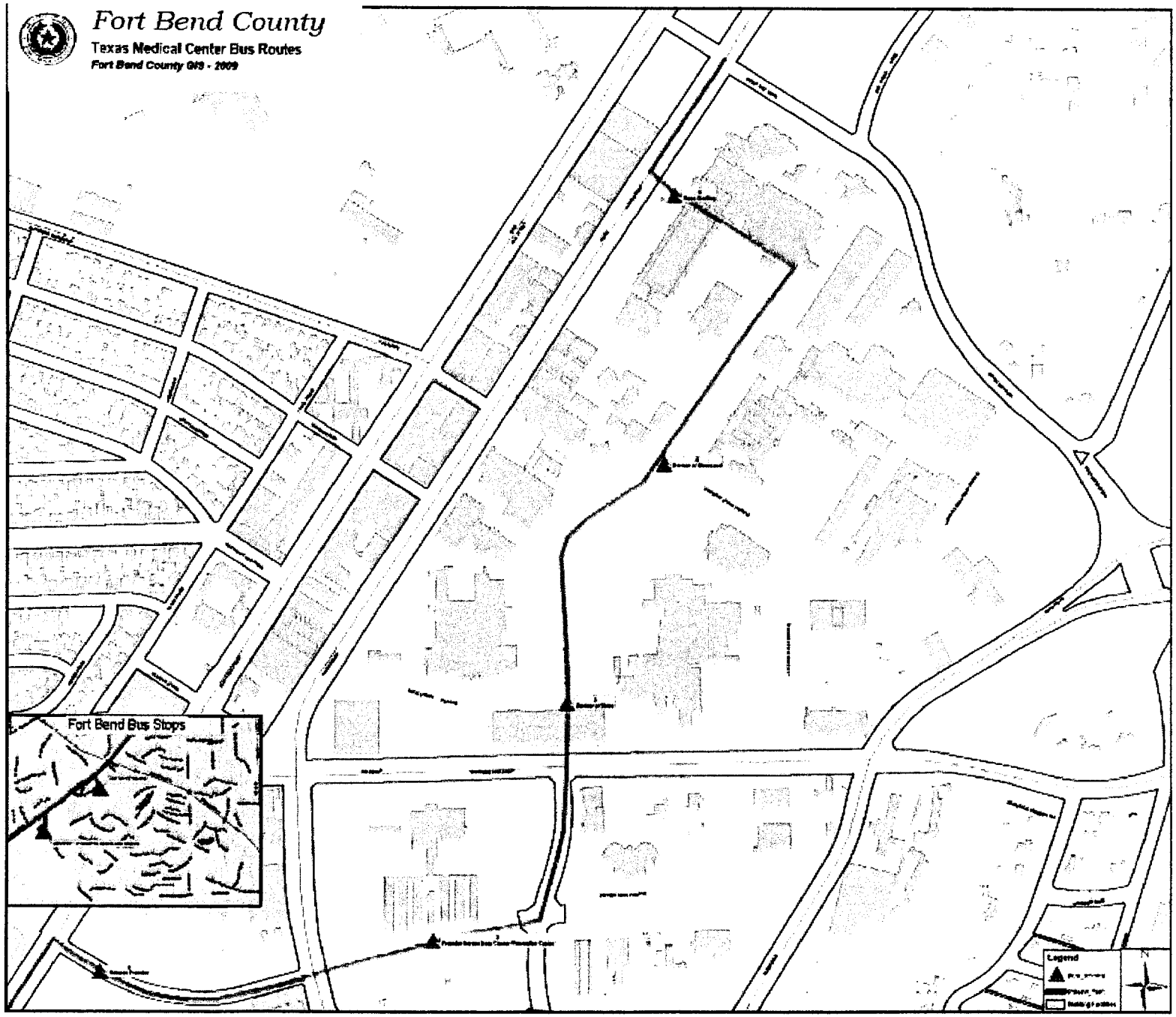
PM ROUTE

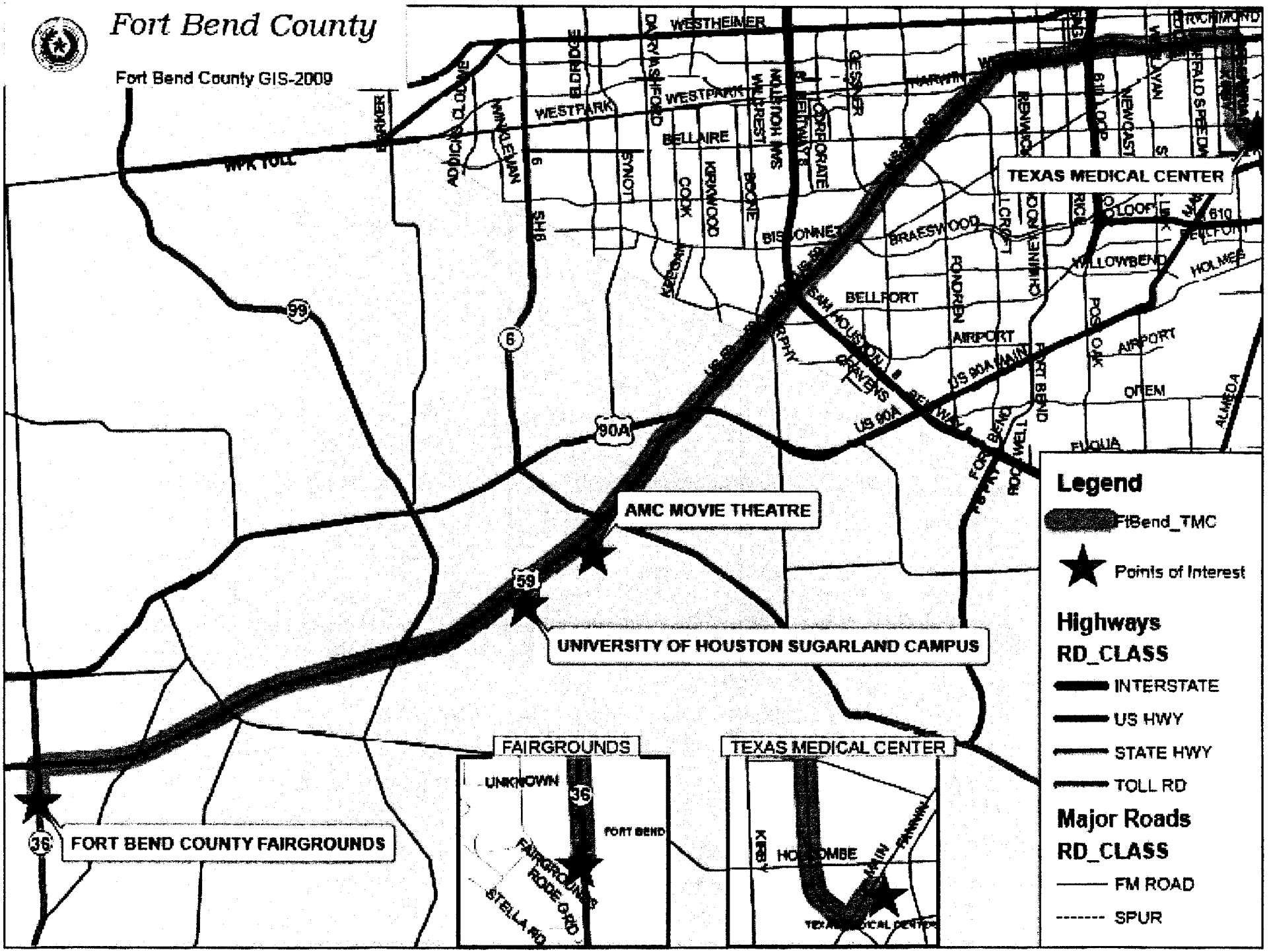
A	3:40 PM	4:00 PM	4:18 PM	3:52 PM	3:56 PM	4:01 PM	4:05 PM	☆ 5:01 PM
B	4:00 PM	4:20 PM	4:38 PM	4:12 PM	4:16 PM	4:21 PM	4:25 PM	☆ 5:26 PM
C	4:20 PM	4:40 PM	4:58 PM	4:32 PM	4:36 PM	4:41 PM	4:45 PM	☆ 5:51 PM
D	4:50 PM	4:54 PM	4:58 PM	5:02 PM	5:06 PM	5:41 PM	5:51 PM	☆ 6:11 PM
E	5:10 PM	5:14 PM	5:18 PM	5:22 PM	5:26 PM	6:01 PM	6:11 PM	☆ 6:21 PM
A	5:26 PM	5:32 PM	5:38 PM	5:38 PM	5:42 PM	6:17 PM	6:27 PM	6:47 PM
B	5:51 PM	5:57 PM	6:03 PM	6:03 PM	6:07 PM	6:42 PM	6:52 PM	7:12 PM
C	6:16 PM	6:20 PM	6:24 PM	6:30 PM	6:34 PM	7:07 PM	7:17 PM	7:37 PM
D	6:36 PM	6:40 PM	6:44 PM	6:48 PM	6:52 PM	7:27 PM	7:37 PM	7:57 PM
E	7:11 PM	7:15 PM	7:19 PM	7:23 PM	7:27 PM	8:02 PM	8:12 PM	8:32 PM

☆ Requires bus transfer at UH

AS PER ORIGINAL

Attachment B




Fort Bend County
Fort Bend County GIS-2009
TEXAS MEDICAL CENTER
AMC MOVIE THEATRE
UNIVERSITY OF HOUSTON SUGARLAND CAMPUS
FORT BEND COUNTY FAIRGROUNDS
FAIRGROUNDS
TEXAS MEDICAL CENTER
Legend
FtBend_TMC
Points of Interest
Highways
RD_CLASS
INTERSTATE
US HWY
STATE HWY
TOLL RD
Major Roads
RD_CLASS
FM ROAD
SPUR

Attachment C

Fort Bend County Transportation Program

Year 1 Budget
Services + Vehicle Expenses

	Total	5307	5311	CMAQ	TCEQ	Stimulus	Local Match Cash
CAPITAL							
7 PASSENGER BUSES	$ 876,750	$ 332,000	$ 37,400		$ 227,350	$ 280,000	
PURCHASE OF SERVICE - CCC -BUS SERVICE	$ 195,584			$ 146,688			$ 48,896
PURCHASE OF SERVICE - CCC - GRH PROGRAM	$ 8,250			$ 6,188			$ 2,063
TOTAL CAPITAL BUDGET	$ 1,080,584	$ 332,000	$ 37,400	$ 152,875	$ 227,350	$ 280,000	$ 50,958
ADMINISTRATIVE							
Marketing	$ 50,000	$ 40,000					$ 10,000
TOTAL ADMINISTRATIVE BUDGET	$ 50,000	$ 40,000	$ -	$ -	$ -	$ -	$ 10,000
OPERATING							
PURCHASE OF SERVICE - CCC -BUS SERVICE	$ 195,584			$ 146,688			$ 48,896
PURCHASE OF SERVICE - CCC - GRH PROGRAM	$ 8,250			$ 6,188			$ 2,063
Parking Lot Equipment	$ 3,500			$ 2,625			$ 875
Parking Lot Fees	$ 6,000			$ 4,500			$ 1,500
GROSS OPERATING BUDGET	$ 213,334	$ -	$ -	$ 160,000	$ -	$ -	$ 53,333
Fares	$ 132,300						
NET OPERATING BUDGET	$ 81,034	$ -	$ -	$ 60,775	$ -	$ -	$ 20,258
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

AS PER ORIGINAL

35 B

FORT BEND COUNTY PROPOSAL

For

RFP# TRN 06-009

Commute Solutions
Commuter and Transit Services
Pilot Program Projects

Fort Bend County (FBC) is submitting this proposal in response to the Houston-Galveston Area Council (HGAC) request for proposals to the Commuter and Transit Services Pilot Program. As a County Government located within the Houston-Galveston Transportation Management Area (TMA), FBC meets the qualifications for eligible applicants to this program.

SCOPE OF WORK

Fort Bend County is requesting funding for initiation of a park and ride service which links Fort Bend County residents with the Texas Medical Center (TMC) in Harris County by way of US Highway 59. The project will operate entirely within the Houston-Galveston TMA. The project will utilize multiple parking facilities within Fort Bend County benefiting both urban and rural residents, multiple employers within the TMC area and Fort Bend County residents needing medical services within the TMC area.

Fort Bend County intends to provide this park and ride service from the City of Rosenberg into the medical center area using the HOV lane on US 59. Fort Bend County resident point of access will be from the Fairgrounds Park and Ride (SH 36 at US 59), the University of Houston Sugar Land Park and Ride (University Blvd. and US 59) and the AMC Theatre/First Colony Mall Park and Ride (SH 6 and US 59).

Fort Bend County's Public Transportation Department does not directly operate bus services. Transit bus service is contracted to a private sector bus company. Fort Bend County's current bus service contractor is AFC Corporate Transportation (AFC). As all of Fort Bend County's transportation services are offered via a contracted provider the scope of work and related budget does not include any in-house bus service costs. Fort Bend County's Public Transportation Department will oversee all project activities and contractors. CMAQ funds will be used to pay the costs of contracted bus service only. To complement the program, a guaranteed ride home program is also proposed. Other budget elements, funded from sources other than CMAQ, include project administration, purchase of buses, marketing expenses and printing of ticket books and schedules. A project budget, project description and an operational plan are detailed below.

NEEDS ASSESMENT

In 2003 a comprehensive transportation and mobility study was initiated for the development of a transit plan for Fort Bend County. The study was compiled by the Texas Department of Transportation (TxDOT), The Goodman Corporation, HGAC, A & R Consulting and Texas Southern University (TSU) Center for Transportation Training and Research (CTTR). From the study the Fort Bend Transit Plan (FBTP) was produced. Copies of the plan are available in the Houston Galveston Area Council offices.

The FBTP, completed in September 2004 and adopted into the regional planning process by the Houston-Galveston Metropolitan Planning Organization (MPO) in January 2005, includes a detailed assessment of transit needs for Fort Bend County by identifying the following information:

- Existing transit services in Fort Bend County
- Transportation conditions assessment
  - Population profile
  - Income and transportation options
  - Auto availability
  - Work trips
  - Distribution of work travel by modes per city
  - Rural transportation and communities
- Transit modal options
  - Commuter service
  - Express bus or Commuter bus
  - Van pool or METRO Van service
  - Community or social services transportation
  - Demand-response
  - Fixed-route bus service
- Organizational approach
- Transportation coordination
- Transit gaps and indices
  - Gaps identified in public meetings
  - Gaps identified by interviews
- Peer review
- Public involvement
- Fort Bend County major employers survey
- Operating plan
- Financial plan
- Marketing and public involvement plan

Three types of existing services were identified within the FBTP for Fort Bend County. Services in place at its publication included commuter services operated by a private corporation, private for profit transportation services provided by taxi and limo companies and health and human service agency transportation services provided by varying community organizations. (ref.; FBTP Section 2-1).

Fort Bend County is identified as the fastest growing county within the eight-county Houston-Galveston metropolitan region according to U. S. Census data between 1990 and 2000. Indications reported in the FBTP are that Fort Bend County will continue rapid growth in eastern suburban areas as well as farther into the western part of the county. Growth rates between 2000 and 2003 were highest in Fulshear, Stafford, Rosenberg and Missouri City respectively. The average growth rate for Fort Bend County during this period was 11.28% bringing the total population in excess of 412,000 (ref, FBTP Section 3-3).

The FBTP studied average incomes from eight cities and planned communities within Fort Bend County. While the average income for Texas is $39,927, the FBTP found that Fort Bend County's average income is $63,831. Only Richmond and Rosenberg fell below the Texas average income with $34,888 and $35,510 respectively (ref.; FBTP Section 3-8).

The FBTP also found that the highest concentration of households without an auto reside in Rosenberg and Richmond, 16.55% and 12.48% respectively (ref.; FBTP 3-11). This would indicate residents in these areas must rely on transportation alternatives to travel any distance. Much lower percentages of households without an auto exist in communities along the eastern border of Fort Bend County.

The FBTP sites a study of 156,702 work commuters age 16 and older which indicates almost 2% of all Fort Bend County work trips were made using public transit. It was noted that most Fort Bend County residents who used public transit lived near the eastern border of Fort Bend County where households without an auto percentage are very low and METRO park and ride facilities are nearby. (ref.; FBTP Section 3-12).

A study of inter-county trips by Fort Bend County commuters to large employment centers in Harris County showed 20,163 daily trips. The TMC ranked third among nine centers studied with 3,420 daily trips according to the U.S. Census and H-GAC data (ref.; FBTP Section 3-20). Only the Central Business District and the Energy Corridor rated higher than the TMC with the Galleria-Uptown and Greenway Plaza ranking fourth (ref.; FBTP Section 3-17). Primary concentration of the TMC commuters in Fort Bend County is Stafford, Sugar Land, and Missouri City with significant numbers in Sienna Plantation and Arcola. Recent surveys of the Trek Express and the Fort Bend Express indicate about 1% of the riders of those services are residing in Richmond or areas further south.

In order to gain public input on the plan, the FBTP utilized a series of public outreach workshops. The first series of workshops was held between November and December 2003 and the second series between March and April 2004. Notices of the meetings were advertised in local print media and through the use of Dynamic Message Sign systems displayed along major freeway corridors by TxDOT. Approximately 140 people were in attendance throughout the series.

The primary need identified during the first community meeting in Needville on November 18, 2003 was access to the TMC. The main reason for access to the TMC was for treatment purposes, especially for the elderly and cancer patients residing in rural areas. (ref.; FBTP Section 10-1). On November 17, 2003 a meeting was conducted at the University of Houston Cinco Ranch. The primary need expressed by this group was the need to support special needs populations. This included providing this population with job access. Also of high importance was access to the TMC, Bush Intercontinental Airport and Hobby International Airport (ref.; FBTP Section 10-2). In Rosenberg on November 24, 2003 the primary topic was access to the TMC, especially for the elderly and disabled. (ref.; FBTP Section 10-3). In Missouri City on December 2, 2003 the need

for express bus service was discussed since METRO's nearest park and ride was 10 to 15 miles away from residents in Sienna Plantations and Arcola-Fresno. Express services to the TMC and Central Business District were expressed as needs (ref.; FBTP Section 10-4).

While the first set of public meetings served to elevate the community's interest in transit services, the second series was intended to take the previous recommendations and provide technical responses and explanations on operational and financial aspects of various services. This included draft transit plans for addressing community needs for present, near term and the future with examples of annual capital and operating costs and funding options (ref.; FBTP Section 10-9). Transit gaps identified through the public meeting process were analyzed using five factors as follows:

1. Density
2. Household Income
3. Percentage of Household Incomes Below $30,000 Annually
4. Percentage of Households Without an Automobile
5. Existing Use of Carpools

Through this analysis a process for scoring the need of requested services was established (ref.; FBTP Section 8-3). In a similar fashion, a transit feasibility index for commuter service was performed using the six largest employment centers outside Fort Bend County (ref.: FBTP Section 8-11). Five factors were again used against six cities or planned communities which were as follows:

1. Existing Transit Services
2. Trips to Large Business Centers
3. Convenience of Destinations
4. Accessibility to HOV Lanes
5. Distance to Employment Centers

Other services considered and recommended in the FBTP included demand-response service, subsidized taxi service and coordination of human services transit service (ref.; FBTP Section 12-3). The study also indicates future possibilities for connector service and circulator service in limited capacities (ref.; FBTP Section 12-14).

The FBTP determined that approximately 30-35 percent of the estimated 85,000 employees who work at the Uptown-Galleria and Greenway Plaza areas reside within Fort Bend County (ref.; FBTP, Section 2-1).

The results of the study rated six routes as "highly promising", 12 routes as "possible" and 26 routes as "marginal". Commuter transit routes to the TMC rated "highly promising". (ref.; FBTP Section 8-14).

Recent surveys of medical center area institutions conducted by The Texas Medical Center indicated there are over 7,800 employees who work in the medical center area who reside in Fort Bend County. Of those residents, approximately 12% indicated they would "definitely" ride commuter services from Fort Bend County into the medical center area.

HISTORY AND DESCRIPTION OF TRANSIT SERVICES

Houston METRO service does not operate within Fort Bend County; however, there are six park and ride locations adjacent to the eastern boundary of Fort Bend County. Fort Bend County's commuter services known as the TREK Express provide a connection to Metro's West Bellfort Park and Ride facility.

Private transportation providers in Fort Bend County include Greyhound, taxi services, and airport shuttles. Greyhound provides three trips daily from Rosenberg to Houston and five trips daily from Richmond to Houston. Taxi services are located both within and adjacent to Fort Bend County with service varying upon location and distance. Two airport shuttle services are identified providing service to Hobby International Airport and Bush Intercontinental Airport (ref.; FBTP Section 2-11).

Several human and community services provide transportation within Fort Bend County. All human and community services identified provide limited service in that these services are either available to clients of the organization only or are restricted to age and/or disability criteria (ref.; FBTP Section 2-9).

The FBTP provides an inventory of five capital facilities which either currently exist or are planned for the purpose of supporting park and ride services in Fort Bend County (ref.; FBTP Section 2-5). Existing park and ride facilities include the University of Houston Sugar Land and AMC Theatre Sugar Land parking lots. Included in the planned/proposed facilities were park and ride facilities at the Fort Bend County Fair Grounds, Arcola/Sienna Plantation area, and another in the vicinity of the Westpark Tollroad and SH 99. Significant to this proposal, the Fort Bend County Fair Grounds facility has been elevated from "planned" to construction completion scheduled for the summer of 2009. Implementation of initial planning and environmental activities for both the Westpark and Sienna park and ride facilities are also being initiated in 2009.

In addition to the facilities reported in the FBTP, Fort Bend County maintains an administrative facility for the Transportation Department located on Emily Court in Sugar Land. This facility is of sufficient size to support the administrative activities proposed for TMC park-and-ride service.

In May of 2005, after publication of the FBTP, Fort Bend County formed a Transportation Department and began implementation of the study's recommendations. Within its first three years, Fort Bend County's Transportation Department officially took over operations of the existing commuter services known as the TREK Express, operated additional commuter services into the Texas Medical Center, implemented demand

response services and collapsed human service transportation provided by one agency into its demand response transit service. Scheduled for implementation in FY09 are 7 in-county point deviation routes inclusive of an internal feeder service to operate along the US 59 Corridor.

Fort Bend County's demand response services are open for any trip purpose. A 13 bus fleet is used to provide services for trips beginning and ending in Fort Bend County. One bus is dedicated on a daily basis for trips into the Texas Medical Center for patrons needing to access medical care. On Tuesdays, scheduled services are offered to the Social Security office and Veteran's Hospital in Houston. The on-demand transit service in Fort Bend County utilizes a contracted bus service provider providing, turn-key bus service, scheduling, and reservations. This service is currently operating at or near capacity hence no opportunity for cross-utilization of these vehicles currently exists or is anticipated for the future.

Commuter services currently consist of the TREK Express. Utilizing 9 buses The Trek Express offers two destinations in the City of Houston, the Greenway Plaza and Galleria Areas. Services are provided via the US 59 corridor from park and ride locations at the AMC Theatre at First Colony Mall in Sugar Land (SH 6 at US 59) and the University of Houston, Sugar Land (University Blvd. and US 59). Fort Bend County's Trek Express commuter service into Greenway Plaza provides a connection to Metro services at Metro's West Bellfort Park and Ride. Approximately 20% of the Greenway service passengers transfer to Metro at the West Bellfort site. TREK Express services to the Uptown-Galleria and Greenway Plaza are contracted "turnkey" operations utilizing a transportation management company. For these services the contractor provides all vehicles, support services, management, vehicle maintenance, fuel, insurance, marketing, etc.

At the request of The Texas Medical Center Fort Bend County operated the Fort Bend Express from September of 2008 through March of 2009. Initial services started using 8 buses from Fort Bend County's park and ride lots in Sugar Land. Buses traveled up the Hi. 90A corridor to 9 stops within the medical center area. The Fort Bend Express into the medical center was also operated using contracted, turn-key bus service; however, Texas Medical Center and Fort Bend County Public Transportation Department staff provided the support activities necessary for the service.

Citing economic conditions, in November 2007 the Texas Medical Center requested services be reduced. On December 1, 2007, a schedule change was implemented reducing service to 5 vehicles and the stops within the medical center to 5. In January of 2009, The Texas Medical Center organization gave Fort Bend County official notice of intent to cancel the contract for service. Service ceased on March 6, 2009.

PROJECT DESCRIPTION

Fort Bend County is proposing initiation of park and ride service which links Fort Bend County residents with the Texas Medical Center (TMC) in Harris County by way of Interstate Highway 59. The new transit service will target morning and afternoon peak time passengers and use the HOV lanes on US Highway 59. The transit service will create immediate and long term emission and congestion benefits for the Houston-Galveston Non-Attainment Area by removing SOV trips from the highly congested US 59 corridor. The service will be managed by Fort Bend County's Public Transportation Department. The department will carry out all activities necessary to insure the success of the project.

The projected start-up of the proposed TMC park and ride service is thirty (30) days from issuance of the "Notice to Proceed" by H-GAC. Service will operate as a turnkey service with Fort Bend County's Public Transportation Department overseeing operation of contractor provided bus service. Fort Bend County's bus contractor has buses available and has indicated services can start within this time frame.

Start of the proposed service can be achieved within 30 days from issuance of the Notice to Proceed by H-GAC. The short window of inception of the proposed service is possible due to the following:

1. The ability to utilize existing facilities.
2. An interim fleet is available through the current contracted service provider; therefore, vehicle acquisition is not required at this time.
3. Initial marketing of the service will be consolidated through employee notification processes and distributions by employers of the target service area.

The TMC park and ride service will start in Rosenberg at Fort Bend County's Fairgrounds Park and Ride facility (US Hwy. 59 at SH 36), and travel north to two existing park and ride facilities in Sugar Land (University of Houston Sugar Land and AMC Theatre First Colony Mall). Service distance from Rosenberg to TMC is 33 miles, distance from the University of Houston Park and Ride lot in Sugar Land to TMC is 22 miles, and from the First Colony Mall AMC Theatre Park and Ride lot it is 20 miles into the TMC area.

From these locations, residents of Fort Bend County's rural areas (Needville, Kendleton, Beasley), Wharton County's rural area, Sugar Land, Missouri City, New Territory, Richmond and Rosenberg have convenient access to the proposed bus service at a significant miles traveled savings for the commuter. The new transit service anticipates completing a round trip along the longest route (33 miles) in approximately 1 hour and 45 minutes with a fare of $7.00 ($3.50 one way). A schedule and map of the new transit service is attached.

As detailed in the **History and Transit Services Description** section of this proposal, Fort Bend County operated services into the TMC area for approximately 7 months. At its peak, the old Fort Bend Express was providing in excess of 4,800 trips per month. The service operated from Sugar Land along the Hi. 90A corridor into the TMC area. Documentation of passenger comments on that route concluded a preferred route would utilize the HOV lanes on Hi. 59. Fort Bend County's proposed new service into the Texas Medical Center area will be provided on the US 59, corridor and utilize the HOV lanes available as far south along US 59 as SH99, or only about 9 miles from the route origin in Rosenberg at the Fort Bend County Fairgrounds. Approximately 3,420 daily SOV commutes to the TMC from Fort Bend County is reported in the FBTP. Assuming 5% of total consumers would initially utilize the service the service would generate approximately 171 passengers or 342 daily trips to the TMC. This is consistent with the performance experienced on the old service and is the assumption to be used for air quality benefit calculations.

Fort Bend County's Public Transportation Department does not directly operate bus services. Transit bus service is contracted to a private sector bus company. Fort Bend County's current bus service contractor is AFC Corporate Transportation (AFC). As all of Fort Bend County's transportation services are offered via a contracted provider the scope of work and related budget does not include any in-house bus service costs. Fort Bend County's Public Transportation Department will oversee all project activities and contractors. CMAQ funds will be used to pay the costs of contracted bus service only. Services will start within thirty (30) days of notice to proceed.

To complement the program, a guaranteed ride home program is also proposed. Other project elements, funded from sources other than CMAQ, include project administration, purchase of buses, marketing expenses and printing of ticket books and schedules. A project budget is detailed below.

Marketing of the service will include both contracted and in-kind services. A contractor will be procured to develop and distribute brochures, schedules, and fare media. Employer notification processes and distributions by employers in the TMC area will be utilized both to promote the program and distribute ticket media. Fort Bend County Transportation Department staff will set up and man marketing booths at transportation fairs held in the TMC area and Fort Bend County. As stated above, other funding sources will be utilized for these expenses.

The proposed project will use other funding sources to purchase five (5) new 31 passenger busses for the service. Buses being purchased will have the International MaxxForce 7, 215 HP diesel engines designed to run on ultra low sulfur diesel fuel. Busses will meet current Federal and State emission standards. The purchased busses will become an integral, daily component in the new transit service that is expected to be offered for the next 3 years. Buses will be ordered within 60 days of notice to proceed.

BUDGET/FINANCIAL PLAN

The attached budget details a three year financing plan for the proposed services. As is depicted on these budgets, a combination of federal, state and local funding will be utilized to finance the project. CMAQ funding is depicted as the federal share. State funding is being provided from funds received from the Texas Commission on Environmental Quality. Fort Bend County's local dollars are general property tax revenues. Additional local support is provided via fare box revenue. Fare revenues are projected based on a fare of $3.50 per passenger per trip.

After the three (3) year CMAQ federal funding period is completed, Fort Bend County's Public Transportation Department will utilize two other federal funding sources and the same County local dollars to continue the proposed service. Annually, the County receives Federal Section 5307 Urbanized Area Transit Funding and Federal Section 5311 Rural Area Transit funding. Both federal sources will be utilized to replace the CMAQ funds. The remaining local share of the service costs will be financed with fare box revenues and local county property tax revenues. With the exception of inflationary factors and/or increased bus service contract rates, service costs for years four (4) and thereafter will remain the same as those depicted in Year 3 costs under the CMAQ program. The federal and local shares described herein will be sufficient to maintain the service.

Fort Bend County's bus service contract has two rates for services provided under the contract. One rate, $52.85 per service hour is for bus service provided in contractor owned vehicles. A reduced rate of $35.85 per service hour is charged for services provided by the contractor in County owned vehicles. In order to reduce operating costs over time, this proposal includes capital expenses to acquire buses in year one so year's two and three service costs can be reduced relative to the discounted rate for county provided vehicles. The costs for these buses will be funded from other sources. Once the new buses arrive, the transportation contractor will operate those County owned buses and the reduced rate will apply to service. The new TMC service will start utilizing contractor owned buses, then switch to county owned buses in years two and three. Budgets included in this proposal consider these operational cost changes in the years in which they will occur.

OPERATIONAL PLAN

The proposed TMC park and ride project will originate the service routes from Rosenberg utilizing a temporary lot at the Fort Bend County Fairgrounds. (A permanent park and ride lot at this location is scheduled for construction completion by August 2009, at which time bus staging and parking will be moved into the new parking lot.) Buses will travel from Rosenberg to the two lots in Sugar Land and then on into 5 locations in the TMC area. Buses will operate at approximately 20 minute headways during both the morning and evening operational periods. Please reference the attached schedule which indicates bus headways, exact schedules and both pick up and drop off locations.

Proposed service stops within the TMC are:

1. Herman Pressler – across from the Houston Community College.
2. Pressler – across from the Cancer Prevention Building
3. Bertner @ Bates – servicing Texas Children's Hospital, St. Luke's Hospital and M. D. Anderson Cancer Center
4. Bertner @ Moursund – servicing Methodist Hospital Complex and Baylor College of Medicine
5. Ross Sterling – at the University of Texas Medical Branch

Service from Fort Bend County for the proposed TMC park and ride will be between the hours of 5:15 AM to 9:00 AM for morning commuters and between 3:40 PM to 8:15 PM for evening commuters. These hours are consistent with commuter service characteristics and coincide with local traffic congestion patterns (ref.; FBTP 4-1).

Also attached are maps indicating locations of the park and ride lots as well as the drop off locations in the medical center area. As is noted on these maps, drop off locations within the medical center will provide convenient access to The Shriners Hospital, Houston Community College, The Cancer Prevention Building, Ben Taub Hospital, The University of Texas Health Science Center, St. Luke's Episcopal Hospital, The Texas Heart Institute, The St. Luke's Medical Tower, Texas Children's Hospital, M. D. Anderson Cancer Center, Methodist Hospital, Baylor College of Medicine, Texas Women's University, The University of Texas Medical School, and The Memorial Herman Hospital Complex.

Round trip travel time will average 1 hour and 45 minutes. In order to maintain an average of approximately 20 minutes between vehicles, five buses will be required for making ten trips per day during both morning and evening services. Buses will be required to provide seating for a minimum of 28 passengers.

Fort Bend County's Public Transportation Department will oversee and manage all operations. Bus service will be provided by the County's bus service contractor. The contractor provides all scheduling, drivers, driver training, and vehicle maintenance. Service operating standards are part of the contractor's contractual obligations and are monitored by Fort Bend County.

Fares for this service will be $3.50 per one way trip. Fares will be paid by cash or through ticket sales. Ticket books containing 20 tickets per book will be sold for $70.00 and made available online and through employers at the TMC. Employers will be able to purchase ticket books directly from the Fort Bend County Transportation Department and resale them to their employees.

AS PER ORIGINAL

Attachment A

Texas Medical Center Bus Schedule

Service to The Texas Medical Center
59 HOV CORRIDOR
5 BUS Schedule

AM ROUTE

[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
D		6:00 AM	6:10 AM	6:40 AM	6:44 AM	6:48 AM	6:52 AM	6:56 AM
E	6:00 AM	6:20 AM	6:30 AM	7:06 AM	7:10 AM	7:14 AM	7:18 AM	7:22 AM
[illegible]	☆ 6:25 AM	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	☆ 6:45 AM	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	☆ 7:05 AM	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
D	☆ 7:25 AM	7:41 AM	7:51 AM	8:27 AM	8:31 AM	8:35 AM	8:39 AM	8:43 AM
E		8:00 AM	8:10 AM	8:40 AM	8:44 AM	8:48 AM	8:52 AM	8:56 AM

☆ Requires bus transfer at AMC

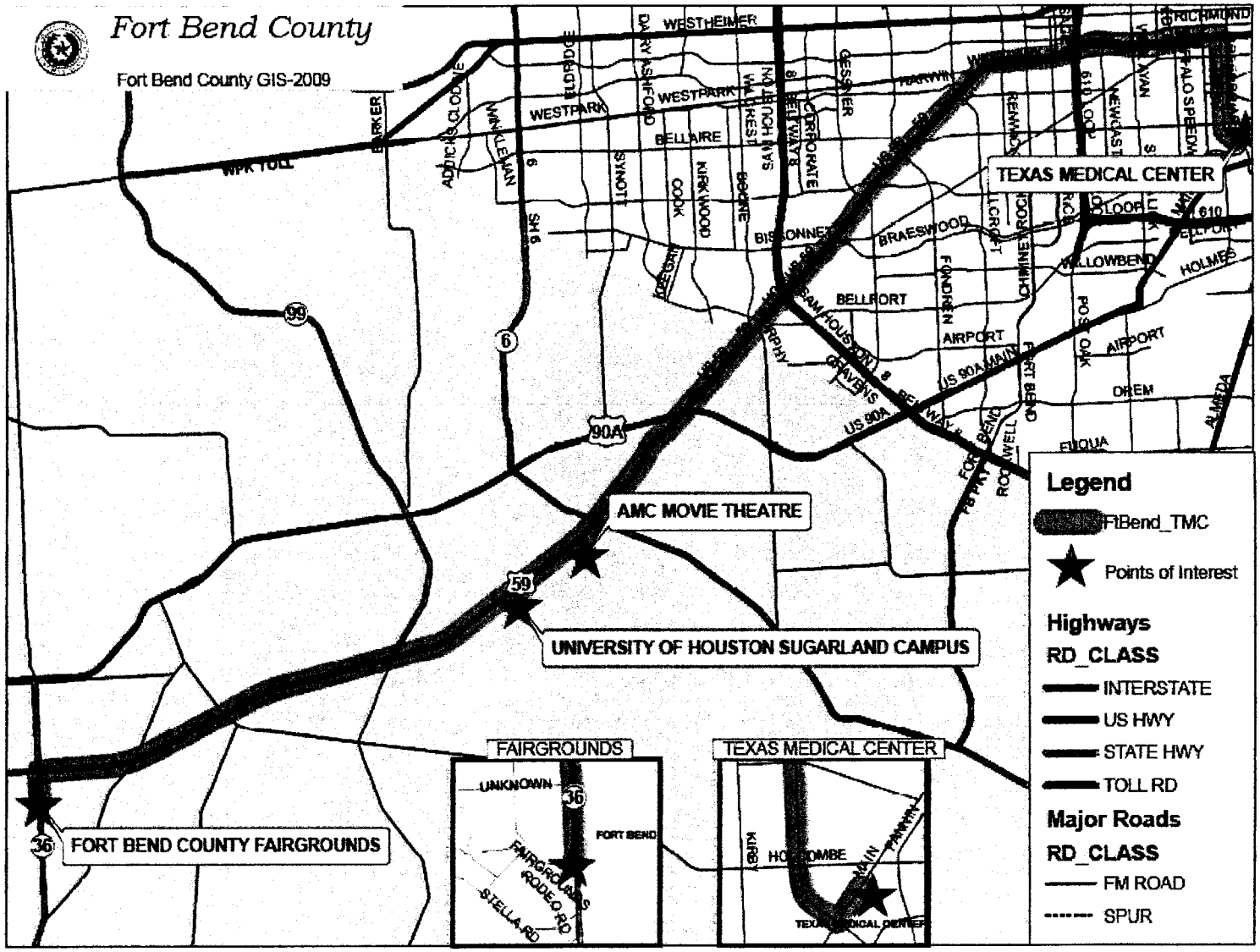
PM ROUTE

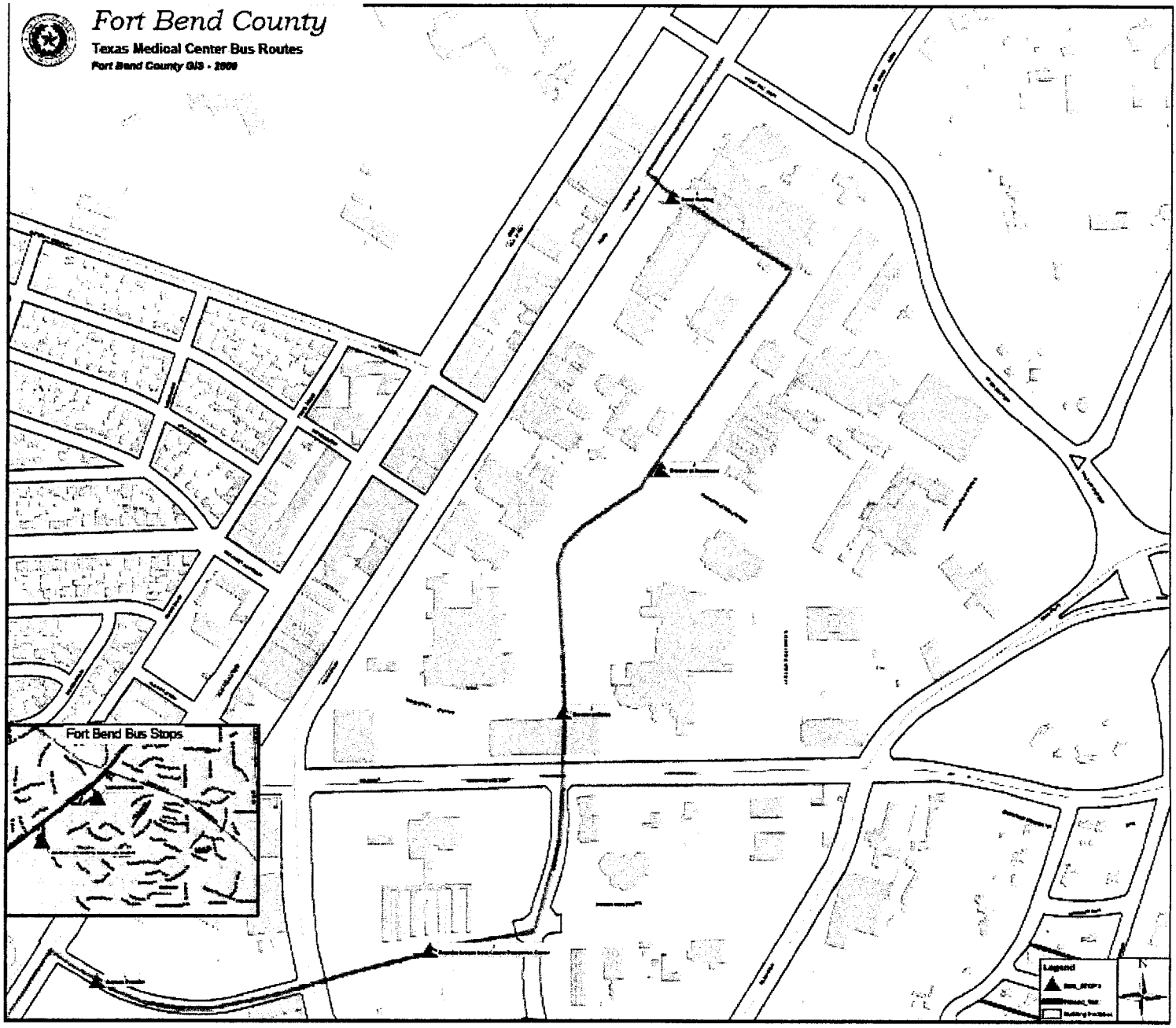
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	☆ 5:01 PM
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	☆ [illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	☆ 5:51 PM
D	4:50 PM	4:54 PM	4:58 PM	5:02 PM	5:06 PM	5:41 PM	5:51 PM	☆ [illegible]
E	5:10 PM	5:14 PM	5:18 PM	5:22 PM	5:26 PM	6:01 PM	6:11 PM	☆ 6:21 PM
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
D	6:36 PM	6:40 PM	6:44 PM	6:48 PM	6:52 PM	7:27 PM	7:37 PM	7:57 PM
E	7:11 PM	7:15 PM	7:19 PM	7:23 PM	7:27 PM	8:02 PM	8:12 PM	8:32 PM

☆ Requires bus transfer at UH

Attachment B

Texas Medical Center Route Map




Fort Bend County
Texas Medical Center Bus Routes
Fort Bend County GIS - 2009
Fort Bend Bus Stops
Legend

Attachment C

Texas Medical Center 3 Year Budget

Fort Bend County Transportation Program
Fort Bend Express - Texas Medical Center Service

3 Year Budget

	Total	5307	CMAQ	TCEQ	Stimulus	Local Match Cash
CAPITAL						
5 PASSENGER BUSES	$ 685,000	$ 216,000	$ -	$ 189,000	$ 280,000	$ -
PURCHASE OF SERVICE - CCC -BUS SERVICE	$ 511,781	$ -	$ 304,786	$ -	$ -	$ 206,994
PURCHASE OF SERVICE - CCC - GRH PROGRAM	$ 24,750	$ -	$ 14,438	$ -	$ -	$ 10,313
TOTAL CAPITAL BUDGET	$ 1,221,531	$ 216,000	$ 319,224	$ 189,000	$ 280,000	$ 217,307
ADMINISTRATIVE						
TOTAL ADMINISTRATIVE BUDGET	$ -					
OPERATING						
PURCHASE OF SERVICE - CCC -BUS SERVICE	$ 511,781		$ 304,786			$ 206,994
PURCHASE OF SERVICE - CCC - GRH PROGRAM	$ 24,750		$ 14,438			$ 10,313
Parking Lot Equipment	$ 9,500		$ 5,625			$ 3,875
Parking Lot Fees	$ 18,000		$ 10,500			$ 7,500
GROSS OPERATING BUDGET	$ 564,031	$ -	$ 335,349	$ -		$ 228,682
Fares	$ 396,900					
NET OPERATING BUDGET	$ 167,131	$ -	$ 103,824	$ -		$ 63,307

AS PER ORIGINAL

ort Bend County Transportation Program
ort Bend Express - Texas Medical Center Service

ear 1 Budget
Services + Vehicle Expenses

	Total	5307	CMAQ	TCEQ	Stimulus	Local Match Cash
CAPITAL						
PASSENGER BUSES	$ 685,000	$ 216,000		$ 189,000	$ 280,000	
URCHASE OF SERVICE - CCC -BUS SERVICE	$ 195,584		$ 146,688			$ 48,896
URCHASE OF SERVICE - CCC - GRH PROGRAM	$ 8,250		$ 6,188			$ 2,063
TOTAL CAPITAL BUDGET	$ 888,834	$ 216,000	$ 152,875	$ 189,000	$ 280,000	$ 50,958
ADMINISTRATIVE						
TOTAL ADMINISTRATIVE BUDGET	$ -					
OPERATING						
URCHASE OF SERVICE - CCC -BUS SERVICE	$ 195,584		$ 146,688			$ 48,896
URCHASE OF SERVICE - CCC - GRH PROGRAM	$ 8,250		$ 6,188			$ 2,063
arking Lot Equipment	$ 3,500		$ 2,625			$ 875
arking Lot Fees	$ 6,000		$ 4,500			$ 1,500
GROSS OPERATING BUDGET	$ 213,334	$ -	$ 160,000	$ -	$ -	$ 53,333
Fares	$ 132,300					
NET OPERATING BUDGET	$ 81,034		$ 60,775			$ 20,258

* Service Hours: 5 Vehicles x 7 Hours x $52.85 Contractor Owned Vehicle Rate x 126 Days = $233,069
5 Vehicles x 7 Hours x $35.85 County Owned Rate x 126 Days = $158,099

* Fares: Estimated 150 Trips per day x 252 days x $3.50 Fare = $132,300

AS PER ORIGINAL

Fort Bend County Transportation Program
Fort Bend Express - Texas Medical Center Service

Year 2 Budget

	Total		CMAQ	TCEQ	Stimulus	Local Match Cash
CAPITAL						
	$ -					
PURCHASE OF SERVICE - CCC -BUS SERVICE	$ 158,099		$ 79,049			$ 79,049
PURCHASE OF SERVICE - CCC - GRH PROGRAM	$ 8,250		$ 4,125			$ 4,125
TOTAL CAPITAL BUDGET	$ 166,349	$ -	$ 83,174	$ -	$ -	$ 83,174
ADMINISTRATIVE						
TOTAL ADMINISTRATIVE BUDGET	$ -					
OPERATING						
PURCHASE OF SERVICE - CCC -BUS SERVICE	$ 158,099		$ 79,049			$ 79,049
PURCHASE OF SERVICE - CCC - GRH PROGRAM	$ 8,250		$ 4,125			$ 4,125.00
CONSUMABLES	$ 3,000		$ 1,500			$ 1,500
Parking Lot Fees	$ 6,000		$ 3,000			$ 3,000
GROSS OPERATING BUDGET	$ 175,349	$ -	$ 87,674	$ -	$ -	$ 87,674
Fares	$ 132,300					
NET OPERATING BUDGET	$ 43,049		$ 21,524			$ 21,524

* Service Hours: 5 Vehicles x 7 Hours x $35.85 County Owned Vehicle Rate x 252 Days = $316,198
* Fares: Estimated 150 Trips per day x 252 days x $3.50 Fare = $132,300

AS PER ORIGINAL

Fort Bend County Transportation Program
Fort Bend Express - Texas Medical Center Service

Year 3 Budget

	Total		CMAQ	TCEQ	Stimulus	Local Match Cash
CAPITAL						
	$ -					
PURCHASE OF SERVICE - CCC -BUS SERVICE	$ 158,099		$ 79,049			$ 79,049
PURCHASE OF SERVICE - CCC- GRH PROGRAM	$ 8,250		$ 4,125			$ 4,125
TOTAL CAPITAL BUDGET	$ 166,349	$ -	$ 83,174	$ -	$ -	$ 83,174
ADMINISTRATIVE						
TOTAL ADMINISTRATIVE BUDGET	$ -					
OPERATING						
PURCHASE OF SERVICE - CCC -BUS SERVICE	$ 158,099		$ 79,049			$ 79,049
PURCHASE OF SERVICE - CCC - GRH PROGRAM	$ 8,250		$ 4,125			$ 4,125.00
CONSUMABLES	$ 3,000		$ 1,500			$ 1,500
Parking Lot Fees	$ 6,000		$ 3,000			$ 3,000
GROSS OPERATING BUDGET	$ 175,349	$ -	$ 87,674	$ -	$ -	$ 87,674
Fares	$ 132,300					
NET OPERATING BUDGET	$ 43,049		$ 21,524			$ 21,524

* Service Hours: 5 Vehicles x 7 Hours x $35.85 County Owned Vehicle Rate x 252 Days = $316,198

* Fares: Estimated 150 Trips per day x 252 days x $3.50 Fare = $132,300

AS PER ORIGINAL

Statement of Certification
Regarding Debarment and Suspension Status

Fort Bend County certifies to the best of its knowledge and belief that it and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

County Judge affirms the truthfulness and accuracy of the contents of the statements submitted on this certification.

Authorized Official

County Judge — 3-17-09

Title of Authorized Official — Date

Statement of Certification
Regarding Conflict of Interest

Fort Bend County certifies to the best of its knowledge and belief that there exists no potential conflict of interest under federal or state law affecting it or its subcontractors in the conduct of this project for H-GAC.

Robert Hebert affirms the truthfulness and accuracy of the contents of the statements submitted on this certification.

Authorized Official

County Judge — 3/17/09

Title of Authorized Official — Date

Statement of Certification
Regarding Title VI

Fort Bend County, certifies that it is fully in compliance with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. Section 2000d), the Regulations of DOT issued thereunder (49 C.F.R. part 21), and the assurances by H-GAC thereto.

Robert Hebert affirms the truthfulness and accuracy of the contents of the statements submitted on this certification.

Authorized Official

County Judge — March 17, 2009

Title of Authorized Official — Date

COUNTY JUDGE

Fort Bend County, Texas

Robert E. Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

March 17, 2009

Mr. Alan Clark
Manager of Transportation and Air Quality
Houston-Galveston Area Council
For Hand Delivery to:
3555 Timmons Lane, Suite 120
Houston, Texas 77027

Reference: Fort Bend County
FY09 CMAQ Grant Application
Local Match Documentation Letter

Dear Mr. Clark:

This letter will verify should Fort Bend County be awarded funding under the enclosed application, the County will provide the required local match share. The County will provide up to $280,614 from general revenues should the grant be accepted. The amount of the match will be based on the amount of the grant award, and will comply with the required local share participation ratio. This funding will be available for use during the related contracting period.

Should you have any questions regarding the attached application or our transportation services, please contact Paulette Shelton, Transportation Director, at telephone 281-633-RIDE. We appreciate your consideration of our application and look forward to working with you to continue the County's public transportation efforts.

Sincerely,

Robert Hebert

/Enclosure

35C

NOTICE OF PUBLIC HEARING
FORT BEND COUNTY
PUBLIC TRANSPORTATION DEPARTMENT

Notice is hereby given that Fort Bend County is applying for the following federal and state public transportation funds to support public transportation services within Fort Bend County:

DESCRIPTION	AMOUNT	RECEIVED FROM
FY09 Federal Section 5310 Elderly and Disabled Program Funding	$ 241,963	Texas Department of Transportation
FY09 Federal Section 5311 Rural Transportation Program Funding	$ 191,812	Texas Department of Transportation

Any individual wishing to comment on the programming of these funds may do so by attending the public hearing to be held at 1:00 pm on April 7, 2009 at the Fort Bend County Courthouse, 7th Floor Commissioner's Court Room, 301 Jackson Street, Richmond, Texas 77469. To request an application copy or for information regarding the program of projects, contact Paulette Shelton, Fort Bend County Transportation Director, 12550 Emily Court, Suite 400, Sugar Land, Texas 77478, telephone 281-633-7433.

36

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

4520 Reading Road
Rosenberg TX 77471

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

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Commissioners Court on March 17, 2009

Consent Agenda:

Authorize advertising for bids/proposals for chiller replacement at Jane Long Annex. 19A

Regular Agenda:

1. Take all appropriate action on the following:

   a. ~~Bid 09-039 – Furnishings for Sienna Branch Library; (Debbie will distribute by Friday)~~
   b. Bid 09-041 – Construction of Missouri City Annex; 36A1
   c. Bid 09-053 – Purchase of equipment filters. (Debbie will distribute by Friday) 36A2

2. Take all appropriate action to replace, upgrade and enhance required IT hardware necessary to establish disaster recovery program for the County Clerk as follows:

   a. Purchase of SQL server migration from Manatron, a sole source provider, not to exceed $36,000.00 (Funding: County Clerk Records Management Fund). 36B1

   b. Purchase of Magnitude SAN from The Harding Group utilizing Texas DIR Contract #DIR-SSD-252, not to exceed $230,243.00 (Funding: County Clerk Records Management Fund). 36B2

   c. Purchase of CCIMAGE server from Dell utilizing Texas DIR Contract #DIR-SDD-890, not to exceed $10,000 (Funding: County Clerk Records Management Fund). 36B3

3. Take all appropriate action to purchase Proofpoint software from SHI utilizing Texas DIR Contract #DIR-SDD-294, not to exceed $60,000 (Funding: Risk Management and IT Fees and Services). 36C

4. Take all appropriate action to authorize contract negotiations with Crain Zamora for design/build of four story parking garage, pursuant to SOQ #09-042. 36D

5. Take all appropriate action to approve agreement with Systems Commissioning, Inc for professional mechanical testing and balancing services on the Jail expansion project, pursuant to SOQ #09-040, not to exceed $161,235.00 (Funding: Jail Bond Fund). 36E

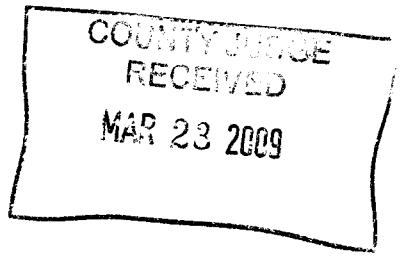
6. Take all appropriate action to approve the purchase of one (1) passenger van from Helfman Ford, not to exceed $22,940.00 (Funding: CSCD 440570999 G570-09SUPERVSN) 36F

7. Take all appropriate action to approve the purchase of one (1) non-police package 4-door sedan from Helfman Ford pursuant to Bid 07-003, not to exceed $13,918.48 (Funding: CSCD 440570999 G570-09SUPERVSN) 36G

8. Take all appropriate action to approve Change Order #1 from Hot Rod Mechanical, Inc. pursuant to Bid 09-026, not to exceed $967.69 (Funding: Library 100650100 63700) 36H

36A1

MEMORANDUM



TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/17/09. Thank you.**

DATE: **March 20, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

AGENDA ITEM 36 A 1) Bid 09-041
Construction Pct 2 Annex

3-26-09 2 origs. ret. to Cheryl at Purchasing

Fort Bend County Tabulation Revised
Bid 09-041
Construction of Missouri City Annex

Recommendation: Crain Zamora base plus alternate = $3,255.000.00
Funding:P418B-06PCT2

Company	Base Bid Price	Alternate: Emergency Generator and Screen Wall *Amount Added to Base Bid*	Total With Alternate	Completion Time in Calendar Days
Crain Zamora-Pearland	$ 3,206,000.00	$ 49,000.00	$ 3,255,000.00	255
Roth Construction, Inc.-Victoria	$ 3,297,073.00	$ 37,811.00	$ 3,334,884.00	365
Bass Construction Company-Rosenberg	$ 3,298,000.00	$ 43,000.00	$ 3,341,000.00	325
Brothers Contracting Partners-Shenandoah	$ 3,365,000.00	$ 37,500.00	$ 3,402,500.00	330
Axiom Construction Company-Houston	$ 3,375,000.00	$ 43,000.00	$ 3,418,000.00	270
Rosenberger Construction-Sugar Land	$ 3,379,000.00	$ 61,900.00	$ 3,440,900.00	240
BLS Construction, Inc.-El Campo	$ 3,430,000.00	$ 41,000.00	$ 3,471,000.00	365
Colorado Structures, Inc.-Colorado	$ 3,458,800.00	$ 40,000.00	$ 3,498,800.00	300
Frost Construction Company-Humble	$ 3,462,000.00	$ 42,750.00	$ 3,504,750.00	365
DivisionOne Construction-Houston	$ 3,486,000.00	$ 60,000.00	$ 3,546,000.00	269
Brookstone,LP-Houston	$ 3,499,900.00	$ 48,100.00	$ 3,548,000.00	365
Workman Commercial Construction Services-Houston	$ 3,538,000.00	$ 50,000.00	$ 3,588,000.00	305
Comanche Contractors-Houston	$ 3,572,000.00	$ 63,000.00	$ 3,635,000.00	300
R Hassell Builders, Inc.-Houston	$ 3,600,000.00	$ 44,000.00	$ 3,644,000.00	365
JC Stonewall Constructors-Houston	$ 3,698,000.00	$ 46,000.00	$ 3,744,000.00	365
David E Harvey Builders, Inc.-Houston	$ 3,725,000.00	$ 40,800.00	$ 3,765,800.00	240

30A41

Vendor Information

Crain Zamora, L.L.C
Legal Name of Contracting Company

Federal ID Number: [redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-436-8727
Telephone Number

713-436-8730
Facsimile Number

2635 Miller Ranch Road, Pearland, Texas 77584
Complete Mailing Address (for Correspondence)

Same
Complete Remittance Address (if different from above)

Same
City, State and Zip Code

Brad Crain, President
Authorized Representative and Title (printed)

brad@crainzamora.com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder:

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department **TWO (2) complete** bid forms. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Addendums: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms Debbie Kaminski, County Assistant Purchasing Agent, 4520 Reading Road, Suite A, Rosenberg, Texas 77471, phone number (281) 341-8643, fax number (281) 341-8645, e-mail: kaminskd@co.fort-bend.tx.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be mailed by certified mail, return receipt requested, to all prospective bidders. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign and include it in the returned bid package.

1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.

Initials of Bidder: _____

1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidders Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the Fort Bend County Purchasing Agent.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.12 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

Initials of Bidder: 

1.14 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

1.15 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.

1.16 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete construction of Missouri City Annex, hereinafter referred to as the "Project," as specified herein.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Thursday, February 12, 2009** at **10:00 AM.** The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Rosenberg Annex at 4520 Reading Road, Suite A, Rosenberg, Texas. All bidders are encouraged to attend.

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4.0 LIQUIDATED DAMAGES:

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of Three Hundred Dollars ($300.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

5.0 COMPLETION TIME AND PAYMENT:

5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.

5.2 Based upon Applications for payment submitted to the Facilities Department, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.

5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

5.2.2 Provided an application for payment is received by the Facilities Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the Facilities Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Facilities Department receives the application for payment.

5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:

5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

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5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine for incomplete work and unsettled claims.

5.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.

5.3 Before the first application for payment, the Contractor shall submit to the Facilities Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Facilities Department may require. This schedule, unless objected to by the Facilities Department shall be used as a basis for reviewing the Contractor's application for payment.

5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.

5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

6.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing

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this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes enuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

7.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

8.0 PERFORMANCE AND PAYMENT BONDS:

In the event the total accepted bid price exceeds $25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

9.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

10.0 INSURANCE:

10.1 All bidders must submit, **WITH BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

10.2 The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to Fort Bend County, naming Fort Bend County, the Contractor and its employees as insured:

Initials of Bidder: _____

10.2.1 Workers Compensation: See Section 12.0.

10.2.2 Employer's Liability: $500,000

10.2.3 General liability including:

10.2.3.1	Premises/Operations
10.2.3.2	Products/Completed Operation
10.2.3.3	Contractual
10.2.3.4	Owner's Protective
10.2.3.5	Personal Injury/Advertising Liability
10.2.3.6	Mobile Equipment

10.2.4 General liability limits shall be equal to or greater than:

10.2.4.1	$100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,
10.2.4.2	$500,000 Bodily Injury and Property Damage combined, single limit.
10.2.4.3	Specify annual aggregate, if any. The minimum available annual aggregate for the purposes of this Contract shall be $1,000,000. Claims - made polices shall not be acceptable. All policies shall be occurrence basis.

10.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

10.2.5.1	$100,000 Bodily Injury per person. $300,000 Bodily Injury per occurrence. $100,000 Property Damage per occurrence; or,
10.2.5.2	$500,000 Bodily Injury and Property Damage combined, single limit.

10.2.6. Excess Liability Coverage shall be greater than or equal to $1,000,000 combined, single limit. Specify aggregate, if any.

10.3 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

10.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

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10.5 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

11.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold Fort Bend County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Contract.

11.1 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter covered by this paragraph and by paragraph 11.2 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.

11.2 Fort Bend County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, Fort Bend County shall fully cooperate with Contractor in its defense of each such matter.

11.3 Contractor's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, Fort Bend County shall promptly reimburse Contractor for its costs of defense.

11.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by Fort Bend County, Fort Bend County shall have the obligation to participate in the defense of the matter through separate counsel.

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11.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to Fort Bend County or and shall not involve or require any payments or contributions by Fort Bend County.

11.7 In the event of any final judicial determination or award of any matter covered by this section Fort Bend County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by Fort Bend County.

11.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the manner provided for and to the extend described above, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.

11.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.

11.10 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

11.11 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

12.0 WORKERS COMPENSATION INSURANCE:

The Texas Department of Insurance, Division of Workers' Compensation has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project. The DWC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project. Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors. Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance with DWC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive. According to DWC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, Fort Bend County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law. Additional questions may be addressed to

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the Texas Department of Insurance, Division of Workers' Compensation, 333 Guadalupe, Austin, Texas 78701 (512) 463-6169.

12.1 Definitions:

12.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

12.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

12.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

12.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

12.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

12.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

12.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

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12.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

12.5.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

12.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

12.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

12.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

12.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

12.9.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

12.9.2 Provide the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

12.9.3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

12.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

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12.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

12.9.4.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

12.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

12.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and

12.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

12.10 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

12.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

13.0 PREVAILING WAGES:

Prevailing wage requirements of Chapter 2258, Government Code, apply.

14.0 PERMITS:

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

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15.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

15.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

15.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

15.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

15.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

15.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

15.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

15.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

15.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County.

15.3 Standards for Review and Approval.

15.3.1 Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change

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order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

15.3.2 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

15.3.3 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

15.3.4 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction thereover. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

15.4 Changes.

15.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

15.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such

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notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

15.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

15.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

15.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.

Initials of Bidder: _____

15.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.

15.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.

15.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.

15.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.

15.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.

Initials of Bidder: _____

15.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

15.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.

15.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible

Initials of Bidder: _____

for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.

15.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.

15.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

16.0 TERMINATION:

16.1 Fort Bend County may terminate the Contract if the Contractor:

16.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

16.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.

16.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.

16.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

16.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

Initials of Bidder: _____

16.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

16.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.

16.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.

16.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

17.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

17.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.

17.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

18.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

18.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.

18.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

18.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

18.2.2 That an equitable adjustment is made or denied under another provision of this Contract.

18.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

Initials of Bidder: _____

19.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

20.0 NOTICE

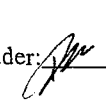
20.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Facilities Department, 1402 Band Road, Rosenberg, Texas 77471, Attention: Don Brady, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

20.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

21.0 RECORDS:

21.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.

21.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

Initials of Bidder: 

22.0 SUCCESSORS AND ASSIGNS:

22.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

22.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.

22.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

23.0 PUBLIC CONTACT:

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

24.0 MODIFICATIONS:

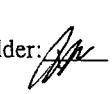
This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by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

25.0 SILENCE OF SPECIFICATIONS:

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

26.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications 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 these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Initials of Bidder: 

27.0 GOVERNING FORMS:

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

28.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

29.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

30.0 APPLICABLE LAW AND VENUE

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, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

31.0 ENCLOSURES:

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Enclosure #1 – Specifications and Plans.

Initials of Bidder _____

AS PER ORIGINAL

32.0 BID PRICE:

Total lump sum bid price necessary to complete Project, as described herein:

$ 3,230,000.00 3,206,000.00 /3

~~Three Million Two Hundred Thirty Thousand Dollars~~ ZERO CENTS Dollars

(Amount written in words (this governs)

Three Million Two Hundred Six Thousand Dollars

For Administrative purposes, the above stated bid price is separated into the following components:

Materials: $ ~~1,938,000.00~~ 1,923,600.00

Labor: $ 1,282,400.00

33.0 ALTERNATE:

Alternate 1: Emergency Generator and Screen Wall

This alternate shall establish the amount to be added to the base proposal for the contractor to provide materials and labor to add the Emergency Generator and Screen wall. Refer to drawing detail 12/A1.01 and division 3 specifications sections and notes on the structural drawings for concrete footing and foundation, Section 04200, unit masonry for concrete unit masonry (CMU) and face brick, and Section 04271, case stone for materials and installation requirements.

$ 49,000 **/amount to be added to base bid**

34.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within** 255 **calendar days (maximum of 365 calendar days)** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Facilities Department.

Initials of Bidder: JM

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 17th day of March, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and

Crain Zamora (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Construction of Missouri City Annex** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 17th day of March 2009.

Fort Bend County, Texas

By: _____ 3/25/09
County Judge

By: _____
Signature of Contractor

By: Brad Crain, President
Printed Name and Title

SUPPLEMENT TO BID 09-041

35.0 INDEPENDENT CONTRACTOR AND FIDUCIARY ROLE.

Contractor shall be an independent contractor and any provisions of this Agreement that may appear to give Fort Bend County or Fort Bend County's Representative the right to direct Contractor as to the details of the manner of doing the Work shall be deemed to mean that Contractor shall follow the desires of Fort Bend County or Fort Bend County's Representative in the results of the Work only and not in the means whereby the Work is to be accomplished. Contractor shall be responsible as to the details of doing the Work. Neither the agents, representatives, nor employees of Contractor and its subcontractors shall be deemed to be the agents, representatives, or employees of Fort Bend County. Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and shall, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Work. Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. Contractor shall furnish construction administration and management services and use Contractor's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

36.0 CONTRACTOR ON-SITE

Contractor shall provide, during construction, continuous on-site construction observation, to familiarize itself with the progress and quality of the completed work, and to determine if the work is proceeding in such a way as when it is complete it will be in accordance with the Contract Documents. Field Reports shall be prepared and submitted by Contractor at the duration requested by Fort Bend County's Representative. Contractor shall submit a report which shall constitute a representation by Contractor to Fort Bend County, based on observations at the site that to the best of Contractor's knowledge, information and belief, the quality of the completed work is in accordance with the Contract Documents.

37.0 DEFECTS

37.1 "Defect" – Work that, for any reason in the opinion of the Owner and/or the Architect, is not in conformance with the requirements of the Contract Documents.

37.2 Contractor shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard Fort Bend County against Defects and deficiencies in the completed work of any trade contractors. Contractor shall be responsible for the construction means, methods, techniques, sequences of procedures, and for the safety precautions and programs employed in connection with the Work. However, Contractor will promptly inform Fort Bend County's Representative in writing whenever Defects and deficiencies in the completed Work are observed and whenever any Defects or discrepancies are observed within the Contract Documents, or when any observed actions or omissions are undertaken by the trade contractors that are not in the best interest of Fort Bend County and the Project.

37.3 Supervision of Warranty Work. Contractor shall, without any compensation in addition to the total lump sum bid price as included in Section 32.0 herein, coordinate and supervise the completion of the corrective Work in the manner required for the original Work as a result of a Defect in the Work or the failure of the Work or the Project.

37.4 WORKMANSHIP. Contractor guarantees that the Work will be free from any Defect in the workmanship of Contractor or any subcontractor or other party engaged by Contractor in connection with the Work. Contractor will promptly correct at no cost to Fort Bend County, any Defect in or damage to the Work or any part thereof arising or resulting, directly or indirectly, from any Defect in the workmanship of Contractor (or its subcontractors or suppliers) and Contractor shall itself correct or, as deemed feasible by Fort Bend County, have another correct any such Defect where such is attributable to any subcontractor or other party engaged by Contractor in connection with the Work.

This Supplement is incorporated into Bid 09-041 for all purposes.

APPROVED:

CRAIN ZAMORA, LLC ("Contractor")

By: _____

Date: 3.19.09

FORT BEND COUNTY, TEXAS

By: _____
ROBERT E. HEBERT,
County Judge

Date: 3/24/09

FAXED 2/24

COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

February 24, 2009

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 09-041 – Construction of Missouri City Annex

Please Note: Addendum No. 2, was sent via-e-mail on February 24, 2009, and contained the following documents:

1. **B09-041.Addendum 2 HSS - E-1-0 - Schedules, Symbols, Legends Layout1 (1) (1 page);**
2. **B09-041.Addendum 2 HSS - E-1-1 - One Line Layout1 (1) (1 page);**
3. **B09-041.Addendum 2 HSS - E-1-3 - Panel Schedule Layout1 (1) (1 page);**
4. **B09-041.Addendum 2 HSS - E-1-5 - Details & Diagrams Layout 1 (1) (1 page);**
5. **B09-041.Addendum 2 HSS - E-2-1 - 1st Floor Plan - Power Layout1 (1) (1 page);**
6. **B09-041.Addendum 2 HSS - E-2-2 - 2nd Floor Plan - Power Layout1 (1) (1 page);**
7. **B09-041.Addendum 2 HSS - E-2-4 - 1st Floor Plan - Equipment Layout1 (1) (1 page);**
8. **B09-041.Addendum 2 HSS - EP-1-0 - Site Plan Layout1 (1) (1 page);**
9. **B09-041.Addendum 2 HSS - P2-1 - 1st Floor Plan - Sanitary Waste and Vent Piping Layout1 (1) (1 page);**
10. **B09-041.Addendum 2 HSS - P2-2 - 2nd Floor Plan - Sanitary Waste and Vent Piping Layout1 (1) (1 page);**
11. **B09-041.Addendum 2 HSS - P3-2 - 2nd Floor Plan - Domestic Cold and Hot Water Piping Layout1 (1) (1 page);**
12. **B09-041.Addendum 2 HSS - P4-2 - Domestic Cold and Hot Water Piping - Riser Diagrams Layout1 (1) (1 page);**
13. **B09-041.Addendum 2 SK-01 to 16 (16 pages);**
14. **B09-041.Addendum 2 SK-17 to 37 (21 pages);**
15. **B09-041.Addendum 2 Specs (19 pages); and**
16. **B09-041.Addendum 2 Write Up (5 pages).**

****

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

GRAIN ZAMORA
Company Name

Signature of person receiving addendum — 2/24/09 Date

If you have any questions please contact this office.

Debbie Kaminski, CPPB
Assistant County Purchasing Agent

FAXED

COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

February 24, 2009

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 09-041 – Construction of Missouri City Annex

Please Note: Addendum No. 3, was sent via-e-mail on February 24, 2009, and contained the following documents:

1. **B09-041.Construct Mo City Annex.Addendum 3** (9 pages).

****

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

CRAIN ZAMORA
Company Name

Signature of person receiving addendum

2/24/09
Date

If you have any questions please contact this office.

Debbie Kaminski
Debbie Kaminski, CPPB
Assistant County Purchasing Agent

FAXED 2-24

COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

February 24, 2009

TO: All Prospective Bidders

RE: Addendum No. 4 – Fort Bend County Bid 09-041 – Construction of Missouri City Annex

Please replace cover page with amended cover page. NOTE: the bid opening date has been extended to March 5, 2009.

****

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Crain Zamora
Company Name

[signature] 2-24-09
Signature of person receiving addendum Date

If you have any questions please contact this office.

[signature]
Debbie Kaminski, CPPB
Assistant County Purchasing Agent

COUNTY PURCHASING AGENT

Fort Bend County, Texas

FAXED 3:33

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

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

March 3, 2009

TO: All Prospective Bidders

RE: Addendum No. 5 – Fort Bend County Bid 09-041 – Construction of Missouri City Annex

Please see attached Addendum No. 5.

****

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Craig Zamora
Company Name

Signature of person receiving addendum — Date: 3-3-09

If you have any questions please contact this office.

Debbie Kaminski

Debbie Kaminski, CPPB
Assistant County Purchasing Agent

FAXED 3-4

COUNTY PURCHASING AGENT

Fort Bend County, Texas

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

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

March 4, 2009

TO: All Prospective Bidders

RE: Addendum No. 6 – Fort Bend County Bid 09-041 – Construction of Missouri City Annex

Please see attached Addendum No. 6.

****

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

CRAIN ZAMORA
Company Name

Signature of person receiving addendum — Date: 3/4/09

If you have any questions please contact this office.

Debbie Kaminski

Debbie Kaminski, CPPB
Assistant County Purchasing Agent

Crain Zamora

CRAIN ZAMORA, L.L.C. REFRENCES

Techemet
6025 Genoa Red Bluff
Pasadena, Texas 77507

Mark Ward
Techemet Real Estate
6025 Genoa Red Bluff
Pasadena, Texas 77507
281-991-8300

UTKA
12511 Emily Court
Sugar Land, Texas 77478

Mark Shephard
SCA Consulting Engineers
12511 Emily Court
Sugar Land, Texas 77478
713-779-7252

Fort Bend County Police Academy
Fort Bend County Precinct I Facility
Fort Bend County Precinct III Facility
Fort Bend County Fire Marshal & EMS Facility
Fort Bend County Tax Assessor Collector Facility

Don Brady
Fort Bend County Facilities &
Managing Department
1402 Band Road, Suite 100
Rosenberg, Texas 77471
281-633-7018

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/24/2009

PRODUCER (281)890-9294 FAX (281)890-2229
Southern American Insurance Agency, Inc.
8203 Willow Place South, Suite 500
Houston, TX 77070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Crain Zamora, LLC
2635 Miller Ranch Road
Pearland, TX 77584

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Co of Reading PA	20427
INSURER B: Continental Insurance Co	35289
INSURER C: Continental Casualty Co	20443
INSURER D: Underwriters at Lloyd's London	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	2088860450	03/07/2008	03/07/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Coll Ded $1,000 X Comp Ded $1,000	2088860402	03/07/2008	03/07/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE X RETENTION $ 10,000	2088860352	03/07/2008	03/07/2009	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D		OTHER Professional Liability	B0895FG700125H002	04/04/2008	04/04/2009	Each Claim: $1,000,000 Aggregate: $1,000,000	

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

Re: Missouri City Annex
Fort Bend County is Additional Insured on general liab, auto liab & umbrella liab when required by written contract.

Certificates are Subject to Policy Terms, Conditions & Exclusions

CERTIFICATE HOLDER

Fort Bend County
ADDRESS PENDING

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Southern American Ins. Agcy. C.A. McClure

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/05/2009

PRODUCER (281)890-9294 FAX (281)890-2229
Southern American Insurance Agency, Inc.
8203 Willow Place South, Suite 500
Houston, TX 77070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Crain Zamora, LLC
2635 Miller Ranch Road
Pearland, TX 77584

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Co of Reading PA	20427
INSURER B: Trnsportation Ins Co	20494
INSURER C: Continental Casualty Co	20443
INSURER D: Underwriters at Lloyd's London	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR X Contractual X Mobile Equipment GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	2088860450	03/07/2009	03/07/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Coll Ded $1,000 X Comp Ded $1,000	2088860402	03/07/2009	03/07/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE X RETENTION $ 10,000	2088860352	03/07/2009	03/07/2010	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D		OTHER Professional Liability	B0895FG700125H002	04/04/2008	04/04/2009	Each Claim: $1,000,000 Aggregate: $1,000,000	

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

Re: Missouri City Annex

Fort Bend County is Additional Insured on general liability, auto liability & umbrella liability when required by written contract.

Certificates are Subject to Policy Terms, Conditions & Exclusions

CERTIFICATE HOLDER

Fort Bend County
4520 Reading Road, Ste A
Rosenberg, TX 77471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Southern American Ins. Agcy. C.A. McClure

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 12/05/2008

PRODUCER
JOHN L. WORTHAM & SON, L.P.
P.O. BOX 1388
HOUSTON, TEXAS 77251-1388

075684-44-227 cjr - mwimmer

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
HR&P SOLUTIONS, INC.
ATTN: MIKE HOLLEY
14550 TORREY CHASE, SUITE 100
HOUSTON, TX 77014

INSURER A: Texas Mutual Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	☐ ☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO				BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001100653	10/01/2008	10/01/2009	✓ WC STATU-TORY LIMITS ☐ OTH-ER	$
					E.L. EACH ACCIDENT	$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
HR&P Client: Crain Zamora, LLC
Waiver of Subrogation is provided when required by written contract.

CERTIFICATE HOLDER ☐ ADDITIONAL INSURED; INSURER LETTER: ___

CANCELLATION (SEE BELOW & PAGE 2)

Crain Zamora, LLC
Attn: Brad Crain
2635 Miller Ranch Rd
Pearland,TX 77546

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
John L. Wortham & Son, L.P.

ACORD CORPORATION 1988

IMPORTANT

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DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

CANCELLATION NOTICE

The CANCELLATION NOTICE on the CERTIFICATE OF INSURANCE is amended to include the following wording: The Insurance Companies may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Named Insured for: (1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

ADDITIONAL INSURED DISCLAIMER

Coverage for Additional Insureds can vary significantly from policy to policy and thus Additional Insured status does not guarantee protection for all losses. Coverage is subject to actual policy terms and conditions.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Crain Zamora, L.L.C.** as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America** a corporation duly organized under the laws of the State of **Connecticut** as Surety, hereinafter called the Surety, are held and firmly bound unto

Fort Bend County

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid**

Dollars ($ **5% of G.A.B.**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Construction of Missouri City Annex for Fort Bend County

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **5th** day of **March, 2009**.

Susan maignand *(Witness)*

Crain Zamora, L.L.C. *(Principal)* *(Seal)*

PRESIDENT *(Title)*

Stacy Owens *(Witness)*

First National Insurance Company of America *(Surety)* *(Seal)*

Kenneth L. Meyer *(Title) Attorney-In-Fact*

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

ST PAUL TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215018 **Certificate No.** 000314065

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, and Michelle Ulery

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their 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.

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of March, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 13th day of March, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2006.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-9-05 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 20 09.

Kori M. Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Travelers

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3000
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

Fort Bend County Tabulation
Bid 09-053
Term Contract for Purchase of Equipment Filters

Term: April 1, 2009 through March 31, 2010

Recommendation: XL Parts

Company	Percentage Off List
XL Parts-Houston	50% Baldwin
Davis Bros Auto Supply-Rosenberg	46% Car Quest
Russell & Smith Ford-Houston	43% Baldwin
Johnson Controls-Houston	Vendor withdrew bid

3681

MIGRATION FROM ORACLE TO SQL SERVER 2005

SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron"), and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide the licenses, products, and services described in Statement of Work TX022509FBC dated February 25, 2009, attached hereto as Exhibit A.

2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: March 6, 2009

Manatron, Inc.:

By: _____

Name: GREG EFFREIN

Title: VP, RECORDS MGMT

Fort Bend County:

County Judge for Fort Bend County, TX

By: _____

Name: Robert Hebert

March 17, 2009

County Clerk for Fort Bend County,

By: _____

Name: Dianne Wilson

3-26-09 2 origs. rec. to Cheryl at Purchasing

RSL 3/27/09

AUDITOR'S CERTIFICATE 35957.00

I hereby certify that funds are available in the amount of $ 35,957.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant, County Auditor

EXHIBIT A

MANATRON

Dianne Wilson
Fort Bend County Clerk
301 Jackson St
Richmond TX 77469

February 25, 2009

RE: Migration from Oracle to SQL Server 2005

Dear Dianne,

Thank you for giving Manatron the opportunity to offer this proposal for assisting the County with migrating from Oracle to Microsoft SQL Server 2005. Attached is the Statement of Work with pricing and space for your signature.

This offer is valid for 90 calendar days. Work scheduling will commence upon receipt of the below customer acceptance signed by yourself or a duly authorized representative of Fort Bend County.

Services:

Database Migration Services from Software Development	$21,200.00
Database Migration Services from Engineering Services / DBA	$11,557.00
Project Management and Team Project Meetings	$ 3,200.00
Total Cost:	**$35,957.00**

Migration to SQL Server 2005 is to be provided under Change Order TX022509FBC to the Manatron Records Management Annual Software License and Maintenance Supplemental Agreement. Fort Bend County will purchase the SQL Server 2005 database license separately. There is no impact on current maintenance pricing.

Sincerely,

John Rickerby

Statement of Work - Description of Services

Migration of Production Database from Oracle to SQL Server 2005.

Purpose:

Fort Bend County would like to move from their current Oracle database to SQLServer 2005.

Solution:

Fort Bend County responsibilities include the following:

1. Provide Intel based server and sufficient storage space for SQL data migration.
2. Participate in all Project Meetings and provide any required information or documentation for database migration.
3. Provide remote system access to Manatron Development and DBA groups for set-up, configuration, testing, and migration of Anthem data.
4. Provide technical support and assistance to Manatron Development and DBA groups for set-up, configuration, testing, and migration of Anthem data.
5. Review, test, and approve Anthem data and high level functionality in the new SQLServer database.
6. Assist with configuration of all client workstations for use of the new SQL Server production instance
7. Confirm operation of any non-Manatron software or interfaces.

Manatron Responsibilities include the following:

1. Provide a project schedule
2. Establish a meeting plan, schedule and participate in project meetings with the County
3. Install SQLServer 2005
4. Migrate production data to SQLServer database.
5. Configure Anthem, Public Access, Export, Courts, AgendaLink, aiIndex and aiRedact interfaces to work with the new SQLServer database without any loss of functionality.
6. Perform configuration of all client workstations for use of the new SQL Server production instance.
7. Perform basic remote operational testing.
8. Provide on-site presence for "go-live" at the new location to help troubleshoot and resolve any issues arising from the above listed Manatron responsibilities.

Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope and pricing of this change order.

1. The above listed County responsibilities to be met prior to Manatron arrival. Any delays or failures to meet those listed could result in subsequent delays by Manatron or require additional services not included in this quote.
2. The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware as well as the protection of wiring from any damage. This includes environments for test, training, and production support.
3. Future technology refreshes for the County have not been included in the scope of this project. Technology refreshes include future hardware upgrades or replacement of equipment. No hardware purchases are included in the scope of this project.
4. All Anthem functionality and all data/images will be moved 'as-is.' This project does not include services for changes to the Anthem functionality or any data cleansing.

Acceptance Criteria:

1. Manatron has migrated the production database from Oracle to SQL Server 2005.
2. Manatron has conducted operational testing and there are no unresolved Critical issues with the new database.
3. County has conducted functional (user acceptance) testing and there are no unresolved critical issues with the new database.

Change Management Process:

This Statement of Work is offered and priced within the express scope of the Manatron suggested solution and acceptance criteria (above). The County may propose changes in the requirements, services, or deliverables. To propose a change, the County will provide Manatron with a request that describes the proposed changes. Manatron will provide a written response to this request.

Additional services rendered by Manatron at the request of the County (e.g., to expand the scope of functionality of a deliverable beyond what is described in this document) will be billed to the County at Manatron's standard rates hourly rate. (minimum of one hour):

Acceptance and Billing Milestones:

Milestone 1 (Attachment 1) – Project Kick-Off Meeting (25 % of the contract value): $8,989

Milestone 2 (Attachment 2) – Set-up of conversion instance and data migration (50% of the contract value): $17,979

Milestone 3 (Attachment 3) – Go-Live Authorization (25% of the contract value) $8,989

These documents contain proprietary confidential information and trade secrets of Manatron, Inc. No part of these documents should be (a) reproduced; (b) published in any form by any means, electronic or mechanical, including photocopy or information storage or retrieval system; or (c) disclosed to any third party, except for the sole purpose of evaluating the documentation, without the express prior written authorization of Manatron, Inc., subject to the requirements of the Texas Public Information Act.

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Agreed and Accepted:

SIGNATURES

We, the undersigned, accept this document as a stable work product to be used in the delivery of project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This Statement of Work will confirm your request for services as outlined and at the priced indicated. This will be an Addendum to your existing Agreements with Manatron, and all the terms and conditions of that Agreement will pertain.

County:		**Manatron:**
Name:	Fort Bend County	Manatron, Inc.
Address:	301 Jackson Street Richmond, TX 77469	1807 Braker Ln, Ste.400 Austin, TX 78728
Phone:	(281) 342-3411	(866) 917-4354
By:		By:
Printed Name:	Robert Hebert	Printed Name: GREG EFFREIN
Title:	County Judge	Title: VP, RECORDS MGMT
Date:	March 17, 2009	Date: 3/6/09

Approved by: John Hansen

Director of Risk Management

This agreement is not effective until executed by all parties.

ATTACHMENT 1: Acceptance Form – Billing Milestone 1 Project Kick-Off

Purpose

The purpose of the Acceptance Form is for the Client to confirm work is complete as detailed below.

Outputs

1. Project Kick-Off meeting has been completed
2. County has reviewed and approved the project schedule

I, the undersigned, agree that work (Milestone 1) is complete and that under the conditions of the Statement of Work and this agreement, that the County will be billed **$8,989.00** upon signing this acceptance.

County:		**Manatron:**
Name:	Fort Bend County	Manatron, Inc.
Address:	301 Jackson Richmond, TX 77469	1807 Braker Ln, Ste.400 Austin, TX 78728
Phone:	(281)-342-3411	(866) 917-4354
By:	_____	By: _____
Printed Name:	_____	Printed Name: _____
Title:	_____	Title: _____
Date:	_____	Date: _____

ATTACHMENT 2: Acceptance Form – Billing Milestone 2
Set-up and Data Conversion

Purpose

The purpose of the Acceptance Form is for the Client to confirm work is complete as detailed below.

Outputs

1. Manatron has purchased and installed SQL Server 2005.
2. Manatron has created a new SQL Server 2005 production instance with a subset of production data.
3. Manatron has configured Anthem, Public Access, Export, Courts and the aiIndex and aiRedact interfaces to the work with the new SQL Server database without any loss of functionality.
4. Manatron has completed basic operational testing of Anthem, Public Access, Export, Courts and the aiIndex and aiRedact interfaces with the new SQL Server database.
5. Manatron has authorized the County to begin user acceptance testing and data review.

I, the undersigned, agree that work (Milestone 2) is complete and that under the conditions of the Statement of Work and this agreement, that the County will be billed **$17,979.00** upon signing this acceptance.

County:		**Manatron:**
Name:	Fort Bend County	Manatron, Inc.
Address:	301 Jackson Richmond, TX 77469	1807 Braker Ln, Ste.400 Austin, TX 78728
Phone:	(281) 342-3411	(866) 917-4354
By:	_____	By: _____
Printed Name:	_____	Printed Name: _____
Title:	_____	Title: _____
Date:	_____	Date: _____

ATTACHMENT 3: Acceptance Form – Billing Milestone 3
Go-Live Authorization

Purpose

The purpose of the Acceptance Form is for the Client to confirm work is complete as detailed in this Statement of Work. This is the final acceptance form, and project is deemed complete.

Outputs

1. Manatron has migrated all production data to the new SQL Server production instance.
2. County has completed user acceptance testing for Anthem, Public Access, Export, Courts and the aiIndex and aiRedact interfaces without any loss of functionality. There are no unresolved critical issues (Severity 1 or 2).
3. County has completed the review of the converted data. There are no unresolved critical issues (Severity 1 or 2).
4. All client workstations have been configured for use of the new SQL Server production instance.
5. County authorizes Manatron to go-live with the new SQL Server production instance.
6. There are no (severity 1 or 2) critical issues related to implementation and within the scope of the solution.
7. Manatron has scheduled a project wrap-up meeting

I, the undersigned, agree that work (Milestone 3) is complete and that under the conditions of the Statement of Work and this agreement, that the County will be billed **$8,989.00** upon signing this acceptance.

County:		**Manatron:**
Name:	Fort Bend County	Manatron, Inc.
Address:	301 Jackson Richmond, TX 77469	1807 Braker Ln, Ste.400 Austin, TX 78728
Phone:	(281) 342-3411	866-917-4354
By:	_____	By: _____
Printed Name:	_____	Printed Name: _____
Title:	_____	Title: _____
Date:	_____	Date: _____

RECORDED ON 3-22-04
IN THE COMMISSIONER COURT
MINUTES OF 3-17-04

THEHARDINGGROUP
THE NEXT STEP IN IT

1250 East Copeland Road, Suite 800
Arlington TX 76011
(817) 461-3393 -- Fax (817) 461-3394

Xiotech Magnitude 3D 4000e with iSCSI, 19.2TB Raw, 15TB Usable FC Drives, 2 Cisco Switches, 10 HBAs, Installation, Shipping.

QUOTE

TO: **County Fort Bend County**
ATTN: Charles King
TEL: (713) 213-7949
EMAIL: kingcd@co-fort-bend.tx.us

Quote Date: 3/6/2009
Quote #: 39878.4136

*** TX-DIR Pricing - Contract #DIR-SSD-252 ***

This Quotation valid for 30 days from Quote Date listed above.

Qty	Item	Part Number	Description	List Price	Unit Pricing	Extension
System						
	System - 4000 - e					
1	**Magnitude 3D 4000e Hardware Package w/Storage Bay IV**	800767-000	Magnitude 3D 4000e Cluster Hardware Package includes 1 ICON appliance, 2 Model 4000e DCNs, 4 Dual-port Fibre Channel interface cards, 1 Storage Bay IV bays, 4 host port activation. Requires DataScale Platform Manager Level 2	$28,688.00	$14,344.00	$14,344.00
Connectivity						
	Connectivity - Magnitude 3D					
1	**iSCSI Upgrade Package for Magnitude 3D s or e System**	800661-000	iSCSI Upgrade Package includes 2 Dual-port iSCSI interface cards for Magnitude 3D s or Magnitude 3D e systems (Installation into Magnitude 3D s class system requires available, unused host interface card slot per DCN.)	$6,667.00	$3,333.50	$3,333.50
	Connectivity - Cables					
12	**Cable - 2m LC Duplex/LC Duplex Fiber Optic Patch Cord**	840056-005	Cable - 2m LC Duplex/LC Duplex Fiber Optic Patch Cord	$108.00	$65.00	$780.00
28	**Cable - 5m LC Duplex/LC Duplex Fiber Optic Patch Cord**	840056-000	Cable - 5m LC Duplex/LC Duplex Fiber Optic Patch Cord	$108.00	$65.00	$1,820.00
	Connectivity - Switches - Cisco					
32	**Cisco - 1/2/4 Gbps Fibre Channel SW SFP LC**	770943-000	Cisco - 1/2/4 Gbps Fibre Channel SW SFP LC	$130.00	$90.00	$2,880.00
4	**Cisco - AC Power Cord North America 110V 9020, 9120, 9124, 9134, 9140, 9216, 9222**	770246-000	Cisco - AC Power Cord North America 110V 9020, 9120, 9124, 9134, 9140, 9216, 9222			
2	**Cisco MDS 9124 24-Port Multilayer Fabric Switch, 8 4Gbps Active Ports (SFPs purchased separately)**	771017-000	Cisco MDS 9124 24-Port Multilayer Fabric Switch, 8 4Gbps Active Ports, VSANs, Fabric Mgr, PortChans (SFPs purchased separately)	$4,400.00	$2,900.00	$5,800.00
2	**Cisco MDS 9124 On Demand Port Activation License-Increments of 8 Ports (SFPs purchased separately)**	771020-000	Cisco MDS 9124 On Demand Port Activation License-Increments of 8 Ports (SFPs purchased separately)	$2,400.00	$1,600.00	$3,200.00
2	**Cisco Redundant Power Supply MDS 9124**	771021-000	Cisco Redundant Power Supply MDS 9124	$500.00	$333.00	$666.00
	Connectivity - HBA - QLogic					
10	**QLogic - QLA2462 4Gb 64-bit 266MHz PCI-X 2.0 dual port Server HBA**	770814-000	QLogic - QLA2462 4Gb 64-bit 266MHz PCI-X 2.0 dual port Server HBA	$2,100.00	$1,575.00	$15,750.00
Storage						
	Drives - Fibre - Economy					
3	**400GB Economy Enterprise Drive - 16 Pack (4Gbs, 10K RPM)**	800760-000	Qty. 16 - 400GB, 10,000 RPM, 4Gb Economy Enterprise Hard Drive	$20,421.00	$10,210.50	$30,631.50
	Bays - Fibre					
2	**Cluster Storage Bay IV for Magnitude 3D**	770916-000	Cluster Storage Bay IV for Magnitude 3D 3000 Systems	$6,000.00	$3,000.00	$6,000.00
Software						
	Software - Magnitude 3D - Economy					
1	**Datascale Capacity Manager Economy (20.4TB)**	800564-013	Datascale Capacity Manager Economy (20.4TB) : Provides dimensional virtualization	$28,185.00	$14,092.50	$14,092.50
	Software - Magnitude 3D - Features					
1	**TimeScale Geo-Replication for 3D 4000 and 3000 systems (1 Cluster License)**	210053-000	TimeScale Geo-Replication (1 Cluster License): Provides dynamic VDisk replication and management between Dimensional Storage Clusters that are distributed locally or across geographic locations.	$41,667.00	$20,833.50	$20,833.50
1	**DataScale Platform Manager (Level 2)**	800566-000	Provides support for system virtualization and management of Dimensional Storage Cluster components of a Magnitude 3D e-class systems. Provides support for system scaling including dual-controller, basic inter-controller failover, and e-class cluster scaling and management. Provides support for system performance, pathing and redundancy capabilities for e-class systems.	$8,333.00	$4,166.50	$4,166.50
1	**High Availability Bundle for Magnitude 3D 3x00 and 4000**	800763-000	High Availability Bundle for Magnitude 3D 4000 and 3000 systems includes enablement license for DataScale Copy and DataScale GeoRAID features.	$8,333.00	$4,166.50	$4,166.50
Professional Services						
	Professional Services - Installation					
1	**Data Migration: Magnitude to Magnitude 3D**	000103-002	A Statement of Work to be included with quote for reference. This charge is per Magnitude to be migrated plus a charge for each server being transferred to the other Magnitude 3D.	$8,333.00	$4,166.50	$4,166.50
9	**Data Migration: Reassign Server to Target**	000103-005	This service is part of either a Magnitude to Magnitude Data Migration or a Magnitude to Magnitude 3D Data Migration. One of these services must be purchased with this item.	$833.00	$416.50	$3,748.50
1	**Field Installation: Magnitude 3D e Class**	000210-000	A Statement of Work to be included with quote for reference.	$7,042.00	$3,521.00	$3,521.00
	Professional Services - Connectivity					
2	**Field Installation: Cisco 9020, 9120, 9124, 9134, or 9140**	000126-000	A Statement of Work to be included with quote for reference.	$3,617.00	$1,808.50	$3,617.00

Maintenance

	Maintenance - Magnitude 3D					
1	Magnitude 3D Software Standard Warranty (90 Days)	020130-201	Provides maintenance release, feature release, and phone support coverage for 90 days.			
1	Magnitude 3D Standard Warranty (1 Year, Next Business Day)	020130-001	Magnitude 3D Standard Hardware Warranty (1 Year, Next Business Day). Software coverage must be purchased separately.			
1	Magnitude 3D System Warranty Uplift from NBD to 4 Hour Response (available only in Support Zone 1 - period of 1 Year)	020130-011	Magnitude 3D System Hardware Warranty Uplift from NBD to 4 Hour Response (available only in Support Zone 1 - period of 1 Year). Software coverage must be purchased separately.	$1,674.00	$837.00	$837.00
1	Standard Magnitude 3D Software Maintenance - remainder of 1st Year	020131-011	Standard Magnitude 3D Software Maintenance - remainder of 1st Year	$8,512.00	$4,256.00	$4,256.00
	Maintenance – Cisco					
24	Cisco SMARTnet Onsite 24x7x4hrs MDS 9124, Monthly	771018-000	Cisco SMARTnet Onsite 24x7x4hrs MDS 9124, Monthly	$41.00	$41.00	$984.00
24	Cisco - Smartnet, 9124 On Demand Port Activation License-Increments of 8 Ports, Monthly	771103-000	Cisco - Smartnet, 9124 On Demand Port Activation License-Increments of 8 Ports, Monthly	$5.00	$5.00	$120.00

Spares & Other Hardware

	Other - Magnitude 3D					
2	Power Distribution Unit, 220V	800507-000	Power Distribution Unit, 220V			
4	Cisco - C14 Power Cord	770533-000	Cisco - C14 Power Cord for Fibre Channel Switch	$25.00	$25.00	$100.00

Total Investment $149,714.00

QSE v1.2 0508

THE HARDING GROUP
THE NEXT DIMENSION IT

1250 East Copeland Road, Suite 800
Arlington TX 76011
(817) 461-3393 -- Fax (817) 461-3394

QUOTE

Xiotech Magnitude 3D 4000e, with iSCSI, 6.4TB RAW, Installation, Shipping and 1 YR Warranty.

TO: **Fort Bend County**
ATTN: Charles King
TEL: (281) 341-4570
EMAIL: charles.king@co.fort-bend.tx.us

Quote Date: 2/24/2009
Quote #: 39868.9461

*** TX-DIR Pricing - Contract #DIR-SSD-252 ***

This Quotation valid for 30 days from Quote Date listed above.

Qty	Item	Part Number	Description	List Price	Unit Pricing	Extension
System						
	System - 4000 - e					
1	**Magnitude 3D 4000e Hardware Package w/Storage Bay IV**	800767-000	Magnitude 3D 4000e Cluster Hardware Package includes 1 ICON appliance, 2 Model 4000e DCNs, 4 Dual-port Fibre Channel interface cards, 1 Storage Bay IV bays, 4 host port activation. Requires DataScale Platform Manager Level 2	$28,688.00	$14,344.00	$14,344.00
Connectivity						
	Connectivity - Magnitude 3D					
1	**iSCSI Upgrade Package for Magnitude 3D s or e Class System**	800661-000	iSCSI Upgrade Package includes 2 Dual-port iSCSI Interface cards for Magnitude 3D s or Magnitude 3D e systems (Installation into Magnitude 3D s class system requires available, unused host interface card slot per DCN.)	$6,667.00	$3,333.50	$3,333.50
	Connectivity - Cables					
4	**Cable - 5' Ethernet Cable**	840133-000	Cable - 5' Ethernet Cable	$20.00	$10.00	$40.00
6	**Cable - 2m LC Duplex/LC Duplex Fiber Optic Patch Cord**	840056-005	Cable - 2m LC Duplex/LC Duplex Fiber Optic Patch Cord	$108.00	$65.00	$390.00
4	**Cable - 5m LC Duplex/LC Duplex Fiber Optic Patch Cord**	840056-000	Cable - 5m LC Duplex/LC Duplex Fiber Optic Patch Cord	$108.00	$65.00	$260.00
	Connectivity - Switches - Cisco					
8	**Cisco - 1/2/4 Gbps Fibre Channel SW SFP LC**	770943-000	Cisco - 1/2/4 Gbps Fibre Channel SW SFP LC	$130.00	$90.00	$720.00
2	**Cisco - AC Power Cord North America 110V 9020, 9120, 9124, 9134, 9140, 9216, 9222**	770246-000	Cisco - AC Power Cord North America 110V 9020, 9120, 9124, 9134, 9140, 9216, 9222			
1	**Cisco MDS 9124 24-Port Multilayer Fabric Switch, 8 4Gbps Active Ports, VSANs, Fabric Mgr, PortChans (SFPs purchased separately)**	771017-000	Cisco MDS 9124 24-Port Multilayer Fabric Switch, 8 4Gbps Active Ports, VSANs, Fabric Mgr, PortChans (SFPs purchased separately)	$4,400.00	$2,900.00	$2,900.00
1	**Cisco Redundant Power Supply MDS 9124**	771021-000	Cisco Redundant Power Supply MDS 9124	$500.00	$333.00	$333.00
Storage						
	Drives - Fibre - Economy					
1	**400GB Economy Enterprise Drive - 16 Pack (4Gbs, 10K RPM)**	800760-000	Qty. 16 - 400GB, 10,000 RPM, 4Gb Economy Enterprise Hard Drive	$20,421.00	$10,210.50	$10,210.50
Software						
	Software - Magnitude 3D - Economy					
1	**Datascale Capacity Manager Economy (6.0TB)**	800564-008	Datascale Capacity Manager Economy (6.0TB) :Provides dimensional virtualization	$9,493.00	$4,746.50	$4,746.50
	Software - Magnitude 3D - Features					
1	**DataScale Platform Manager (Level 2)**	800566-000	Provides support for system virtualization and management of Dimensional Storage Cluster components of a Magnitude 3D e-class systems. Provides support for system scaling including dual-controller, basic inter controller failover, and e class cluster scaling and management. Provides support for system performance, pathing and redundancy capabilities for e class systems	$8,333.00	$4,166.50	$4,166.50
1	**High Availability Bundle for Magnitude 3D 3x00 and 4000**	800763-000	High Availability Bundle for Magnitude 3D 4000 and 3000 systems includes enablement license for DataScale Copy and DataScale GeoRAID features	$8,333.00	$4,166.50	$4,166.50
Professional Services						
	Professional Services					
1	**Field Installation: Magnitude 3D e Class or i Class**	000210-000	A Statement of Work may be found at http://www.xiotech.com/PSM3Div001 and is included here by reference	$7,042.00	$3,521.00	$3,521.00
	Professional Services - Connectivity					
1	**Field Installation: Cisco 9020, 9120, 9124, 9134, or 9140**	000126-000	A Statement of Work may be found at http://www.xiotech.com/PSFCSiv001 and is included here by	$3,617.00	$1,808.50	$1,808.50

Maintenance

	Maintenance - Magnitude 3D					
1	**Magnitude 3D Software Standard Warranty (90 Days)**	020130-201	*Provides maintenance release, feature release, and phone support coverage for 90 days.*			
1	**Magnitude 3D Standard Warranty (1 Year, Next Business Day)**	020130-001	Magnitude 3D Standard Hardware Warranty (1 Year, Next Business Day). Software coverage must be purchased separately.			
1	**Magnitude 3D System Warranty Uplift from NBD to 4 Hour Response (available only in Support Zone 1 - period of 1 Year)**	020130-011	Magnitude 3D System Hardware Warranty Uplift from NBD to 4 Hour Response (available only in Support Zone 1 - period of 1 Year). Software coverage must be purchased separately.	$990.00	$495.00	$495.00
1	**Standard Magnitude 3D Software Maintenance - remainder of 1st Year**	020131-011	Standard Magnitude 3D Software Maintenance - remainder of 1st Year	$7,012.00	$3,506.00	$3,506.00
	Maintenance - Cisco					
12	**Cisco SMARTnet Onsite 24x7x4hrs MDS 9124, Monthly**	77018-000	Cisco SMARTnet Onsite 24x7x4hrs MDS 9124, Monthly	$41.00	$41.00	$492.00

Spares & Other Hardware

	Other - Magnitude 3D					
2	**Power Distribution Unit, 220V**	800507-000	Power Distribution Unit, 220V			
2	**Cisco - C14 Power Cord**	770533-000	Cisco - C14 Power Cord for Fibre Channel Switch	$25.00	$25.00	$50.00

Total Investment $55,483.00

QSE v1.7 0109

THE HARDING GROUP
THE NEXT STEP IN IT

QUOTE

1250 East Copeland Road, Suite 800
Arlington TX 76011
(817) 461-3393 -- Fax (817) 461-3394

Connectivity HW for Replication.

TO: **Fort Bend County**
ATTN: Charles King
TEL: (281) 341-4570
EMAIL: charles.king@co.fort-bend.tx.us

*** TX-DIR Pricing - Contract #DIR-SSD-252 ***

Quote Date: 2/24/2009
Quote #: 39868.9436

This Quotation valid for 30 days from Quote Date listed above

Qty	Item	Part Number	Description	List Price	Unit Pricing	Extension
Connectivity						
	Connectivity - Cables					
4	Cable - 2m LC Duplex/LC Duplex Fiber Optic Patch Cord	840056-005	Cable - 2m LC Duplex/LC Duplex Fiber Optic Patch Cord	$108.00	$65.00	$260.00
	Connectivity - Switches - Qlogic					
2	Qlogic - iSR6142 Router	800798-000	Qlogic iSR6142 Router includes base hardware with 2FC ports, 2 iSCSI ports, 16 FC Device License and Rack Kit	$14,175.00	$8,505.00	$17,010.00
Professional Services						
	Professional Services					
1	Block time: 8 hours	020002-000	Setup Replication of vDisks assigned to imaging server from Magnitude Classic to DR Target 4000e. Fixed Fee.	$3,333.00	$1,666.50	$1,666.50
	Professional Services - Connectivity					
2	Field Installation: Fibre Channel Switch	010004-000	A Statement of Work may be found at http://www.xiotech.com/PSFCSfv001 and is included here by	$2,917.00	$1,458.50	$2,917.00
Maintenance						
	Maintenance - Qlogic					
24	Qlogic - ISR6142 Router Support, 7x24 RTS; 4-Hr OS & Spares Response, 1 Month	771101-000	Qlogic - ISR6142 Router Support, 7x24 RTS, 4-Hr OS & Spares Response, 1 Month	$222.00	$133.00	$3,192.00
Total Investment						$25,045.50

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DELL

QUOTATION

QUOTE #: 477750986
Customer #: 1805735
Contract #: 48ABO
CustomerAgreement #: DIR-SDD-890-TX
Quote Date: 3/4/09
Date: 3/4/09 1:39:41 PM **Customer Name:** FORT BEND COUNTY AUDITOR/ MIS

TOTAL QUOTE AMOUNT:	$9,962.12		
Product Subtotal:	$9,962.12		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: $9,919.13	GROUP TOTAL: $9,919.13
Base Unit:		Quad Core Xeon X5460 Processor2x6MB Cache, 3.16GHz, 1333MHz FSB, PE2950 (223-4486)	
Processor:		Information,No Second Processor (311-1193)	
Memory:		6GB 667MHz (4X1GB+4X512KB) Dual/Single Ranked DIMMs (311-7933)	
Video Card:		LOM NICs are TOE Ready (430-2968)	
Video Memory:		Riser with 3 PCIe Slots for PowerEdge 2950 (320-4607)	
Hard Drive:		300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-4424)	
Hard Drive Controller:		PERC6i SAS RAID Controller, 2x4 Connectors, Int, PCIe, 256MB cache, x6 Bkpl (341-5734)	
Floppy Disk Drive:		No Floppy Drive for x6 Backplane (341-3685)	
Operating System:		Windows Server 2003 R2 Enterprise x64 Edition with SP2, Includes 25 CALs (420-7123)	
NIC:		Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)	
Modem:		Dell Remote Access Card, 5th Generation for PowerEdge Remote Management (313-3923)	
CD-ROM or DVD-ROM Drive:		Optical Drive Cable, SATA PE2950,PE1950 (313-6769)	
CD-ROM or DVD-ROM Drive:		DVD- ROM, SATA, Internal (313-6770)	
Sound Card:		Bezel for PE 2950 (313-3920)	
Speakers:		1x6 Backplane for 3.5-inch Hard Drives (311-7936)	
Cable:		5M MULTI-MODE FC CABLE LC-LC Tyco (310-5625)	
Documentation Diskette:		Electronic Documentation and OpenManage DVD Kit (310-7415)	
Additional Storage Products:		300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-4424)	
Controller Option:		Qlogic 2460 4GB Optical Fiber Channel HBA, PCI-E Card (341-4606)	
Feature		Integrated SAS/SATA RAID 1, PERC 6/i Integrated/SAS6/iR (341-5722)	
Feature		Universal Sliding Rapid/Versa Rails, Includes Cable Management Arm (310-7412)	
Service:		Dell Hardware Warranty Plus Onsite Service Inital YR (984-1399)	
Service:		Dell Hardware Warranty, Extended Year(s) (984-1417)	
Service:		Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (983-3934)	
Service:		ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 5 Year (983-4124)	
Service:		MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (989-9237)	
Service:		Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (987-2830)	

Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)
Installation:	On-Site Installation Declined (900-9997)
Misc:	Energy Smart Redundant Power Supply with Dual Cords (310-9909)
Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	Dell Single Channel ultra 320 SCSI PCIe Host Adapter (341-4584)
Misc:	40GB Microsoft OS Partition Override (420-6966)

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
External 4M SCSI Cable VHDCI/68 pin for ML6000 Customer Install (310-7401)	1	$42.99	$42.99

Number of S & A Items: 1	S&A Total Amount: $42.99

SALES REP:	Jennifer Shear	PHONE:	1-888-977-3355
Email Address:	Jennifer_Shear@dell.com	Phone Ext:	7247974

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at http://www.dell.com/qto.

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change. Taxes reflected on quotes are estimates and may vary from tax shown at invoicing based on the actual ship to address.

Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 1-888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com.*

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Dell has a 30 day return policy for new products purchased directly from Dell. Dell's Total Satisfaction Return Policy may be found at http://www.dell.com/us/en/hied/misc/policy_010_policy.htm.

Shipments to California: For certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: Refer to URL www.dell.com/environmentalfee.

 36C

SHI

Pricing Proposal
Quotation #: 3029329
Created On: Mar-03-2009
Valid Until: Mar-31-2009

Fort Bend County

Charles King
Phone:
Fax:
Email: charles.king@co.fort-bend.tx.us

Inside Sales Representative

Jeff DeModna
1250 Capital of Texas Hwy South
I-350
Austin, Tx 78746
Phone: 800- 870-6079
Fax: 512 732 0232
Email: Jeff_DeModna@gs.shi.com

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Regulatory Compliance module Proofpoint - Part#: PP-A-RG-305 **Note:** 3 years	1	$14,384.00	$14,384.00
2	Secure Messaging module Proofpoint - Part#: PP-A-SM-305 **Note:** 3 years	1	$40,938.00	$40,938.00
3	Appliance Extended Warranty - P800 Proofpoint - Part#: WARR P8 **Note:** 3 years	1	$4,500.00	$4,500.00
			Shipping	$0.00
			Total	$59,822.00

Additional Comments

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-294

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

36 D

Confidential

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

4520 Reading Road
Rosenberg TX 77471

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

TO: Each Member, Commissioners Court

FROM: Gilbert Jalomo

DATE: March 11, 2009

SUBJECT: Statement of Qualification 09-042 – Design/Build Four Story Parking Garage

On March 17, 2009 I will seek Commissioners Court approval to enter into contract negotiations with **Crain Zamora** for the above reference project. I've attached the evaluation results for the 24 firms responding to our solicitation. The top five firms were elevated to interviews which were completed today.

Please keep in mind that all submission documents are "confidential" until a final contract is accepted by Commissioners Court. If you have any questions, please contact me.

Design/Build Four Story Parking Garage SOQ # 09-042
2/27/2009-Final results post interviews

Crain Zamora	5	1.5	5	1.25	5	0.75	5	0.75	4.5	0.675	4.925
Anslow Bryan	5	1.5	5	1.25	4.5	0.675	5	0.75	4	0.6	4.775
JE Dunn/PGAL	4	1.2	5	1.25	4	0.6	5	0.75	5	0.75	4.55
Turner	4	1.2	5	1.25	4	0.6	5	0.75	5	0.75	4.55
SpawGlass	4	1.2	5	1.25	4	0.6	5	0.75	4.5	0.675	4.475
Gilbane	5	1.5	5	1.25	5	0.75	5	0.75	2	0.3	4.55
D.E. Harvey	5	1.5	4	1	4	0.6	4.5	0.675	5	0.75	4.525
Teal	5	1.5	4	1	4	0.6	4	0.6	5	0.75	4.45
Jordan Construction	5	1.5	4	1	4	0.6	4	0.6	4	0.6	4.3
Bass Construction	5	1.5	4	1	3	0.45	4	0.6	4	0.6	4.15
Brookstone	5	1.5	4	1	3	0.45	3	0.45	4	0.6	4
CSI Construction	4	1.2	4	1	2	0.3	4	0.6	4	0.6	3.7
Axiom	4	1.2	4	1	2	0.3	4	0.6	4	0.6	3.7
Rosenberger	4	1.2	3	0.75	3	0.45	4	0.6	4	0.6	3.6
EMJ	4	1.2	3	0.75	2	0.3	4	0.6	4	0.6	3.45
Tribble & Stephens	4	1.2	3	0.75	2	0.3	3	0.45	5	0.75	3.45
DPR	4	1.2	4	1	3	0.45	3	0.45	2	0.3	3.4
DuroTech	4	1.2	4	1	4	0.6	0	0	3	0.45	3.25
Manhattan, Walter P. Moor	3	0.9	4	1	3	0.45	0	0	4	0.6	2.95
Bartlett Cocke	4	1.2	5	1.25	3	0.45	0	0	0	0	2.9
Pepper-Lawson	3	0.9	3	0.75	3	0.45	5	0.75	0	0	2.85
Cadence McShane	3	0.9	4	1	4	0.6	2	0.3	0	0	2.8
Hardin	3	0.9	0	0	0	0	0	0	3	0.45	1.35
McAden Cumby Builders	2	0.6	2	0.5	0	0	1	0.15	0	0	1.25

Thomas R. Calvert

AS PER ORIGINAL

36 D

FM 90205

36E

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL MECHANICAL TESTING AND BALANCING SERVICES JAIL EXPANSION PROJECT – SOQ -09-040

THIS AGREEMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas, acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and SYSTEMS COMMISSIONING, INC., (hereinafter referred to as "Contractor,") authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor to provide professional mechanical testing and balancing services for the Fort Bend County Jail Expansion located in Fort Bend County, Texas, hereinafter referred to as the "Project," and perform certain professional services in connection with the Project; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I
SCOPE OF AGREEMENT

Contractor agrees to perform professional mechanical testing and balancing services in connection with the Project as stated herein and for having rendered such services, the County agrees to pay to Contractor compensation as stated herein.

SECTION II
CHARACTER AND EXTENT OF SERVICES

2.01 Contractor shall provide the services described in Exhibit A, Contractor's proposal dated March 6, 2009, including proposal options for Humidity Testing and Life Safety Testing, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.

2.02 Contractor agrees to complete the services called for in this section within ninety (90) calendar days from the date of this Agreement.

SECTION III
CONTRACTOR'S COMPENSATION

3.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VII, County shall pay to Contractor an amount not to exceed $161,235.00, including reimbursable expenses, if any.

3.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however,

3-26-09 3 origs. ret. to Cheryl at Purchasing

that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such statement.

SECTION IV
TERMINATION

4.01 County may terminate this Agreement at any time by providing ten (10) days written notice to Contractor.

4.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

4.03 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.

4.04 County shall then pay Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.

4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V
INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than $1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department prior to the commencement of any services under this Agreement.

SECTION VI
NOTICE

6.01 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 County or Contractor at the addresses set forth below.

6.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

Systems Commissioning, Inc.
5550 Airline Drive
Houston, Texas 77076
713-696-5493 – fax

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg TX 77471

Facilities Management and Planning Department
Don Brady, Director
1402 Band Road, Suite 100
Rosenberg, TX 77471

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

SECTION VII
LIMIT OF APPROPRIATION

7.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of $161,235.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

7.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $161,235.00.

SECTION VIII
SUCCESSORS AND ASSIGNS

8.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

8.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.

8.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION IX
PUBLIC CONTACT

9.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.

9.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION X
COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in the Greater Houston Metropolitan Area applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION XI
OWNERSHIP OF DOCUMENTS

11.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and his Contractors (deliverables).

11.02 No reuse fees or royalty payments will be paid to Contractor in connection with future reuse or adaptation of designs derived under this contract.

11.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.

11.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.

11.05 The documents referenced in this Section are not intended or presented by Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.

11.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XII
INDEMNIFICATION

12.01 **CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SUBCONTRACTORS, CONSULTANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE**

NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

12.02 **CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE CONTRACTOR, ITS AGENTS, SUBCONTRACTORS, CONSULTANTS OR EMPLOYEES.**

SECTION XIII
MODIFICATIONS

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

SECTION XIV
MISCELLANEOUS

14.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

14.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

14.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

14.04 If there is a conflict between this Agreement and Exhibit "A," the provisions of this Agreement shall prevail.

SECTION XV
CLEAN-UP

15.01 Contractor shall at all times keep its work area in a neat, clean and safe condition and remove from County's premises and the vicinity thereof and properly dispose of all debris and rubbish caused by Contractor's operations. Upon completion of the services provided under this Agreement, Contractor shall promptly return unused materials furnished by County, if any, and remove from County's premises all of Contractor's equipment, material, scaffolding and like items, leaving County's premises and the vicinity clean, safe and ready for use.

15.02 In the event Contractor shall fail to maintain its work area as described above and in a manner satisfactory to County, or to effect such clean-up or removal immediately after

receipt of written notice to do so, County shall have the right without further notice to Contractor to perform such cleanup and remove such items on behalf of and at the risk of and at the expense of Contractor. County may store items removed at a place of its choosing on behalf of Contractor and at Contractor's risk and expense. County shall promptly notify Contractor of such place of storage. County may further deduct from any final payment owed to Contractor for the cost of any clean-up performed by County in which Contractor failed to perform.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION XVI
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

Robert E. Hebert, County Judge — Date: 3-17-09

Attest:
Dianne Wilson, County Clerk

APPROVED:

By:
Don Brady, Director
County Facilities Management
& Planning Department — Date: 3-17-09

CONTRACTOR: SYSTEMS COMMISSIONING, INC.

Signature — Date: 3/10/09

Printed Name: Robert A Hardy
Vice President

Title:

MER:Systems Commissioning.PSA.Jail Expansion.3689(03062009)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $161,235.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Ed Sturdivant, Fort Bend County Auditor

Exhibit A: February 23, 2009 Proposal from Contractor

EXHIBIT A

SYSTEMS COMMISSIONING INC.

DATE: March 6, 2009

PROPOSAL TO: Carter Goble Lee

ATTENTION: Steven Ohm

PROJECT: Fort Bend County Jail Expansion

LOCATION: Fort Bend County Texas

We propose to furnish the necessary labor to perform Air and Hydronic Testing, Adjusting and Balancing on the above project in accordance with the following:

1. Specification Section:15005
2. Drawings: Mechanical
3. Attached list of inclusions and exclusions and General and Special Conditions as applicable.

We acknowledge receipt of addenda: N/A

TOTAL AMOUNT OF BASE BID: $134,705.00

ALTERNATE BIDS: $2,400.00 (Humidity Readings)

Purchaser agrees to pay expenses incurred if system is not ready when balancing firm is required to be on site.

THIS PROPOSAL EXPIRES 30 DAYS FROM THE DATE ABOVE.

SYSTEMS COMMISSIONING, INC.

Accepted by: _____

Date: _____

BP# 5709

Air Conditioning License TACLA 017399C
Dept. of Licensing & Regulations
P.O. BOX 12157
Austin, Texas 78711
(800) 803-9202

NEBB 5550 Airline Dr. • Houston, Texas 77076-4998 • Office: 713-696-5450 FAX: (713) 696-5493
An EMCOR Company
PEB

SYSTEMS COMMISSIONING INC.

SCI BP#5709
Page 2

PROJECT: Fort Bend County Jail Expansion

LOCATION: Fort Bend County Texas

Our proposal includes the following items:

1. A general review of the plans and specifications, bringing to your firm's attention any peculiarities that may be found.
2. Submittals on balancing procedures as required.
3. Provide a system balanced according to NEBB Procedural Standards 7th Edition, 2005.
4. Upon completion of balancing, a typewritten report of recorded data will be furnished on NEBB forms.

Our proposal does not include the following items:

1. Testing or cleaning of duct systems.
2. Season rebalance.
3. Cost of bond or builders risk premium.
4. Cost of sanitary facilities, construction power, or drinking water.
5. Payment for hoisting facilities or operator.
6. Overtime.
7. Electrical work.
8. Cost of operation of any portion of plant or system including filter changes for convenience or beneficial use of others.
9. Removal or repair of ceiling tile and sheetrock.
10. Taxes.
11. Any lifts or scaffolds needed to obtain access.
12. Sheaves and belts.
13. Cost of hardware or software for balancing purposes.
14. Life Safety Testing.

NEBB 5550 Airline Dr. • Houston, Texas 77076-4998 • Office: 713-696-5450 FAX: (713) 696-5493
An EMCOR Company
PEB

SYSTEMS COMMISSIONING INC.

DATE: March 6, 2009

PROPOSAL TO: Carter Goble Lee

ATTENTION: Steven Ohm

PROJECT: Fort Bend County Jail Expansion
Life Safety Air System Testing

LOCATION: Fort Bend County Texas

We propose to furnish the necessary labor to perform Air Testing, Adjusting and Balancing on the above project in accordance with the following:

1. Specification Section: 15007
2. Drawings :Mechanical
3. Attached list of inclusions and exclusions and General and Special Conditions as applicable.

We acknowledge receipt of addenda: N/A

TOTAL AMOUNT OF BASE BID: $24,130.00

Purchaser agrees to pay expenses incurred if system is not ready when balancing firm is required to be on site.

THIS PROPOSAL EXPIRES 30 DAYS FROM THE DATE ABOVE.

SYSTEMS COMMISSIONING, INC. Accepted by: _____
Date: _____

BP#5709b

Air Conditioning License TACLA 017399C
Dept. of Licensing & Regulations
P.O. BOX 12157
Austin, Texas 78711
(800) 803-9202

NEBB 5550 Airline Dr. • Houston, Texas 77076-4998 • Office: 713-696-5450 FAX: (713) 696-5493
An EMCOR Company
AEB

SYSTEMS COMMISSIONING INC.

PROJECT: Fort Bend County Jail Expansion
Life Safety Air System Testing

LOCATION: Fort Bend County Texas

Our proposal includes the following items:

1. A general review of the plans and specifications, bringing to your firm's attention any peculiarities that may be found.

2. Provide a system testing according to NEBB Procedural Standards 7th Edition, 2005.

3. Stairwell Testing Operational Test: Balance the outlets in the stairwells to within design tolerance. Adjust the Stair Fans to within design tolerance. With all doors close read and record the deferential pressure between the stair shaft and the adjacent spaces. With all doors closed read and record the force required to open the stairwell door. Read and record the air velocity with 4 doors open and all other doors closed. (If after the above work is performed and the system does not meet code additional charges will apply for any additional work performed to meet code).

4. Stairwell Testing Acceptance Testing: After completion of a successful Operational testing test each stair one time as per code.

5. Smoke Control Operational Testing: After completion of the entire Test and Balance, perform the scope of work as described in specification 15007- 3.2 d, g, h and j. (if after the above work is performed and the system does not meet code additional charges will apply for any additional worked performed to meet code).

6. Smoke Control Acceptance Testing. After completion of a successful Operational Testing test each smoke zone one time as per specification 15007 -3.2 B

7. Upon completion of testing, a typewritten report of recorded data will be furnished on NEBB forms.

5550 Airline Dr. • Houston, Texas 77076-4998 • Office: 713-696-5450 FAX: (713) 696-5493
An EMCOR Company

SYSTEMS COMMISSIONING INC.

SCI BP#5709b
Page 3

PROJECT: Fort Bend County Jail Expansion
Life Safety Air System Testing

LOCATION: Fort Bend County Texas

Our proposal does not include the following items:

1. Testing or cleaning of duct systems.
2. Season rebalance.
3. Cost of bond or builders risk premium.
4. Cost of sanitary facilities, construction power, or drinking water.
5. Payment for hoisting facilities or operator.
6. Electrical work.
7. Cost of operation of any portion of plant or system including filter changes for convenience or beneficial use of others.
8. Removal or repair of ceiling tile and sheetrock.
9. Taxes.
10. Any lifts or scaffolds needed to obtain access.
11. Calibration of thermostats.
12. Sheaves and belts.
13. Cost of hardware or software for balancing purposes.
14. Commissioning.
15. Smoke bombs or any type of smoke.
16. Smoke bomb stand.

NEBB 5550 Airline Dr. • Houston, Texas 77076-4998 • Office: 713-696-5450 FAX: (713) 696-5493
An EMCOR Company

Proposed Schedule

March 6, 2009 Submit bid proposal to Carter Goble Lee
March 10, 2009 Bid submitted to board for approval
March 11, 2009 SCI Informed bid was approved and a contract will be awarded.
March 11 through March 16 signing of contract.
March 16 through March 20 SCI will set up the paper work needed to perform the work. This will take place offsite.
March 23, 2009 SCI will man the project.
May 22, 2009 SCI will complete the Test and Balance Scope of the Contract.
May 26, through June 5 SCI will conduct the Stair and smoke removal acceptance testing.

This scheduled is based on minor delays along the way. Any major delays will extend the completion dates.

MARSH — CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER: NYC-002385063-10

PRODUCER

MARSH USA, INC.
ATTN: KIM RICHARDSON
601 MERRITT 7
FAX: (203) 229-6787
EMCOR.CERTREQUEST@MARSH.COM
NORWALK, CT 06856-6010

187304-GOW-INC-08-09

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

INSURED

GOWAN INC.
5550 AIRLINE DRIVE
HOUSTON, TX 77076

COMPANIES AFFORDING COVERAGE

COMPANY A: Continental Casualty Company
COMPANY B: American Casualty Company Of Reading, Pa
COMPANY C: Transportation Insurance Co
COMPANY D:

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GL 2095785744	10/01/08	10/01/09		
	[X] COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	$ 6,000,000
	[ ] CLAIMS MADE [X] OCCUR				PRODUCTS - COMP/OP AGG	$ 14,000,000
	[ ] OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	$ 2,000,000
	[X] PER PROJECT GEN AGGR				EACH OCCURRENCE	$ 2,000,000
	[ ] APPLIES				FIRE DAMAGE (Any one fire)	$ 500,000
					MED EXP (Any one person)	$ 25,000
A	AUTOMOBILE LIABILITY	BUA 2095785792	10/01/08	10/01/09	COMBINED SINGLE LIMIT	$ 2,000,000
	[X] ANY AUTO				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS				PROPERTY DAMAGE	$
	[X] HIRED AUTOS					
	[X] NON-OWNED AUTOS					
	[X] AUTO PHYSICAL DAMAGE-$500 COMP/$500 COLL DED					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
A	EXCESS LIABILITY	L 2068208285	10/01/08	10/01/09	EACH OCCURRENCE	$ 5,000,000
	[X] UMBRELLA FORM				AGGREGATE	$ 5,000,000
	[ ] OTHER THAN UMBRELLA FORM					$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 295785713 (AOS)	10/01/08	10/01/09	[X] WC STATUTORY LIMITS [ ] OTHER	
C		WC 295785730 (OR, WI)	10/01/08	10/01/09	EL EACH ACCIDENT	$ 1,000,000
B	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [X] INCL [ ] EXCL	WC 295785727 (CA)	10/01/08	10/01/09	EL DISEASE-POLICY LIMIT	$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

GOWAN INC.
5550 AIRLINE DRIVE
HOUSTON, TX 77076

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
BY: John Lapreay

MM1(3/02)

VALID AS OF: 09/29/08

RECORDED ON 3-27-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

Tabulation

New 15 Passenger Van for CSCD

Verbal request for pricing:

Helfman Ford	$22,940.00
Philpott Motors	$23,784.00
Parkway Chevrolet	$25,275.00

Addition to fleet

Tabulation

Term Contract for Purchase of Vehicles

Fort Bend County
Bid 07-003

Renewed 10/28/08

Non-Police Package Four Door Sedans:

Company	Unit Bid Price
Helfman Ford Stafford	$13,918.48 Fusion

Renewed 10/28/08 with 3% increase

Truck	Helfman Ford
Truck IX: ¾ ton, extended cab, SWB, cloth split, power, Class III TTP	$19,188.90
Truck X: ¾ ton, LWB, vinyl bench, Class III TTP	$16,366.70
Truck XI: ¾ ton, LWB, vinyl bench, Class III TTP, NO tilt or cruise	$16,272.97
Truck XII: ¾ ton, extended cab, LWB, vinyl bucket, Class III TTP	$19,029.25
Truck XIII: ¾ ton, 4 door crew cab, LWB, cloth split, power	$20,328.08

Miscellaneous Vehicles

Bid 07-003

Commissioners Court 03/17/09:

Non-Police Package 4-Door Sedan:

CSCD:	Ford Fusion
Addition to fleet	$13,918.48 x 1
Helfman Ford	

Hot Rod Mechanical, Inc.

3415 E. 5th Street
Austin, Texas 78702
Tel. (512)386-8686
Fax (512)386-8788

#TACLA26152C
#M-14359

Proposal

Date	Estimate #
2/27/2009	E1297

Name / Address
Fort Bend County Purchasing Department Rosenberg Annex 4520 Reading Road, Suite A Rosenberg, TX 77471

Estimator	Project Name
R.G.	Elect.C/O

Item	Description	Qty	Cost	Total
Labor	Replace Chiller Breaker at customer breaker Box, Install # 6 Ground Wire From Chiller Breaker Box to	9.5	74.40	706.80
Materials	GE Breaker 3 phase 480 Volt , We Will Replace the Rating Plug With 1ea. SRPF250A175	1	168.75	168.75
Materials	# 6 Ground Wire	70	1.31629	92.14

Subtotal	$967.69
Sales Tax (8.25%)	$0.00
Total	$967.69

Approved By: _____

AGENDA ITEM

37A

FORT BEND COUNTY FY 2009

COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/09/09	Submitted By: Kathleen Barnes
	Department: Sheriff
Court Agenda Date: 3/17/09	Phone Number: 281 341-4703

SUMMARY OF ITEM: Approve the Organized Drug Enforcement Task Forces agreement for the use of the state and local overtime and authorized expense/strategic initiative program

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO ☐

List Supporting Documents Attached: *OCDETF agreement*

FINANCIAL SUMMARY: Any expenditure of funds will be reimbursed as allowed under AFF statute, Section 524(c)(1)(1) of Title 28, United States Code

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit: Account Number:
Activity (If Applicable):

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

X	Auditor	(281-341-3774)	X	Comm. Pct. 1	(281-342-0587)
X	Budget Officer	(281-344-3954)	X	Comm. Pct. 2	(281-403-8009)
X	Facilities/Planning	(281-633-7022)	X	Comm. Pct. 3	(281-242-9060)
X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
X	Information Technology	(281-341-4526)	X	County Clerk	(281-341-8697)
X	Other:		X	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please return original agreement to Kathleen Barnes at the Sheriff's Office

3-18-09 copy received

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE / STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: **74-6001969** DC#: _____

Amount Requested:

$ 14,547.11

Number of Officers Listed: **1**

OCDETF Investigation / Strategic Initiative Number: [redacted]

Federal Agency Investigation Number: [redacted]

From: **02/12/2009**
Beginning Date of Agreement

To: **09/30/2009**
Ending Date of Agreement

State or Local Agency Name and Address:
FORT BEND COUNTY SHERIFF'S OFFICE
1410 RANSOM ROAD
RICHMOND, TEXAS 77469

State or Local Agency
Narcotics Supervisor: **LT. RODNEY GLENDENING**
Telephone Number: **281-340-4754**
E-mail Address: **GLENDROD@CO.FORT-BEND.TX.US**
Fax Number: **281-340-4777**

Sponsoring Federal Agency
Group/Squad Supervisor: **CAM STRAHM**
Telephone Number: **713-693-3401**
E-mail Address: **CAM.B.STRAHM@USDOJ.GOV**

Sponsoring Federal Agency(ies):
DRUG ENFORCEMENT ADMINISTRATION

Please provide the name, telephone number and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: **CHRISTINA BUNE**

Telephone Number: **281-341-3766**

E-mail Address: **BUNECHR@CO.FORT-BEND.TX.US**

Fax Number: **281-341-3774**

This agreement is between the above named State or Local law enforcement agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This agreement shall be effective when signed by an authorized State or Local agency official, the sponsoring Federal Agency Special Agent-In-Charge, sponsoring Agency Regional OCDETF Coordinator, and the Assistant United States Attorney Regional OCDETF Coordinator.

1. It is agreed that the State or Local law enforcement officers named on this agreement will assist in OCDETF investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense / Strategic Initiative Programs, Policies and Procedures Manual, October, 2008.

1. No individual agreement with a State or Local department may exceed $20,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF investigation or Strategic Initiative in a single fiscal year may not exceed $30,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF budget officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. These amendments or changes must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and forwarded to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office within five (5) working days of determining that no work is being performed.

5. The State and Local law enforcement agency is to provide monthly billing estimates or activity upon request.

6. The State or Local law enforcement agency agrees to provide experienced drug law enforcement officers who are identified in this agreement to work on the specified OCDETF investigation or Strategic Initiative. Any change in law enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no law enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent agency.

8. Officers who are deputized may possess Federal law enforcement authority as specified by the agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF investigation or Strategic Initiative in accordance with this agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal law enforcement agency(ies) for the approved OCDETF investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties to this agreement.

11. Officers assigned to OCDETF investigations or Strategic Initiatives must work full-time on the investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a law enforcement officer must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local law enforcement agency for a limited amount of those overtime costs.] The agency is responsible for paying its law enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this agreement as well as the time period covered. The agency affected by any such modification will be telephonically advised ten (10) business days in advance of such modification with follow-up confirmation in writing.

13. Overtime payments, in any event, may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local agency is responsible for ensuring that this annual payment is not exceeded. The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator also will monitor these payments.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local agency charge any indirect costs for the administration or implementation of this agreement.

16. The State or Local agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement.

18. The State or Local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for agencies that are unable to accept this form of payment, however, such agencies must include written justification in the addendum of each new agreement.

21. All changes made to the original agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal agency and the State or Local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the AUSA Regional OCDETF Coordinators obligating authority. The OCDETF Executive Office will verify and accept that all the terms and conditions of the agreement have been met.

Approved By: Robert Hebert, County Judge 3/17/09

Authorized State or Local Official *Title* *Date*

Approved By: _____

Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____

Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____

Assistant United States Attorney Regional OCDETF Coordinator *Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expenses / Strategic Initiative Programs specified above. **Subject to availability of funds**.

Accepted By: _____

OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE / STRATEGIC INITIATIVE PROGRAMS

State or Local Agency: **FORT BEND COUNTY SHERIFF'S OFFICE**

OCDETF Investigation / Strategic Initiative Number: [redacted]

The law enforcement officers listed below will assist with the above identified OCDETF investigation or Strategic Initiative. Any modification of the list of law enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	**PATRICK GASSER**	**INVESTIGATOR**	**12/17/1979**
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Addendum A

Definition of "Full-Time Participation"

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local agency name as written on agreement cover sheet)

Name:	**FORT BEND COUNTY SHERIFF'S OFFICE**
Address:	**1410 RANSOM ROAD, RICHMOND, TEXAS 77469**
Taxpayer ID Number:	[redacted]
Contact Person Name:	**GINGER TEICHMAN**
Telephone Number:	**281-341-3716**

FINANCIAL INSTITUTION INFORMATION

Bank Name:	**PROSPERITY BANK**
Nine-Digit ABA Routing Transit Number:	[redacted]
Depositor Account Number:	[redacted]
Type of Account: (checking/savings)	**CHECKING**

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: http://fmsapps.treas.gov/paid/PAIDfaq.asp

37B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/4/09	**Submitted By: Kathleen Barnes**
	Department: Sheriff's Office
Court Agenda Date: 3/17/09	**Phone Number: 281 341-4703**

SUMMARY OF ITEM: Maintenance/repair done without a Purchase Order

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO X

List Supporting Documents Attached: Invoice transmittal, invoice from All-Right Mowers and memo from Sgt Rader

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X NO ☐

FUNDNG SOURCE: Accounting Unit: 100512100 Account Number: 63000
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: Fees

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office X (✓ when completed)
If by E-Mail to cgoindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

X	Auditor	(281-341-3774)	X	Comm. Pct. 1	(281-342-0587)
X	Budget Officer	(281-344-3954)	X	Comm. Pct. 2	(281-403-8009)
X	Facilities/Planning	(281-633-7022)	X	Comm. Pct. 3	(281-242-9060)
X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
X	Information Technology	(281-341-4526)	X	County Clerk	(281-341-8697)
☐	Other:		X	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

AS PER ORIGINAL

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE
County Auditor Form 1016
(Rev. 11/07)

INVOICE TRANSMITTAL

100512100
63000
Grants & Projects (if needed)

Vendor #	13988	
Vendor Name		
All-Right Mowers		
Address		
City		
State	Zip Code	Date 3/4/2009

Invoice #/Invoice Date/Desc	Amount
Lawn equipment repair	123.99
Total	123.99

County Auditor's Use Only

CC Approval Date _____

Check Type _____

Audited By _____

Received

Paid

_____
Authorized Department Approval

Treasurer's Register Stamp and Number

AS PER ORIGINAL

I N V O I C E

PAGE: 1

ALL-RIGHT MOWERS
2116 1ST ST.
ROSENBERG, TX 77471
Phone #: (281)341-7444
Fax #: (832)451-9606

PHONE #: (832)473-2882
ALT. #:
FAX #:
P.O.#:
TERMS: Net 30
SALES ORDER#: 551
SALES TYPE#: Work Order
TAG #: Y 46

DATE: 2/25/2009 12:17:06 PM
INVOICE #: 2107
CUSTOMER#: 1261
CP: JON
LOCATION: 1
DELIVERY:
PICK UP:
TECH: JON

[redacted] 1261
FORT BEND COUNTY SHERIFF DEPT

[redacted]
FORT BEND COUNTY SHERIFF DEPT

			EXMARK Z 60"				
[redacted]							
BATT	SP-30	INTERSTATE BATTERY 230CCA 290CA	1	0	$33.99	$33.99	$33.99
----	LABOR	Labor	1.5	0	$60.00	$60.00	$90.00

LABOR COMMENTS:
BATTERY IS DEAD, GRASS IS WEDGED BETWEEN BLADE AND DECK, DECK BELT WAS OFF MACHINE.

Thank you for your business!

SUBTOTAL	$123.99
TAX	$0.00
INVOICE TOTAL	$123.99
AMOUNT DUE	$123.99

Picked Up By: _____

AS PER ORIGINAL

FORT BEND COUNTY SHERIFF'S OFFICE

1410 RANSOM ROAD

RICHMOND, TEXAS 77469

To: Kathleen Barnes

From: Sgt. A.C. Rader

Date: February 18, 2009

Re: All-Right Mowers Invoice

Deputy Skinner had a piece of lawn equipment serviced by All-Right Mowers without having a purchase order issued. Deputy Skinner was unaware of the proper procedure to follow but has since been advised of the procedure. This will not happen again. The invoice is for $123.99. Thank you for your assistance.

AGENDA ITEM

37C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/11/09	**Submitted By: Kathleen Barnes**
	Department: Sheriff's Office
Court Agenda Date: 3/17/09	**Phone Number: 281 341-4703**

SUMMARY OF ITEM: Approve amended Agreement between Fort Bend County and Harold Anderson for services as Intelligence Coordinator for the HIDTA program for the term May 1, 2008 through April 30, 2009. Grant 18PHNP540Z

RENEWAL AGREEMENT/APPOINTMENT YES X NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO ☐

List Supporting Documents Attached: ***Contract between Fort Bend County and Harold Anderson***

FINANCIAL SUMMARY: Amended contract

BUDGETED ITEM: YES X NO ☐

FUNDNG SOURCE: Accounting Unit: 100560999 Account Number: 63000
Activity (If Applicable): G560-08HIDTA

DESCRIPTION OF LAWSOM ACCOUNT: _Fees_____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office X (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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X	Budget Officer	(281-344-3954)	X	Comm. Pct. 2	(281-403-8009)
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X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
X	Information Technology	(281-341-4526)	X	County Clerk	(281-341-8697)
☐	Other:		X	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please return the signed original to Kathleen Barnes at the Sheriff's Office

3-26-09 orig. ret. to Kathleen at Sheriff

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AMENDED AGREEMENT BETWEEN FORT BEND COUNTY AND HAROLD ANDERSON

This Agreement is entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioners Court (hereinafter referred to as **"County"**) and **HAROLD ANDERSON**, an individual doing business in the State of Texas (hereinafter referred to as **"Contractor"**).

WITNESSETH:

WHEREAS, the following agencies comprise the Houston HIDTA Executive Board, Federal Bureau of Investigation, Drug Enforcement Administration, Alcohol Tobacco and Firearms, Immigration & Naturalization Service, Internal Revenue Service, United States Attorney's Office, Immigration and Customs Enforcement, United States Marshals Service, Fort Bend County Sheriff's Office, Harris County Sheriff's Office, Harris County District Attorney's Office, Jefferson County Sheriff's Department, Texas Department of Public Safety, Corpus Christi Police Department, Houston Police Department, and Pasadena Police Department, who operate the Houston High Intensity Drug Trafficking Area hereinafter known as the Houston "HIDTA"; and,

WHEREAS, Fort Bend County agrees to act as the facilitator of grant funds awarded by the Office of the National Drug Control Policy for the hiring of an Intelligence Coordinator; and,

WHEREAS, Harold Anderson, hereinafter referred to as "Contractor", has expertise in the area of drug interdiction, intelligence collection/dissemination, special investigations, asset forfeitures, and law enforcement, and has developed special relationships with law enforcement officials in the United States; and,

WHEREAS, the County and Contractor are authorized to enter into this Agreement that meets the approval of the HIDTA Executive Board; and,

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 and agreements herein contained, the parties hereby agree as follows:

I.
HIRING OF CONTRACTOR

1.01 It is understood and agreed by the parties that the services referred to in this paragraph will be provided to by **Contractor**, and will not be provided to **County** and other HIDTA agencies by any other individual or entity while this contract is in full force and effect.

1.02 Provide professional management and liaison services under the terms and conditions stated, and Contractor hereby agrees and accepts to perform such services.

II.
DUTIES

2.01 Contractor shall provide professional services as the Intelligence Coordinator of the Houston HIDTA. Contractor shall be responsible to HIDTA Executive Board, Intelligence Sub-Committee and the Houston HIDTA Director.

2.02 Contractor shall follow the established policies and procedures of the Houston HIDTA and will implement directives from the Director and Houston HIDTA Executive Board.

2.03 Contractor provides intelligence program support and coordination to the County and other participating HIDTA agencies and other area law enforcement agencies, and follows guidance received through recognized, official channels from the Office of National Drug Control Policy (ONDCP).

2.04 Contractor establishes and sustains liaison with federal, state and local Houston HIDTA agencies as well as other law enforcement agencies in the area.

2.05 Contractor develops and provides intelligence collection and a management plan for the Houston HIDTA.

2.06 Contractor will cause the identification, integration and continued operational support, in the Houston HIDTA, of appropriate federal, state and local law enforcement agency's intelligence systems and databases.

2.07 Contractor will institute and continue counter drug analytical support to law enforcement agencies within the Houston HIDTA and, as applicable, across the nation.

2.08 Contractor will establish written directives relevant to the Houston HIDTA intelligence programs.

2.09 Contractor will be required to travel from time to time as part of his duties. When travel is required, travel and per diem expenses for service, training shall be reimbursed in accordance with current Houston HIDTA grant funds.

2.10 Contractor will be based in the Fort Bend County Sheriff's Office, located at 1410 Ransom Road, Richmond, Texas 77469.

III.
DATA PRIVACY

All financial, statistical, personal, technical and other data and information related to the work performed by the Contractor, or which becomes available to the Contractor in carrying out this

Agreement, shall be protected for and on behalf of HIDTA by Contractor from unauthorized use or unauthorized disclosure.

IV.
LIABILITY INSURANCE

4.01 Contractor shall, during the entire term of this Agreement, keep in full force and effect a policy of general liability insurance in which the limits shall not be less than $1,000,000 for each claim aggregate. The policy shall name County as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to County on or before the date of this Agreement.

4.02 Contractor agrees and understands that he shall not be provided legal representation for any claims or causes of actions arising from his performance hereunder. Contractor further agrees to have and retain automobile insurance during the term of this Agreement in an amount sufficient to cover any contingency resulting from this contract.

V.
INDEMNIFICATION

Contractor agrees to indemnify **County** against all demands, suits, actions, legal administrative proceedings, claims, damages and reasonable attorney's fees relating to the performance or non-performance of this Agreement.

VI.
NON-APPROPRIATION OF FUNDS

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated by the Office of National Drug Control Policy under this contract on behalf of the County, then the County shall notify the Contractor and the Houston HIDTA Executive Board that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County.

VII.
COMPENSATION

7.01 Contractor shall be compensated as follows:

A. $11,310.00 per month for May 1, 2008 to December 31, 2008
B. $12,040.24 per month for January 1, 2009 to April 30, 2009
C. $630.00 per month for car allowance for May 1, 2008 to April 30, 2009
D. Any additional amounts as authorized by the HIDTA Executive Board, and upon receipt of appropriate documentation in a timely manner to coincide with the Commissioners Court meetings for payment of County invoices and contracts.

7.02 County shall provide all documentation necessary and submit to HIDTA for reimbursement of funds expended under Grant I8PHNP540.

VIII.
INDEPENDENT CONTRACTOR

In the performance of work or services hereunder, Contractor is deemed an independent contractor and shall not be deemed an employee, agent or servant of the County and shall not be entitled to any privileges or benefits of County employment. **Contractor** agrees that he is an independent contractor. The Contractor shall be solely responsible for the performance of his duties under this Agreement and for all withholding taxes, including all federal, state and local taxes, and all worker's compensation insurance.

IX.
TERM

9.01 This Agreement shall be effective on May 1, 2008 and shall terminate on April 30, 2009. If grant funds are depleted before expiration date, agreement is automatically terminated.

9.02 This Agreement may be terminated by either party, with or without cause with thirty (30) days prior written notice. Any and all outstanding invoices and payments shall be made by **County** to **Contractor** within thirty (30) days of termination of this Agreement.

9.03 In the event grant funds are secured for a term to exceed April 30, 2009 this Agreement may be renewed for an additional term, subject to the amount of grant funds secured. Any renewal is subject to written agreement by all parties.

X.
MISCELLANEOUS

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

10.02 In the event one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10.03 Contractor shall not knowingly or intentionally disregard any or all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction and shall not hold himself out as an employee of Fort Bend County.

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

10.05 Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

10.06 Neither party may assign any rights nor obligations under this Agreement without the prior written consent of the other party to the assignment. It is understood and agreed by the parties that Contractor will provide the services referred to in this Agreement.

10.07 In the event that performance by Contractor, or any of their obligations under the terms of this Agreement will be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party will be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

10.08 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all proposals or prior agreements, oral or written, and all other communications, oral or written.

XI.
NOTICES

11.01 Any and all notices or communications required or permitted under this contract shall be delivered in person or mailed, certified mail, return receipt requested, as follows:

To County:
Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77406
Telephone No. (281) 341-8608

To Contractor:
Harold Anderson
Intelligence Coordinator
c/o Houston HIDTA
15311 Vantage Pkwy
Houston, Texas 77032
Attn: Carol Wilson

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RECORDED ON 3-27-09
IN THE COMMISSIONER COU
MINUTES OF 3-17-09

XII.
ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supercedes any prior agreements or understandings, either written or oral, between the parties. Any oral representations or modifications concerning this instrument are of no force and effect excepting a subsequent modification in writing, signed by both parties hereto.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

ATTEST:

Date: 3-17-09

Dianne Wilson, County Clerk

HAROLD ANDERSON

By: _____

Date: February 24, 2009

APPROVED AS TO FORM:

ROY L. CORDES, JR.
COUNTY ATTORNEY

By: _____
Mary E. Reveles, First Assistant

AUDITOR'S CERTIFICATE

I hereby certify to pay the obligation of Fort Bend County within the foregoing agreement in the amount of $146,942.00, based on the availability of grant funds from the Office of National Drug Control Policy.

_____
Ed Sturdivant, County Auditor

MER:lj:Anderson.HIDTA 2009 increase:.2.3357:.02232009

AGENDA ITEM

37D

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 3/11/09	**Submitted By: Kathleen Barnes**
	Department: Sheriff's Office
Court Agenda Date: 3/17/09	**Phone Number: 281 341-4703**

SUMMARY OF ITEM: Approve amended Agreement between Fort Bend County and David Knight dba Amadis Consultants, LLP for services as Deputy Director for the HIDTA program for the term May 1, 2008 through April 30, 2009. Grant 18PHNP540Z

RENEWAL AGREEMENT/APPOINTMENT YES X NO ☐
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES X NO ☐

List Supporting Documents Attached: ***Contract between Fort Bend County and David Knight (dba Amadis Consultants, LLP)***

FINANCIAL SUMMARY: Amended contract

BUDGETED ITEM: YES X NO ☐

FUNDNG SOURCE: Accounting Unit: 100560999 Account Number: 63000
Activity (If Applicable): G560-08HIDTA

DESCRIPTION OF LAWSOM ACCOUNT: _Fees_____

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.**
- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office X (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

X	Auditor	(281-341-3774)	X	Comm. Pct. 1	(281-342-0587)
X	Budget Officer	(281-344-3954)	X	Comm. Pct. 2	(281-403-8009)
X	Facilities/Planning	(281-633-7022)	X	Comm. Pct. 3	(281-242-9060)
X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
X	Information Technology	(281-341-4526)	X	County Clerk	(281-341-8697)
☐	Other:		X	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED: .

Special Handling Requested (specify): Please return signed original to Kathleen Barnes at the S/O

3-26-09 orig. ret. to Kathleen at Sheriff

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

AMENDED AGREEMENT BETWEEN FORT BEND COUNTY AND DAVID KNIGHT dba AMADIS CONSULTANTS

This Agreement is entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioners Court (hereinafter referred to as **"County")** and **DAVID KNIGHT, dba Amadis Consultants,** an individual doing business in the State of Texas (hereinafter referred to as **"Contractor").**

WITNESSETH:

WHEREAS, the following agencies comprise the Houston HIDTA Executive Board, Federal Bureau of Investigation, Drug Enforcement Administration, Alcohol Tobacco and Firearms, Immigration & Naturalization Service, Internal Revenue Service, United States Attorney's Office, Immigration and Customs Enforcement, United States Marshals Service, Fort Bend County Sheriff's Office, Harris County Sheriff's Office, Harris County District Attorney's Office, Jefferson County Sheriff's Department, Texas Department of Public Safety, Corpus Christi Police Department, Houston Police Department, and Pasadena Police Department, who operate the Houston High Intensity Drug Trafficking Area hereinafter known as the Houston "HIDTA"; and,

WHEREAS, Fort Bend County agrees to act as the facilitator of grant funds awarded by the Office of the National Drug Control Policy for the hiring of an Intelligence Coordinator; and,

WHEREAS, David Knight, hereinafter referred to as "Contractor", has expertise in the area of drug interdiction, intelligence collection/dissemination, special investigations, asset forfeitures, and law enforcement, and has developed special relationships with law enforcement officials in the United States; and,

WHEREAS, the County and Contractor are authorized to enter into this Agreement that meets the approval of the HIDTA Executive Board; and,

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 and agreements herein contained, the parties hereby agree as follows:

I.
HIRING OF CONTRACTOR

1.01 It is understood and agreed by the parties that the services referred to in this paragraph will be provided to by **Contractor,** and will not be provided to **County** and other HIDTA agencies by any other individual or entity while this contract is in full force and effect.

1.02 Provide professional management and liaison services under the terms and conditions stated, and Contractor hereby agrees and accepts to perform such services.

II.
DUTIES

2.01 Contractor shall provide professional administrative services as the Deputy Director of the Houston HIDTA. Contractor shall be responsible to HIDTA Executive Board, Office of National Drug Control Policy (ONDCP) and the Houston HIDTA Director.

2.02 Contractor shall follow the established policies and procedures of HIDTA while performing the services hereinafter enumerated in relation to HIDTA, with such additional duties and responsibilities as may be hereinafter prescribed from time to time by the ONDCP of the Houston HIDTA and will implement directives from the Director and Houston HIDTA Executive Board.

2.03 Contractor agrees to perform the professional services as directed by the HIDTA Executive Board and ONDCP, including, but not limited to, the following:

a. serving as a liaison between the ONDCP and other HIDTA's throughout the country and the various law enforcement agencies and initiatives within the Houston HIDTA;

b. reviewing threat assessments/strategies/budget proposals to ensure the initiatives conform to the goals of the national HIDTA program and the overall Houston HIDTA focus;

c. providing creative input and direction for the HIDTA program;

d. coordinating, preparing and timely submitting the HIDTA reports required by the ONDCP;

e. evaluating individual HIDTA-funded initiatives to ensure their focus complies with the target assessment and strategy developed for the overall Houston HIDTA;

f. developing and maintaining an inventory of all specialized equipment obtained and utilized by the HIDTA;

g. developing and maintaining procedures for tracking the various law enforcement statistics for all the HIDTA components;

h. establishing a Houston HIDTA-wide accounting system to track program funding and establish an audit trail;

i. serving as an independent, interagency mediation resource and liaison for agency heads and the initiatives' leadership;

j. maintaining contacts and work with other HIDTA Directors throughout the country

to develop and ensure a coordinated national focus for the various HIDTA's with shared infotniation and resources as appropriate;

k. working with DOD groups, national communications companies, other HIDTA groups and local initiative technicians to develop ADP systems which most effectively meet the needs of HIDTA yet remain within the guidelines of various agency headquarters;

1. reviewing budget submissions and reprogramming requests to ensure integrity of HIDTA-budget expenditures;

m. coordinating with initiative leaders to avoid duplication of effort through the various HIDTA initiatives and maximize the use of HIDTA personnel and material resources;

n. exercising programmatic, administrative and fiscal oversight and support of all HIDTA initiatives and ensure they are in compliance with the ONDCP/HIDTA Program Guidance and other program requirements, expressly excluding exercising operation control of law enforcement initiatives;

o. performing additional duties/requirements identified by the Executive Board which must be consistent with ONDCP/HIDTA Program Guidance and deemed necessary to enhance the HIDTA Program;

p. with the concurrence of the Executive Board, hiring staff personnel for HIDTA, which positions have been approved and funded by the ONDCP;

q. providing daily supervision, and other requirement management functions for all staff employees of HIDTA; and

r. complying with the Financial and Administrative Guidelines established by the HIDTA Assistance Center dated January 1997, and as hereinafter amended, which are incorporated herein by this reference for all intents and purposes.

III.
DATA PRIVACY

All financial, statistical, personal, technical and other data and information related to the work performed by the Contractor, or which becomes available to the Contractor in carrying out this Agreement, shall be protected for and on behalf of HIDTA by Contractor from unauthorized use or unauthorized disclosure, subject to the requirements of the Texas Public Information Act.

IV.
INSURANCE

4.01 Contractor shall, during the entire term of this Agreement, keep in full force and effect a policy of general liability insurance in which the limits shall not be less than $1,000,000 for each claim aggregate. The policy shall name County as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days

prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to County on or before the date of this Agreement.

4.02 Contractor agrees and understands that he shall not be provided legal representation for any claims or causes of actions arising from his performance hereunder. Contractor further agrees to have and retain automobile insurance during the term of this Agreement in an amount sufficient to cover any contingency resulting from this contract.

V.
INDEMNIFICATION

CONTRACTOR AGREES TO INDEMNIFY **COUNTY** AGAINST ALL DEMANDS, SUITS, ACTIONS, LEGAL ADMINISTRATIVE PROCEEDINGS, CLAIMS, DAMAGES AND REASONABLE ATTORNEY'S FEES RELATING TO THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT.

VI.
NON-APPROPRIATION OF FUNDS

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated by the Office of National Drug Control Policy under this contract on behalf of the County, then the County shall notify the Contractor and the Houston HIDTA Executive Board that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County.

VII.
COMPENSATION

7.01 Contractor shall be compensated as follows:

A. $11,310.00 per month for May 1, 2008 to December 31, 2008
B. $12,040.24 per month for January 1, 2009 to April 30, 2009
C. $630.00 per month for car allowance for May 1, 2008 to April 30, 2009
D. Any additional amounts as authorized by the HIDTA Executive Board, and upon receipt of appropriate documentation in a timely manner to coincide with the Commissioners Court meetings for payment of County invoices and contracts.

7.02 County shall provide all documentation necessary and submit to HIDTA for reimbursement of funds expended under Grant I8PHNP540.

VIII.
INDEPENDENT CONTRACTOR

In the performance of work or services hereunder, Contractor is deemed an independent contractor and shall not be deemed an employee, agent or servant of the County and shall not be entitled to any privileges or benefits of County employment. **Contractor** agrees that he is an

independent contractor. The Contractor shall be solely responsible for the performance of his duties under this Agreement and for all withholding taxes, including all federal, state and local taxes, and all worker's compensation insurance.

IX.
TERM

9.01 This Agreement shall be effective on May 1, 2008 and shall terminate on April 30, 2009. If grant funds are depleted before expiration date, agreement is automatically terminated.

9.02 This Agreement may be terminated by either party, with or without cause with thirty (30) days prior written notice. Any and all outstanding invoices and payments shall be made by **County** to **Contractor** within thirty (30) days of termination of this Agreement.

9.03 In the event grant funds are secured for a term to exceed April 30, 2009 this Agreement may be renewed for an additional term, subject to the amount of grant funds secured. Any renewal is subject to written agreement by all parties.

X.
MISCELLANEOUS

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

10.02 In the event one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10.03 Contractor shall not knowingly or intentionally disregard any or all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction and shall not hold himself out as an employee of Fort Bend County.

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

10.05 Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

10.06 Neither party may assign any rights nor obligations under this Agreement without the prior written consent of the other party to the assignment. It is understood and agreed by the parties that Contractor will provide the services referred to in this Agreement.

10.07 In the event that performance by Contractor, or any of their obligations under the terms of

this Agreement will be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party will be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.

10.08 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all proposals or prior agreements, oral or written, and all other communications, oral or written.

XI.
NOTICES

Any and all notices or communications required or permitted under this contract shall be delivered in person or mailed, certified mail, return receipt requested, as follows:

To County:	Fort Bend County Judge 301 Jackson, Suite 719 Richmond, Texas 77406 Telephone No. (281) 341-8608
To Contractor:	David Knight dba Amadis Consultants Deputy Director Houston HIDTA 15311 Vantage Pkwy West, Suite 286 Houston, Texas 77032

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RECORDED ON 3-22-09
IN THE COMMISSIONER COURT
MINUTES OF 3-17-09

XII.
ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supercedes any prior agreements or understandings, either written or oral, between the parties. Any oral representations or modifications concerning this instrument are of no force and effect excepting a subsequent modification in writing, signed by both parties hereto.

FORT BEND COUNTY

By: Robert E. Hebert, County Judge

Date: 3-17-09

ATTEST:

Dianne Wilson, County Clerk

DAVID KNIGHT dba Amadis Consultants

By:

Date: 3/12/09

Approved as to legal form:

ROY L. CORDES, JR.
COUNTY ATTORNEY

By:
Mary E. Reveles, First Assistant

AUDITOR'S CERTIFICATE

I hereby certify to pay the obligation of Fort Bend County within the foregoing agreement in the amount of $146,942.00, based on the availability of grant funds from the Office of National Drug Control Policy.

Ed Sturdivant, County Auditor

MER:lj:Knight.HIDTA 2009 increase.3357:.03102009

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FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: March 11, 2009
SUBMITTED BY: Patsy Schultz, RTA
DEPARTMENT: Tax Assessor /Collector
DATE: March 17, 2009
PHONE NO.: 281-341-3735

SUMMARY OF ITEM: Take all appropriate action on a Lease agreement between Fort Bend County and Pitney Bowes Corporation leasing an upgraded Mail Folder/Stuffer machine used by the Tax Office at a reduced cost of $ 492 for 48 Months.

RENEWAL CONTRACT/AGREEMENT: Yes (X) No ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES (X) NO ( ) Mary Reveles reviewed 3/5/09

LIST SUPPORTING DOCUMENTS ATTACHED: Lease agreement – 2 Copies for Judge's signature

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND 63300 AGENCY: ORGANIZATION:100499100 OBJECT: 985-59
REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: Yes (X)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax (281-341-8609)
Distribute copies with back-up to all listed below. If by Fax, send to numbers below

yes (x) Auditor	(281-341-3774)	yes (x) Comm. Pct. 1	(281-342-0587)
yes ( ) Budget Officer	(281-344-3954)	yes (x) Comm. Pct. 2	(281-403-8009)
yes (x) County Attorney	(281-341-4557)	yes (x) Comm. Pct. 3	(281-242-9060)
yes ( ) Purchasing Agent	(281-341-8642)	yes (x) Comm. Pct. 4	(281-980-9077)
yes (x) County Clerk	(281-341-8697)	yes (x) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Lease Agreement between Fort Bend County & Pitney Bowes Corporation for renewal lease of Mail Folder Stuffer machine.

3-18-09 copy received

Pitney Bowes

Engineering the flow of communication™

State & Local Fair Market Value Account #10 | | | | | | | | |

Your Business Information

	CAN #	ORDER #	
FT BEND COUNTY TAX OFFICE			
Full legal name of renter	DBA name of renter	Tax ID # (FEIN/TIN)	
500 LIBERTY ST STE 101	RICHMOND	TX	77469-3500
Billing address	City	State	Zip+4
Billing contact name	Billing contact phone #	Billing CAN #	
500 LIBERTY ST STE 101	RICHMOND	TX	77469-3500
Installation address (If different than billing address)	City	State	Zip+4
		20296160862	
Installation contact name	Installation contact phone #	Installation CAN #	
Credit Card #	Name on card	Exp date	Type of card
Tax exempt #	State tax (if applicable)	Fiscal period (from - to)	

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 1
1	DI500 3 Station w/DIT1 60 in. Table w/Locking Doors
1	OptiFlow Power Stacker
1	Install & Training for Power Stackers
1	Operator Training for DI500/DI600

Check items to be included in customer's payment

- [X] **Equipment Maintenance** *Provides service coverage including certain parts and labor*
- [ ] **Software Maintenance** *Provides revision updates and technical assistance*
- [ ] **Soft-Guard® Subscription** *Provides postal and carrier updates*
  If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.
- [ ] **IntelliLink™ Subscription/Meter Rental / Confirmation Services / Purchase Power Subscription**
  Provides simplified billing and includes ( ) resets per year
  ( ) **Confirmation Services** Electronic access to postal confirmation services
  ( ) **Purchase Power Subscription**
- [ ] **EasyPermitPostage® Subscription** - *Allows you to pay for permit mail.*
  As a permit mail user, you will be contacted to establish your EasyPermitPostage® account. See Purchase Power Terms and Conditions

Your Payment Plan

Number of months		Monthly amount*	
First	(48)	($ 492)	

*Monthly Billing Only.

( ) Required advance check of $ received
( ) Tax exempt certificate attached
Initial rental term _____

Your Acknowledgement

This document consists of an Equipment Lease ("Lease") with Pitney Bowes Global Financial Services LLC ("PBGFS"), an Equipment Service Level Agreement with Pitney Bowes Inc., and an Equipment Guide which includes, among other things, the IntelliLink Subscription/ Meter Rental and a US Postal Service Acknowledgment of Deposit and an Equipment Guide. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements and acknowledges that you have read and agree to all applicable terms and conditions and are authorized to sign the agreement on behalf of the Lessee. The Lease portion of this document will become binding on PBGFS only after an authorized employee accepts your offer by signing below.

. NON-APPROPRIATION. You warrant that you have funds available to pay the Total Payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period through the end of your Initial Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

x Robert Hebert — March 17, 2009

Signature — Date

x Robert Hebert — x County Judge

Print name — Title — Email address

Steven Haynes — 040

Account rep — District office — PBGFS acceptance

1. Payments. You, the customer, agree to lease from us, Pitney Bowes Global Financial Services, LLC ("PBGFS", "we" or "us"), the Equipment ("Equipment"), which was selected by you and supplied by Pitney Bowes Inc. ("PBI"), listed on the Equipment Schedule. Equipment does not include any referenced IntelliLink™ Control Center or postage meter, which remain the property of PBI. You will be invoiced quarterly for all payments set forth on the Equipment Schedule ("Quarterly Payments"), which will be in arrears and due on the same day of each billing period. All payments shall be payable to "Pitney Bowes Global Financial Services, LLC" at P.O. Box 856460, Louisville, KY 40285-5460, unless we direct you otherwise in writing. You agree to receive facsimile communications from PBGFS and affiliates relating to your account and/or products and services. UNLESS OTHERWISE EXPRESSLY PROVIDED IN SECTIONS 15 AND 16 BELOW, THIS LEASE CANNOT BE CANCELLED OR TERMINATED FOR ANY REASON, WITH ALL PAYMENT OBLIGATIONS BEING UNCONDITIONAL REGARDLESS OF ANY MATTER, INCLUDING EQUIPMENT DAMAGE, DESTRUCTION OR OBSOLESCENCE. PAYMENTS ARE NOT SUBJECT TO SETOFF, ABATEMENT OR REDUCTION.

2. Lease Term. The term of this Lease is the Stated Term. If you enter into a new lease during the Stated Term which incorporates the remaining payments under this Lease and the new lease does not become effective, or is subsequently terminated, we may reinstate this Lease.

3. Location, Ownership and UCC Filing. The Equipment may not be moved from the location specified without first obtaining our written consent. The Parties agree that this Lease is a "finance lease" governed by UCC (Uniform Commercial Code) Article 2A. We own the Equipment. You will keep the Equipment free from any liens or encumbrances. We may sign and file a UCC financing statement on your behalf (precautionary only).

4. Assignment. YOU MAY NOT ASSIGN, TRANSFER (BY OPERATION OF LAW OR OTHERWISE) OR SUBLET THE EQUIPMENT OR THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT OUR PRIOR WRITTEN CONSENT. We may sell, assign or transfer all or any part of this Lease and/or the Equipment. You agree and acknowledge that any assignment by us will not materially change your obligations hereunder.

5. End Of Lease Options. Upon 90 days prior written notice, you may, if not in default, elect among the following options with respect to the Equipment, such election to be effective no earlier than the end of the Stated Term: (a) enter into a new lease on mutually agreeable terms, or (b) purchase the Equipment "as is, where is" for fair market value as reasonably determined by us, or (c) return the Equipment in its original condition, reasonable wear and tear excepted. If you elect to return the Equipment, you must de-install the Equipment and make it available for our retrieval. If you have not elected one of the above options, you shall be deemed to have entered into successive month-to-month extensions of the Stated Term. During any such extension, you may elect (effective upon 90 days prior written notice) to return, purchase or lease the Equipment as provided above in this section.

6. Taxes. You agree to pay and indemnify us (and PBI, if applicable) for all charges and taxes (other than taxes on or measured by our net income) related to this Lease or based on or measured by the lease transaction, payments, Equipment or Equipment location, or Support Services referred to below. You agree to pay the applicable fee to cover our expenses associated with the administration, billing and tracking of such charges and taxes.

7. Liability. WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE. You agree to reimburse us for, and to defend us against any costs, damages, or liability arising out of use of the Equipment, including reasonable attorneys' fees, but excluding those arising from our gross negligence or willful misconduct.

8. Late Payments/Returned Items. If any payment under this Lease is not paid in full on or before its due date, you will be charged the applicable administrative fee assessed on delinquent accounts. You also agree to pay interest on any payment delinquent under this Lease from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law. For each dishonored or returned payment item, check or draft, you will be assessed the applicable returned item fee.

9. Default. You will be in immediate default without notice under this Lease if: (a) you fail to remit any payment under this Lease when due or if you breach any other obligation under this Lease; (b) you become insolvent, are liquidated, dissolve, stop doing business, or assign your rights or property for the benefit of creditors; (c) a petition is filed by or against you under any bankruptcy or insolvency law; or (d) you are in default under any other present or future agreement between you and us, or you and any of our affiliates ("Other Agreements").

10. Remedies. Upon your default, we may do any or all of the following: (a) cancel this Lease and any Other Agreements; (b) accelerate and require immediate payment, as liquidated damages, of all lease payments and other sums due under this Lease or due under any Other Agreements, whether accrued or due in the future; (c) require return of the Equipment; (d) require immediate payment, as compensation for your failure to return the Equipment and not as a penalty, of an amount equal to the remaining value of the Equipment at the end of the Stated Term, as determined by us in our reasonable discretion, and/or (e) pursue any other remedy we may have at law or in equity. You waive any notice of our repossession or disposition of the Equipment. By repossessing the Equipment, we do not waive our right to collect the balance due on the Lease. You shall pay all our costs, including attorneys' fees, in enforcing our rights against you. We reserve all of our rights against you even if we do not enforce them at the time you default. All of our rights and remedies are cumulative and are not conditioned upon your default continuing.

11. Equipment Use Warranty Information. You shall use the Equipment only: (a) for essential government purposes, and (b) in the manner specified in the manuals and instructions covering the Equipment. You shall comply with all laws and regulations relating to the Equipment. You will be given an Equipment Guide by PBI which will include Equipment warranties, meter usage provisions, IntelliLink™ postage evidencing technology provisions (if applicable), and the terms and conditions of Purchase Power, a line of credit for postage, supplies and shipping expenses. You may communicate directly with PBI regarding Equipment warranties and any limitation or disclaimers thereof. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE EQUIPMENT'S FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE LEASE THE EQUIPMENT TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS." YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT. WE HEREBY ASSIGN TO YOU AND YOU ARE ENTITLED TO ANY PROMISES AND WARRANTY RIGHTS WE HAVE OBTAINED FROM PBI.

12. Equipment Condition and Repairs. You shall, at your expense, keep the Equipment in good repair, condition and working order (except for ordinary wear and tear). We may inspect the Equipment and any related maintenance records during normal business hours.

13. Risk of Loss. You are responsible for Equipment loss, damage or destruction from any cause, whether or not insured from the date of shipment by PBI and for the entire term of this Lease. No Loss shall relieve you of any of your obligations under this Lease. You shall immediately notify us in writing of the occurrence of any Loss. You shall, at your expense, keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement satisfactory to us ("Insurance"). You or your agent must call us at 1-800-243-9506 and provide us with such evidence.

14. Computation of Payment; Invoices. You acknowledge that the amount of each lease payment has been agreed upon in an arms-length negotiation between the Parties and that the underlying components of our lease pricing are proprietary to us. By your execution of this Lease, you disclaim any interest in the components of our lease pricing, which components may include, by illustration, but not be limited to, fees associated with shipping and handling, equipment purchasing and pick-up, support services, lease origination and other lease or equipment related fees and expenses, and may also include amounts carried over from or associated with a previous un-expired lease with us or a third party. The amounts we use to compute your Quarterly Payment, and taxes paid by us upon Equipment purchase, are capitalized and paid by you over the Stated Term. If you so requested, your IntelliLink™ Control Center/Meter Rental, Service and/or Soft-Guard® payments ("PBI Payments") commence simultaneously with the beginning of the Lease Term, and such payments (though not a part of your lease with PBGFS) are included in your Quarterly Payment as an accommodation to you and PBI; other fees, charges and taxes provided for in this Lease are not included in your Quarterly Payment and will be separately itemized on your invoice. We may increase your Quarterly Payment if any PBI Payments increase. Your IntelliLink™ Control Center/Meter Rental is cancelable on 30 days notice as provided in your Equipment Guide. If indicated in the Business Solution Description section of page one, you have agreed to make a payment ("Support Services Payment") to PBI for items such as Equipment installation, training, consulting services, systems integration and data conversion, and other support services ("Support Services"). The Support Services Payment is non-refundable.

15. Non-appropriation. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Stated Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

16. Early Termination. You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year.

17. Origination Fee. Unless paid by you separately, a one-time fee to cover the origination, documentation, processing and certain other initial costs associated with this Lease may be included as a capitalized amount in computing your Quarterly Payment.

18. Customer Waivers. To the extent permitted by law, you waive any rights you now or later may have under any statute or otherwise which require us to sell, lease or otherwise use any Equipment to reduce our

damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies. You agree that the rights and remedies under UCC Article 2A (Sections 508-522) do not apply to this Lease. ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU AND WE HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

19. Survivability. Your obligations under Section 2 (lease reinstatement), Section 6 (taxes), Section 7 (indemnification) and Section 10 (remedies) survive termination or cancellation of this Lease.

20. Miscellaneous. If more than one Lessee is named in this Lease, liability will be joint and several. You represent that you may lawfully enter into, and perform, this Lease and Equipment Service Agreement, and that the individuals signing this Lease and Equipment Service Agreement on your behalf have all necessary authority. This Lease and Equipment Service Agreement constitutes the entire agreement between the parties as to the subjects addressed in this Lease and Equipment Service Agreement, and representations or statements, both oral and written, including purchase orders, not included herein or therein are not binding on the parties. By executing page one, you agree to furnish financial information which we may request now and in the future, including your tax identification number, and you authorize us to obtain credit reports on you now and in the future. In addition, any principal, owner, officer or guarantor signing on page one or on any documents executed in connection herewith agrees to furnish financial and other information we may request now and in the future including his or her social security number, and authorizes us to obtain one or more consumer credit reports on him or her in connection herewith and any credit extended as a result hereof.
YOU AGREE THAT AN EXECUTED COPY OF THIS LEASE BEARING OUR STAMPED SIGNATURE AND YOUR SIGNATURE (AN ORIGINAL MANUAL SIGNATURE OR SUCH SIGNATURE REPRODUCED BY MEANS OF A RELIABLE ELECTRONIC FORM, SUCH AS PHOTOCOPY, FACSIMILE OR ELECTRONIC SIGNATURE) MAY BE MARKED "ORIGINAL" BY US AND SHALL CONSTITUTE THE ONLY ORIGINAL DOCUMENT FOR ALL EFFECTIVE PURPOSES. ALL OTHER COPIES SHALL BE DUPLICATES. TO THE EXTENT THIS LEASE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UCC), NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED EXCEPT BY THE POSSESSION OR TRANSFER OF THE COPY MARKED "ORIGINAL" BY US. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT BY OUR WRITTEN CONSENT. Our acceptance of any payment or check offered by you as a settlement, or an accord and satisfaction, shall not constitute a waiver of our rights, or an accord and satisfaction, unless accompanied by a separate agreement executed by both parties.

Equipment Service Level Agreement.

Incorporated Terms: Definitions. All of the information provided when you submit your order is incorporated by reference and made a part of this Service Level Agreement ("SLA"). The terms defined or described on page one shall have the same meanings in this SLA. Pitney Bowes will provide Customer ("you") with maintenance and emergency repair services for covered Equipment (excluding software) as required, including new (or equivalent to new) parts and assemblies needed due to normal wear.

The following terms and conditions apply to all equipment service level agreements:

1.0 Basic Equipment Maintenance. To obtain service or emergency repair, you must contact Pitney Bowes for service during its normal working hours (8am – 5pm in the time zone where the equipment is located, Monday through Friday, excluding holidays) ("Normal Working Hours") or you may place a request for service via its website www.pb.com. In addition, you have access to remote telephone support through the toll free response center (8 am to 8 pm EST, Monday through Friday, excluding holidays) at 1-800-522-0020. Depending on your Equipment type and at its option, Pitney Bowes reserves the right to service your Equipment by (a) Service by Replacement with new, reconditioned or remanufactured equipment, depending upon the age of the Equipment and the nature of the performance problem, or (b) On-site service, remote diagnostics or off-site service, including new (or equivalent to new) parts and assemblies replacement needed due to normal wear. Parts or assemblies for discontinued equipment (and/or equipment not marketed as new will be provided only if available. If service is provided for your Equipment by replacement and your problem cannot be resolved over the telephone, Pitney Bowes will, at no cost to you, promptly ship new, reconditioned or remanufactured equipment to replace your Equipment. Within five (5) days of receipt of the replacement equipment, you must pack your defective Equipment in the shipping carton that contained the replacement equipment, place the shipping paid return address label on the carton and return it to Pitney Bowes. You are responsible for the value of, and any damages to, the Equipment until Pitney Bowes receives it. If service is provided for your Equipment by on-site service, remote diagnostics or off-site service, and if deemed necessary by Pitney Bowes, a service engineer in most cases will be dispatched to arrive at your location for on-site service. There will be no hourly charges unless service is performed outside Pitney Bowes' Normal Working Hours set forth above. Lubricants and other materials needed to service your Equipment are provided without additional charge. Notwithstanding the foregoing, consumable supplies for all levels of service and printheads for meters, Intellilink® equipment and printers for standard service are not covered by this SLA. Professional services other than those set forth herein are not covered by this SLA. Rate program software for electronic scales and weighing systems is excluded from coverage under this SLA.

2.0 Exclusions. This SLA excludes services and repairs that are made necessary due to negligence or accident, damage in transit, virus contamination and loss of data, misuse or abuse, external forces, loss of electrical power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than Pitney Bowes or the use of supplies not meeting Pitney Bowes specifications.

3.0 Term. THE INITIAL TERM OF THIS AGREEMENT SHALL BE A TWELVE (12) MONTH PERIOD OR SUCH LONGER TERM AS MAY BE PROVIDED IN ANY LEASE AGREEMENT RELATING TO THE EQUIPMENT FOR WHICH MAINTENANCE COVERAGE IS PURCHASED PURSUANT TO THIS SLA AND SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TWELVE (12) MONTH PERIODS (OR UNTIL EXPIRATION OR TERMINATION OF THE LEASE AGREEMENT), UNLESS PITNEY BOWES RECEIVES FROM YOU WRITTEN NOTICE OF TERMINATION AT LEAST SIXTY(60) DAYS BEFORE THE END OF THE INITIAL TERM OR THE THEN CURRENT RENEWAL TERM. SUCH NOTICE SHALL BE PROVIDED TO THE FOLLOWING ADDRESS: Pitney Bowes Inc.,

2225 American Drive, Neenah, WI 54956. All amounts invoiced under this SLA are due and payable to Pitney Bowes upon your receipt of each invoice.

4.0 Modification; Termination. Pitney Bowes may, from time to time, change the services provided under this SLA, modify the terms of this SLA, or terminate such services or this SLA, at Pitney Bowes' discretion, with notice to you. If the equipment covered by this Agreement is moved from its original location, Pitney Bowes may elect, in its sole discretion and upon written notice to you, to revise this agreement to delete the on-site response times set forth in Section 2.0. In the event of such a revision, you will receive a pro-rata refund for the remaining term of your agreement reflecting the cost of that additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation. Pitney Bowes will advise you, in such notice, if it believes, in its sole judgment, that any such change in services or modification of terms is material. If you receive notice that any such change in services or modification of terms is material, you may terminate this SLA by delivering to Pitney Bowes written notice of your desire to terminate within thirty (30) days after your receipt of such notice from Pitney Bowes. Any such termination by you shall be effective ten (10) business days after Pitney Bowes' receipt of your notice of termination. Your notice must include your Customer account number and, if applicable, your lease number and be sent to Pitney Bowes, by certified mail, return receipt requested, at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. If you breach any applicable term of this or any other agreement with Pitney Bowes or Pitney Bowes Global Financial Services LLC, Pitney Bowes may immediately terminate this SLA. Pitney Bowes may also recover all expenses incurred in enforcing its rights under this SLA, including reasonable attorneys' fees and interest to the maximum extent permitted by law. If Pitney Bowes no longer offer maintenance service for the Equipment or this SLA is terminated by Pitney Bowes or if you have terminated this SLA as provided in this Section 4.0, Pitney Bowes' sole obligation shall be a pro-rata refund of fees paid for the terminated services except if the termination is due to your breach of this SLA.

5.0 Fees. Adjustments to SLA rates will be made only at renewal time. If your Equipment is regularly operated more than one eight-hour shift per day, five days per week, a surcharge will be added to your annual rate. Pitney Bowes reserves the right not to renew this SLA at any time and for any reason including, but not limited to, age of the Equipment or excessive cycle count, or your refusal to pay any amounts due under this SLA. If any payment under this SLA is not made in full on or before its due date, you shall pay Pitney Bowes' then applicable administrative fee assessed on delinquent accounts, including interest from its due date until paid in full, at the lesser of 1.5% per month or the maximum rate allowed by law. Your signature is our assurance that you have the authority to enter into this SLA. Pitney Bowes' acceptance is signified when its authorized invoice is issued or by its acceptance of your payment.

6.0 Liabilities; Warranty. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PITNEY BOWES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES FURNISHED HEREUNDER. OTHER THAN THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SERVICE LEVEL AGREEMENTS WITH GUARANTEED RESPONSE TIMES UNDER SECTION 11, IN NO EVENT WILL PITNEY BOWES BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES' LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR WARRANTY, OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR EQUIPMENT MAINTENANCE PROVIDED DURING THE 12-MONTH TERM DURING WHICH SUCH LIABILITY AROSE WITH RESPECT TO SUCH SERVICE.

7.0 General For your convenience, if you replace the Equipment covered by this SLA, your coverage will remain in effect on the replacement Pitney Bowes equipment (if the equipment qualifies) at Pitney Bowes' then current annual rate for the replacement equipment. If you acquire an attachment to your covered Equipment or add a unit to a covered integrated system, Pitney Bowes will provide coverage for any qualifying attachment or

unit and adjust your rate accordingly. If you do not elect to continue coverage on the replacement equipment, you may cancel this SLA within 30 days after the date of your initial invoice, and any further maintenance or repair services provided for your Equipment will be subject to Pitney Bowes' then current chargeable rates for maintenance and emergency repair services. You may have additional remedies available under Pitney Bowes' Customer Satisfaction Guarantee Program as established by Pitney Bowes from time to time. In no event (including under the Customer Satisfaction Guarantee Program) will Pitney Bowes be liable for any damages including any lost profits, or other incidental or consequential damages for nonperformance of any obligations under this SLA. This SLA comprises the entire agreement between us with regard to the subject covered, and supersedes all prior statements, understandings and agreements, oral or written, or other documents if they purport to obligate us in any way beyond the terms of this SLA. Purchase orders or any other document that adds to, varies from, or conflicts with these terms are rejected. The terms of any software license agreement or software maintenance agreement between Pitney Bowes and you relating to the Equipment covered under this SLA shall have priority over the terms of this SLA. Pitney Bowes shall not be held responsible or incur any liability for any delay or failure in performance of any part of this SLA to the extent that such delay or failure results from causes beyond its control, including but not limited to fire, flood, explosion, war, terrorism, labor dispute, embargo, government requirement, civil or military authority, natural disasters, or other similar types of situations.

The following terms apply to equipment service level agreements with training and equipment service level agreements with guaranteed response time (as elected on the cover page of the lease). They do not apply to basic equipment service level agreements.

8.0 Training Services. You may receive training during the term of this Agreement at a time mutually agreed upon by both parties. Such training will include an overview to the operator(s) on how to use the Pitney Bowes equipment covered by this Agreement. The number of training sessions that are included as part of the annual fees for your service level agreement are as follows:

a. mail finishing products (which includes meters, scales and certain accounting services equipment) receive twenty four (24) training sessions in each twelve month period

b. mail creation products (which includes tabletop folders, tabletop inserters and address printers and the Documatch® mailing system) receive up to four (4) training sessions in each twelve month period.

9.0 Additional covered items. Printheads for meters, Intellilink® equipment and printers are provided without additional charge.

The following terms apply to equipment service level agreements with guaranteed response time (as elected on the cover page of the lease). They do not apply to basic equipment service level agreements and/or equipment service level agreements with training.

10.0 Preventive Maintenance. Services. Pitney Bowes shall perform preventive maintenance on the Equipment which shall include maintenance of all non-expendable parts, cleaning, lubrication, and adjustments. Preventative Maintenance services shall be performed at regular intervals scheduled in advanced at a time convenient for both parties and based on the manufacturers' recommended preventive maintenance schedules.

11.0 Response time. If Pitney Bowes determines that on-site service is necessary, Pitney Bowes shall use reasonable commercial efforts to have a service technician on-site within four (4) business hours of our receipt of your call to our toll free number in Section 1.0. Pitney Bowes' business hours are Monday through Friday, 8 am to 5 pm in the time zone where the Equipment is located, excluding holidays. You acknowledge, however, that this response time relates solely to the arrival of a technician at your location, and that response time does not indicate the time to resolve a problem. This is not a guarantee of problem resolution during such four (4) hour time period, nor does it guarantee that all parts necessary to make a repair will be on-site within these time frames. In your discretion, you may elect to schedule service at a time outside of the four (4) hour response time set forth herein. Products designated as service by replacement, software maintenance,

preventive maintenance, operator training or other services not essential to restore equipment to a functional condition will be scheduled in advance and are not part of the response times set forth herein.

12.0 Liquidated Damages for Failure to Meet Response Time. Pitney Bowes agrees that if it does not respond to your site within four (4) hours of receipt of the request for service, Pitney Bowes will reimburse you a credit equal to three (3) months of the cost of the premium associated with the cost of the additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation ("Premium") upon your completion of refund form. You may request the refund form from your service technician or by calling the toll free number set forth in
Section 1.0. Pitney Bowes will then review your request for a refund and shall determine whether a credit shall be issued based upon the information provided by you and a review of its own records. The credits set forth herein are limited to credits for two (2) failures to meet the response time obligations in Section 2.0 in any twelve (12) month period.

USPS Acknowledgment of Deposit

By electing to lease or use computerized meter resetting system ("CMRS") meter equipment, you may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into a Postage By Phone® Reserve Account which you maintain at the Bank ("your Reserve Account") or may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank") for the purpose of prepayment of postage on CMRS-equipped meters ("Deposit"). 2. After the effective date of the lease or meter rental agreement between you and PBI, you may, from time to time, make deposits in your Reserve Account or may make Deposits in the Lockbox Bank account identified as: "United States Postal Service CMRS-PB." The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above. 3. Any deposit made by you in your Reserve Account shall be subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account. Any Deposit made by you in such Lockbox Bank account shall be credited by the USPS only for the payment of postage for CMRS equipment. Such Deposits will be held within the Postal Service Fund at the U.S. Treasury and may be commingled with Deposits of other customers. You shall not receive or be entitled to any interest or other income earned on such Deposits. 4. The USPS will provide a refund to you for remaining postage balances in CMRS equipment. The Lockbox Bank will provide a refund to you for deposits otherwise held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual or its successor. 5. The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so PBI can update its records. 6. PBI may deposit funds on your behalf. The USPS will make no advances. Any relationship concerning advances is between you and PBI, PBGFS and/or the Bank. 7. You acknowledge that the terms of this arrangement may be changed, modified, or revoked by the USPS, with appropriate notice. 8. USPS regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual or its successor. You shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit. 9. By engaging in any transaction through the Lockbox Bank, which will have the effect of setting postage through CMRS meter equipment, your activities concerning CMRS are subject to this USPS Acknowledgment of Deposit.

EQUIPMENT GUIDE

DEFINITIONS. "PBI" means Pitney Bowes Inc. "PBGFS" means Pitney Bowes Global Financial Services, LLC. "Bank" means The Pitney Bowes Bank, Inc. "Party" shall mean each of PBI, PBGFS, Bank or you. "You" and "Your" means the customer.

WARRANTY. 1. Warranty. Pitney Bowes Equipment (hereinafter "Equipment"), Rate Software and PROM's are warranted by PBI to be free from defects in material and workmanship and to perform according to their specifications for 90 days from the date of installation. If a defect in material or workmanship or a failure to perform within specifications occurs within the first 90 days after installation, PBI will repair it or, at its option, replace it at no charge. A "defect" does not include the failure of rates embodied in a Rate Update to conform to published rates as a result of carrier rate changes. The performance of services by PBI shall be done in a professional and workmanlike manner. There is no warranty for services and repairs that are made necessary due to negligence or accident, misuse, usage which exceeds manufacturer's recommended usage, damage in transit, virus contamination or loss of data, misuse or abuse, external forces, loss of power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI or the use of supplies not meeting PBI specifications. The warranty does not cover consumable parts or supplies such as belts, ink, ink rollers, sealer and moistener brushes, bulbs, felts and sponges or for parts worn out due to extraordinary use of the Equipment. 2. Disclaimer and limitation on liability. EXCEPT AS STATED ABOVE, PBI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OFMERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PBI WILL NOT BE LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, INCLUDING INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILTY OF SUCH DAMAGES.

INTELLILINK™ SUBSCRIPTION/METER RENTAL. Pursuant to United States Postal Service ("USPS") regulations, PBI must own the IntelliLink™ Control Center or Meter, and you may rent and use it solely for the purpose of processing your mail, provided that you have a valid USPS meter license and you comply with (i) these provisions and (ii) all applicable USPS regulations. Your rights of use and rental shall be coterminous with your Lease ("Initial Term") and may not be cancelled during the Initial Term. You will be billed the subscription or rental fees set forth in your Lease. After the Initial Term, the use and rental provided for herein may be cancelled by either party upon 30 days prior written notice. After termination, you must return the IntelliLink™ Control Center or Meter to PBI in the same condition as you received it, reasonable wear and tear excepted. Your subscription and/or rental fees will not be increased during the Initial Term. After the Initial Term, PBI may increase the subscription and/or rental fees upon 30 days' prior written notice, provided no notice will be given if such increase is being offset by a corresponding reduction in your lease payment. When you receive notice of an increase, you may terminate this use and rental as of the date the increase becomes effective. Your IntelliLink™ Control Center and/or Meter may require periodic rate information updates that you can obtain under our Soft-Guard® program or you will receive individual rate updates as a separate charge. PBI reserves the right to recover or disable the IntelliLink™ Control Center or Meter and/or terminate this use and rental at any time and for any reason. Tampering with or misusing the IntelliLink™ Control Center or Meter is a violation of federal law. You must use only attachments or printing devices authorized by PBI and only supplies meeting PBI's specifications. Consumable supplies and postage are your responsibility. From time to time, we may access or download information remotely from your mailing system equipment powered by Intellilink™ technology to provide us with information about your postage usage amounts and patterns. Such information enables us to provide you with the best customer support and information about other products and services that may be of use to you, and some of the access and/or information may be necessary in order to conduct an inspection as required by USPS regulations. Any individually identifiable information that

we obtain about you in this manner will not be shared by us with any third parties. From time to time, we may elect in our sole discretion to share aggregate data about our customers' postage uses with third parties. Please contact us if you have any questions about these data collection and/or sharing practices. You will notify PBI prior to moving the IntelliLink™ Control Center or Meter to a different location. In order to obtain postage, you must contact PBI's POSTAGE BY PHONE® data center. Postage refill fees, if any, will not increase during the Initial Term but thereafter refill fees may be increased upon 30 days prior written notice. If you participate in any PBI, PBGFS and/or Bank postage advance programs, payment will be advanced on your behalf to USPS, subject to repayment by you under the terms and conditions of the applicable postage advance program and billed separately from your Quarterly Lease Payment. Refunds of unused postage, if any, will be made by USPS in accordance with then current USPS regulations. Your download of postage after receipt of these terms shall be deemed your acceptance.

SOFT-GUARD® SUBSCRIPTION/RATE UPDATES. If the Lease includes a Soft-Guard® subscription, PBI will provide up to 6 Rate Updates during each 12 month period following the date of installation of the applicable Equipment. (The Soft-Guard® subscription is included with all DM Series™ mailing systems with Intellilink® technology.) PBI will provide each Rate Update only if required due to a postal or carrier change in rate, service, Zip Code or zone change. Your Soft-Guard® subscription does not cover any change in rates due to custom rate changes, new classes of carrier service or a change in Zip Code or zone due to Equipment relocation. If your order does not include a Soft-Guard® subscription or if you have received the maximum number of Rate Updates under your Soft-Guard® subscription, PBI will supply automatically Rate Updates at the then-current list price. There will be no charge for Rate Updates supplied within 90 days after the applicable Equipment is first installed. If you do not accept a Rate Update, you must contact PBI within 30 days of your receipt of the Rate Update.

PURCHASE POWER CREDIT LINE. 1. How the Purchase Power Credit Line Works. (a) You may participate in the Purchase Power program, by providing the requisite information contemplated by section 8 below and thereafter ordering meter resets, office supplies, or other services, including carrier billing (a service to effectuate shipping transactions) through the Purchase Power program, (the "Program"). If you subscribe to the EasyPermitPostage® service, you may utilize the Purchase Power credit line to pay for permit postage and associated USPS fees. When you or an employee or agent of yours with express, implied, or apparent authority to do so (an "Authorized User"), places such an order under the Program "on line" by telephone or otherwise, or if you utilize your Purchase Power credit line to pay for permit postage and associated USPS fees, your Purchase Power Account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. (b) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. You will receive a billing statement for each billing cycle in which you have any activity on the Account. You must pay the Account balance under the terms provided herein. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance of the Account under the terms herein. 2. Deferred Payment Terms. By using the Purchase Power program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. The Annual Percentage Rate applicable to the Account will be calculated as follows: the Bank will take the greater of (i) 22% and (ii) the sum of (a) the highest "Prime Rate" published in the "Money Rates" section of the *The Wall Street Journal* on the last business day of the month and (b) the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate. Any change in the

Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of January 31, 2008, the daily periodic rate would be .056693 % and the corresponding annual percentage rate would be 20.75%). The Account balance that is subject to a finance charge each day will include (i) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (ii) unpaid interest, fees, and other charges on the Account. The Bank will charge a minimum finance charge of $1.00 in any billing cycle if the finance charge as calculated above is less than $1.00. Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit line. 3. Account Charges. Unless prohibited by applicable law, you agree to pay such fees and charges of which the Bank has given you notice, as the same may be in effect from time to time, including, without limitation, the fees and charges relating to: (a) transaction fees, if applicable; (b) your failure to pay in a timely manner; (c) your exceeding your credit line; and (d) fees attributable to the return of any checks that you give to the Bank as payment of the Account. Without limiting the generality of the foregoing, if you have subscribed to the EasyPermitPostage® service, you agree to pay a transaction fee in respect of permit postage and associated fees financed through the Account during any billing cycle to the extent that the amount so financed exceeds $1,000, if your subscription is Level 1, $5,000, if your subscription is Level 2, and $10,000, if your subscription is Level 3, which fee shall be .65% of the amount of such excess for such billing cycle. 4. Account Cancellation and Suspension. The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. No cancellation or suspension will affect your obligation to pay any amounts you owe. 5. Enforcement. If you fail to observe the provisions hereof, the Bank may declare the entire Account balance due and payable. If the Bank is required to take collection action or any other legal action related to the Account, you will be responsible for all court and collection costs and reasonable attorneys' fees. 6. Amendments; Termination. The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you. Each time you use the Program, you are signifying your acceptance of the terms and provisions as then in effect. Any amendment will become effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time. The Bank will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program. 7. Miscellaneous. The Bank may accept late payments, partial payments or checks and money orders marked "payment in full" without compromising any rights. The Program and advances thereunder shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law. 8. USA PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, the Bank asks that you provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or such other documents and information that will allow the Bank to identify him/her.

VALUE BASED SERVICES. 1. Fees. If your lease includes Value Based Services, these services will be made available to you through your IntelliLink™ Subscription, and the fees ("Fees") for these services will be included in your Quarterly Lease Payment. Your Fees will not be increased during the Initial Term. After the end of the Initial Term, we may increase the Fees, but we will give you thirty (30) days' prior written notice. When you receive this notice of an increase, you may terminate these services as of the date the increase becomes effective. If at any time you request a change to your Value Based Services, the Fees will be adjusted. 2. Limited Warranty. We warrant that, for a period of ninety (90) days from the date of delivery, the Value Based Services will perform substantially in accordance with their specifications under normal use. This warranty is void if the failure to perform is due to negligence or accident, virus contamination or loss of data, misuse or abuse, external forces, loss of power, power fluctuation, operator error, casualty (such as fire, flood,

or other natural causes), sabotage, repair or attempted repair by anyone other than PBI or the use of supplies not meeting PBI specifications. We are only responsible for maintenance of the performance of the Equipment. Equipment performance will be governed by the warranty terms found in the Equipment Guide. EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE VALUE BASED SERVICES ARE PROVIDED WITHOUT ANY FURTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the disclaimer of implied warranties. Therefore, the above disclaimer may not apply to you. 3. LIMITED LIABILITY. WE WILL NOT BE LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE SERVICES, INCLUDING INCIDENTAL CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 4. Termination. We shall have the right to terminate the services if you breach your obligations hereunder and fail to cure such breach within thirty (30) days after you have been notified in writing of such breach. 5. USPS Provided Services. If one or more of the Value Based Services you selected is provided by the USPS, then the description of those services and the applicable terms for usage can be found in the USPS Domestic Mail Manual as it may be amended from time to time by the USPS. Any fees charged by the USPS for any special service you purchase will be payable by you in the same way that you pay for postage. The USPS is solely responsible for acceptance and processing of customer requests for Value Based Services. We are not responsible for the results of any malfunctions of any part of the communication link (i.e., telephone lines connecting the IntelliLink™ Control Center with the USPS data system). If USPS discontinues a service you have selected, we will discontinue such service automatically.

ENTIRE AGREEMENT. This Equipment Guide constitutes the entire agreement between the parties as to the subjects addressed in this Equipment Guide, and representations or statements, both oral and written, not included herein are not binding on the parties.

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2009

On this the 17th day of March, 2009 at a regular session of Commissioners' Court with the following present:

County Judge
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

Now, therefore, be it resolved upon the motions of Commissioner Prestage and seconded by Commissioner Meyers, duly put and carried, it is ordered that the bills be approved in the amount up to $ 6,537,193.92 as presented by Robert Ed Sturdivant, County Auditor.

*******APPROVED*******

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

Fort Bend County

Scheduled Disbursements for March 17, 2009

Except as indicated all checks will be released after Commissioners' Court on March 17, 2009

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/16/2009	CO CLK/DIST CLERK	21ST MORTGAGE CORP	5.00		Note: 1
03/10/2009	SUPPLIER	2M BUSINESS PRODUCTS, INC	55.80	59,864.19	
03/17/2009	SUPPLIER	2M BUSINESS PRODUCTS, INC	6,285.25	66,149.44	
03/10/2009	SUPPLIER	A & F ELEVATOR COMPANY, INC	675.00	3,375.00	
03/17/2009	SUPPLIER	'A' (ALPHA) RADIATOR SERVICE	2,250.00	2,250.00	
03/17/2009	SUPPLIER	A J FOYT PAINT & SUPPLIES	152.00	379.79	
03/10/2009	SUPPLIER	A M AUTOMOTIVE	150.00	3,875.00	
03/17/2009	SUPPLIER	A M AUTOMOTIVE	250.00	4,125.00	
03/10/2009	SUPPLIER	ACCURINT	373.70	4,260.30	
03/17/2009	SUPPLIER	ACESCAPES	1,182.00	1,182.00	
03/10/2009	SUPPLIER	ACETYLENE OXYGEN COMPANY	41.52	1,276.36	
03/17/2009	SUPPLIER	ACETYLENE OXYGEN COMPANY	123.87	1,400.23	
03/10/2009	SUPPLIER	ACS STATE HEALTHCARE, LLC	108.00	408.50	
03/17/2009	SUPPLIER	ACTION CLEANING EQUIPMENT, INC	189.00	950.60	
03/09/2009	CO CLK/DIST CLERK	ADAIR, KENNETH GENE JR	712.50		Note: 1
03/17/2009	INDIGENT DEFENSE	ADAMS, GLENDON BRYAN	1,275.00	9,325.00	
03/17/2009	SUPPLIER	ADDISON, CANTRECE A	271.76	505.07	
03/10/2009	SUPPLIER	ADVANCE SAFE AND LOCK	127.13	1,828.04	
03/17/2009	SUPPLIER	ADVANCE SAFE AND LOCK	35.80	1,863.84	
03/10/2009	SUPPLIER	ADVANCE'D TEMPORARIES, INC	4,872.03	417,630.15	
03/17/2009	SUPPLIER	ADVANCE'D TEMPORARIES, INC	7,408.11	425,038.26	
03/17/2009	SUPPLIER	AFC CORPORATE TRANSPORTATION	164,376.89	770,507.63	
03/10/2009	SUPPLIER	AGUILAR, PRISCILLA CRUZ	3,589.40	24,619.35	
03/17/2009	SUPPLIER	AGUILAR, PRISCILLA CRUZ	258.50	24,877.85	
03/16/2009	CO CLK/DIST CLERK	AHI SUPPLY	35.00		Note: 1
03/10/2009	SUPPLIER	AIRGAS HOUSTON	1,178.11	6,915.67	
03/12/2009	CO CLK/DIST CLERK	AKAMO,KAYODE	2,950.00		Note: 1
03/13/2009	EE BEN/PAYROLL	ALABAMA CHILD SUPPORT	207.86		Note: 2
03/10/2009	SUPPLIER	ALAMO IRON WORKS, INC	137.95	5,548.50	
03/17/2009	INDIGENT DEFENSE	ALCOCER, MANUELA	3,000.00	13,320.00	
03/05/2009	TOLL ROAD	ALLEN BOONE HUMPHRIES	22,384.13		Note: 5
03/06/2009	TOLL ROAD	ALLEN BOONE HUMPHRIES	160.00		Note: 5
03/10/2009	EMPLOYEE REIMB.	ALLEN, SAN JUANITA	29.26	176.03	
03/10/2009	SUPPLIER	ALLIED HEALTH SERVICES	41,243.25	187,652.00	
03/17/2009	SUPPLIER	ALLIED WASTE SERVICES, 853	99.00	2,155.06	
03/10/2009	SUPPLIER	ALL-RIGHT MOWERS	46.50	1,223.31	
03/17/2009	SUPPLIER	ALL-RIGHT MOWERS	123.99	1,347.30	
03/10/2009	EMPLOYEE REIMB.	ALVARADO, GRASIE	63.42	63.42	
03/10/2009	ONE TIME VENDOR	ALVARADO, OFRECINA	122.50	122.50	
03/10/2009	SUPPLIER	AMADIS CONSULTANTS, LLP	5,655.00	71,640.00	
03/10/2009	SUPPLIER	AMBASSADORS INTERNATIONAL INC	918.00	1,579.97	Note: 3
03/10/2009	SUPPLIER	AMBASSADORS INTERNATIONAL INC	661.97	2,241.94	Note: 3
03/10/2009	SUPPLIER	AMBIT ENERGY L P	150.00	1,973.81	Note: 3
03/12/2009	CO CLK/DIST CLERK	AMEGY BANK	5,731.05		Note: 1
03/10/2009	SUPPLIER	AMERICAN ASSOCIATION	95.94	2,443.54	
03/17/2009	SUPPLIER	AMERICAN ASSOCIATION	95.94	2,539.48	
03/17/2009	SUPPLIER	AMERICAN ASSOCIATION OF FAMILY	395.00	395.00	
03/13/2009	EE BEN/PAYROLL	AMERICAN FAMILY LIFE INSUR	13,952.85		Note: 2
03/10/2009	SUPPLIER	AMERICAN HAT COMPANY	165.00	768.00	
03/13/2009	EE BEN/PAYROLL	AMERICAN HERITAGE LIFE INS	1,252.75		Note: 2
03/10/2009	SUPPLIER	AMERICAN MARBLE MOSAIC CO.	380.00	380.00	
03/10/2009	SUPPLIER	AMERICAN MATERIALS	1,540.89	293,448.71	
03/17/2009	SUPPLIER	AMERICAN MATERIALS	14,323.70	307,772.41	
03/10/2009	SUPPLIER	AMERICAN MESSAGING SERVICES	378.73	3,944.57	
03/17/2009	SUPPLIER	AMERICAN SALES AND SERVICE	205.00	205.00	
03/10/2009	SUPPLIER	AMERICAN STEEL AND SUPPLY, INC	1,300.40	3,449.36	
03/17/2009	SUPPLIER	AMERICAN STEEL AND SUPPLY, INC	352.40	3,801.76	
03/10/2009	SUPPLIER	AMERICAN TIRE DISTRIBUTORS INC	1,002.10	31,468.18	
03/16/2009	CO CLK/DIST CLERK	AMERICA'S SERVICING COMPANY	5.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	AMERIPOINT TITLE	5.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	AMERIPOINT TITLE HOUSTON	8.00		Note: 1
03/17/2009	SUPPLIER	AMMON ANALYTICAL LABS, LLC	1,728.00	7,580.16	
03/09/2009	CO CLK/DIST CLERK	ANDREASON, KURT	950.00		Note: 1

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/17/2009	SUPPLIER	ARCHER CHRYSLER- JEEP, INC	1,567.50	4,260.08	
03/10/2009	SUPPLIER	ARENA COUNSELING CENTER, INC	2,120.00	6,580.00	
03/17/2009	INDIGENT DEFENSE	ARZU, FRANCES	625.00	15,065.00	
03/10/2009	INDIGENT DEFENSE	ASHFORD, ERIC	712.50	17,902.50	
03/10/2009	SUPPLIER	AT & T	15,932.35	575,745.44	
03/10/2009	SUPPLIER	AT & T	365.47	576,110.91	
03/17/2009	SUPPLIER	AT & T	68,817.83	644,563.27	
03/17/2009	SUPPLIER	AT ROAD, INC	119.85	719.10	
03/10/2009	SUPPLIER	AUTO TRUCK APPRAISERS, INC	105.00	2,976.00	
03/10/2009	SUPPLIER	AUTO TRUCK APPRAISERS, INC	339.00	2,976.00	
03/17/2009	SUPPLIER	AUTO TRUCK APPRAISERS, INC	173.00	3,149.00	
03/17/2009	EMPLOYEE REIMB.	AVERY, BENITA	24.20	117.71	
03/10/2009	SUPPLIER	AXELRAD, A DAVID MD	2,300.00	24,127.70	
03/17/2009	SUPPLIER	AXELRAD, A DAVID MD	2,000.00	26,127.70	
03/10/2009	SUPPLIER	AYALA, ESMERALDA	50.00	100.00	Note: 3
03/10/2009	SUPPLIER	BADO EQUIPMENT SERVICE CO, INC	34.46	39,100.35	
03/16/2009	CO CLK/DIST CLERK	BALCOM LAW FIRM PC	5.00		Note: 1
03/17/2009	EMPLOYEE REIMB.	BANISTER, MATTHEW	745.42	745.42	
03/17/2009	EMPLOYEE REIMB.	BAO, JULING	1,095.93	1,380.72	
03/10/2009	SUPPLIER	BARRIER EQUIPMENT, INC	2,735.00	2,735.00	
03/10/2009	EMPLOYEE REIMB.	BARTON, BARBARA	28.60	249.09	
03/10/2009	INDIGENT DEFENSE	BATCHAN, JOHN W JR	1,800.00	20,090.00	
03/17/2009	INDIGENT DEFENSE	BATCHAN, JOHN W JR	900.00	20,990.00	
03/16/2009	CO CLK/DIST CLERK	BEAUMONT RICE MILLS INC	48.00		Note: 1
03/17/2009	SUPPLIER	BECK DISASTER RECOVERY, INC	153,754.00	3,199,993.50	
03/10/2009	EMPLOYEE REIMB.	BERGER, JOYCE	7.15	14.76	
03/12/2009	CO CLK/DIST CLERK	BERING,HAROLD	4,950.00		Note: 1
03/10/2009	SUPPLIER	BESAM AUTOMATED ENTRANCE	166.41	1,551.87	
03/17/2009	GRANT REFUND	BILL AND MELINDA GATES	22.18	22.18	
03/17/2009	SUPPLIER	BILLY'S PLUMBING, INC	813.50	2,590.12	
03/10/2009	SUPPLIER	BIRD, ROBERT	60.00	1,086.00	
03/17/2009	SUPPLIER	BISON PROFAB	132.96	10,763.08	
03/17/2009	INDIGENT DEFENSE	BLACK, KATHLEEN J	360.00	17,952.50	
03/10/2009	SUPPLIER	BLUE CROSS AND BLUE SHIELD	123.75	6,332.56	
03/10/2009	SUPPLIER	BLUE CROSS AND BLUE SHIELD	225.20	6,557.76	
03/10/2009	SUPPLIER	BLUE CROSS AND BLUE SHIELD	382.50	6,940.26	
03/10/2009	SUPPLIER	BLUE RIBBON LEGAL, LLC	253.15	424.50	
03/10/2009	SUPPLIER	BLUE RIBBON LEGAL, LLC	171.35	424.50	
03/10/2009	SUPPLIER	BLUE RIDGE WEST MUD	128.65	708.11	
03/10/2009	SUPPLIER	BLUES POLICE NEWSPAPER	175.00	525.00	
03/17/2009	SUPPLIER	BOB BARKER COMPANY, INC	7,861.80	17,421.48	
03/10/2009	SUPPLIER	BOBCAT OF HOUSTON	117.20	233.21	
03/09/2009	CO CLK/DIST CLERK	BONNER, CHRISTOPHER DEMOND	33.00		Note: 1
03/10/2009	INDIGENT DEFENSE	BOOKER, KEYSHA L	5,100.00	26,574.50	
03/10/2009	SUPPLIER	BOON-CHAPMAN BENEFIT	1,044.00	1,215,768.04	
03/10/2009	SUPPLIER	BOSWORTH PAPERS, INC	392.75	10,064.97	
03/10/2009	SUPPLIER	BOUND TREE MEDICAL LLC	30.24	131,411.17	
03/17/2009	SUPPLIER	BOUND TREE MEDICAL LLC	2,993.73	134,404.90	
03/17/2009	SUPPLIER	BRAESWOOD OCCUPATIONAL CLINIC	780.00	2,914.90	
03/10/2009	SUPPLIER	BRANHAM PUBLISHING CO	318.60	318.60	
03/10/2009	EMPLOYEE REIMB.	BRAUN, JEFF	357.13	1,040.06	
03/17/2009	SUPPLIER	BRAZORIA CO ALCOHOLIC RECOVERY	6,785.00	81,892.00	
03/10/2009	SUPPLIER	BRENHAM WHOLESALE GROCERY CO	347.60	114,562.06	
03/17/2009	SUPPLIER	BRENHAM WHOLESALE GROCERY CO	8,450.61	123,012.67	
03/16/2009	CO CLK/DIST CLERK	BREWER PRITCHARD	5.00		Note: 1
03/13/2009	EE BEN/PAYROLL	BRIDGES, JESICA	92.31		Note: 2
03/10/2009	EMPLOYEE REIMB.	BRITTAIN, DANA	8.25	51.61	
03/10/2009	SUPPLIER	BRODART CO	24,244.09	212,625.86	
03/17/2009	SUPPLIER	BROOKSTONE, LP	737,860.83	1,842,881.26	
03/10/2009	SUPPLIER	BROWN & ASSOC MEDICAL LABS	87.64	4,318.75	
03/05/2009	TOLL ROAD	BROWN AND GAY ENGINEERS, I	6,477.50		Note: 5
03/17/2009	EMPLOYEE REIMB.	BROWN, SALLY R	72.49	364.95	
03/10/2009	EMPLOYEE REIMB.	BROWNING, SUSAN	8.25	76.11	
03/09/2009	CO CLK/DIST CLERK	BRYANT, GEORGE	44.00		Note: 1
03/10/2009	INDIGENT DEFENSE	BRYANT, KEN	675.00	32,075.00	
03/17/2009	INDIGENT DEFENSE	BRYANT, KEN	300.00	32,375.00	
03/17/2009	INDIGENT DEFENSE	BURNETT, SHEILA	500.00	12,795.00	
03/17/2009	SUPPLIER	BY DESIGN	210.00	255.00	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/17/2009	SUPPLIER	C P OAKLEY LP	4,305.00	30,135.00	
03/17/2009	EMPLOYEE REIMB.	CALHOUN, JOAN	113.30	346.78	
03/17/2009	SUPPLIER	CALLS R US ANSWERING SERVICE	65.00	325.00	
03/10/2009	EMPLOYEE REIMB.	CANTU, CATHY	62.87	62.87	
03/17/2009	SUPPLIER	CANTU, SYNTHIA S	144.00	1,200.00	
03/17/2009	SUPPLIER	CAPPS RENT-A-CAR, INC	1,240.00	7,440.00	
03/10/2009	INDIGENT DEFENSE	CARDEN, MARTIN D	337.50	1,987.50	
03/16/2009	CO CLK/DIST CLERK	CAROLYN MOORE BAKER	14.00		Note: 1
03/05/2009	CO CLK/DIST CLERK	CARSON, JEFERY F	5.00		Note: 1
03/17/2009	INDIGENT DEFENSE	CARTER, JEFFREY	1,428.00	8,542.53	
03/05/2009	TOLL ROAD	CARTER-BURGESS, INC	12,327.61		Note: 5
03/17/2009	SUPPLIER	CARTER-BURGESS, INC	816.35	174,674.37	
03/17/2009	SUPPLIER	CASTEEL AUTOMATIC	656.00	656.00	
03/17/2009	SUPPLIER	CDS EVENTS	690.00	690.00	
03/10/2009	INDIGENT DEFENSE	CEASER, KENDRIC	3,600.00	91,628.00	
03/17/2009	INDIGENT DEFENSE	CEASER, KENDRIC	400.00	92,028.00	
03/10/2009	SUPPLIER	CENTERPOINT ENERGY	742.02	21,351.08	Note: 3
03/17/2009	SUPPLIER	CENTERPOINT ENERGY	921.97	22,273.05	
03/10/2009	SUPPLIER	CENTERPOINT ENERGY ENTEX	177.40	194,850.95	Note: 3
03/17/2009	SUPPLIER	CENTERPOINT ENERGY ENTEX	572.82	195,423.77	
03/10/2009	SUPPLIER	CENTRAL HARDWARE NO 2, LLC	759.17	7,482.88	
03/17/2009	SUPPLIER	CENTRAL HARDWARE NO 2, LLC	135.50	7,618.38	
03/05/2009	CO CLK/DIST CLERK	CERDA, REBEKAH	1,331.99		Note: 1
03/17/2009	EMPLOYEE REIMB.	CERVENKA, IRENE	51.81	51.81	
03/17/2009	SUPPLIER	CHAMBERLAIN, HRDLICKA, WHITE,	8,301.00	13,812.50	
03/05/2009	TOLL ROAD	CHAMPION ENERGY SERVICES,	14,098.80		Note: 5
03/10/2009	EMPLOYEE REIMB.	CHANG, SHUH-HWEI	7.15	14.30	
03/16/2009	CO CLK/DIST CLERK	CHARTWAY FEDERAL CREDIT UNION	5.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	CHERNOSKY SMITH RESSLING &	5.00		Note: 1
03/17/2009	SUPPLIER	CHEROKEE COUNTY	412.00	1,341.00	
03/17/2009	SUPPLIER	CHILD ADVOCATES OF FT BEND CO	6,086.44	45,654.66	
03/13/2009	EE BEN/PAYROLL	CHILD SUPPORT SPECIALISTS,	80.76		Note: 2
03/10/2009	EMPLOYEE REIMB.	CHILDERS, CAROLYN J	36.43	346.63	
03/10/2009	SUPPLIER	CHOICEPOINT SERVICES INC	100.00	500.00	
03/17/2009	SUPPLIER	CHRISTAL VISION, INC.	7,473.00	7,473.00	
03/10/2009	SUPPLIER	CHRISTUS SPOHN HOSPITAL	423.36	423.36	
03/10/2009	SUPPLIER	CINCO MUD 12	231.00	1,614.15	
03/10/2009	SUPPLIER	CINGULAR WIRELESS	2,103.38	72,240.01	
03/17/2009	SUPPLIER	CINGULAR WIRELESS	9,123.32	81,363.33	
03/10/2009	SUPPLIER	CIRRO ENERGY	150.00	150.00	Note: 3
03/10/2009	SUPPLIER	CITY OF ARCOLA	78,149.70	78,149.70	
03/17/2009	SUPPLIER	CITY OF ARCOLA	1,602.09	79,751.79	
03/17/2009	SUPPLIER	CITY OF BEASLEY	901.94	901.94	
03/17/2009	SUPPLIER	CITY OF FULSHEAR	1,094.56	2,782.59	
03/17/2009	SUPPLIER	CITY OF HOUSTON, WATER DEPT	51,189.67	53,885.25	
03/17/2009	SUPPLIER	CITY OF KATY	1,359.03	3,462.83	
03/17/2009	SUPPLIER	CITY OF KENDLETON	712.38	2,728.52	
03/17/2009	SUPPLIER	CITY OF MEADOWS PLACE	7,509.05	7,509.05	
03/17/2009	SUPPLIER	CITY OF MISSOURI CITY	72,490.16	72,490.16	
03/10/2009	SUPPLIER	CITY OF NEEDVILLE	194.30	29,256.93	
03/17/2009	SUPPLIER	CITY OF NEEDVILLE	3,988.42	33,245.35	
03/17/2009	SUPPLIER	CITY OF ORCHARD	623.72	623.72	
03/10/2009	SUPPLIER	CITY OF RICHMOND	28,257.86	390,545.38	
03/10/2009	SUPPLIER	CITY OF RICHMOND	1,260.00	390,545.38	
03/17/2009	SUPPLIER	CITY OF RICHMOND	16,939.70	407,485.08	
03/10/2009	SUPPLIER	CITY OF ROSENBERG	1,121.74	116,654.20	
03/17/2009	SUPPLIER	CITY OF ROSENBERG	36,754.91	153,409.11	
03/17/2009	SUPPLIER	CITY OF SIMONTON	1,097.62	1,097.62	
03/17/2009	SUPPLIER	CITY OF STAFFORD	23,497.89	45,821.59	
03/10/2009	SUPPLIER	CITY OF SUGAR LAND	82.88	180,794.27	
03/10/2009	SUPPLIER	CITY OF SUGAR LAND	165.75	180,960.02	
03/17/2009	SUPPLIER	CITY OF SUGAR LAND	97,742.05	278,536.32	
03/10/2009	SUPPLIER	CJM TRUCKING AND SOILS	2,071.00	4,288.55	
03/10/2009	VISITING JUDGE	CLARK, A REAGAN	534.62	1,911.82	
03/10/2009	SUPPLIER	CLINICAL PATHOLOGY LABS, INC	349.50	349.50	
03/10/2009	SUPPLIER	CLM EQUIPMENT CO, INC	457.01	194,047.08	
03/10/2009	EMPLOYEE REIMB.	CLOUSER, JOEL C	300.49	300.49	
03/17/2009	SUPPLIER	CNA SURETY	142.00	561.75	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/10/2009	SUPPLIER	COASTAL BUTANE SERVICE CO	1,570.00	10,393.00	
03/17/2009	SUPPLIER	COASTAL BUTANE SERVICE CO	791.00	11,184.00	
03/12/2009	CO CLK/DIST CLERK	COLE,RICHARD M III	11.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	COLLIN COUNTY CONST PCT 4	65.00		Note: 1
03/13/2009	EE BEN/PAYROLL	COLONIAL LIFE AND ACCIDENT	4,599.12		Note: 2
03/13/2009	EE BEN/PAYROLL	COMMONWEALTH OF MASSACHUSE	407.50		Note: 2
03/10/2009	SUPPLIER	COMPACT DISC SOURCE	1,142.86	4,652.65	
03/10/2009	SUPPLIER	COMPRISE TECHNOLOGIES INC	8,990.75	20,156.75	
03/17/2009	SUPPLIER	COMPUTERIZED FLEET ANALYSIS	600.00	4,000.00	
03/05/2009	TOLL ROAD	CONDREY, JIM	150.00		Note: 5
03/05/2009	CO CLK/DIST CLERK	CONNELL HUGHES MORRIS LLC	22.00		Note: 1
03/10/2009	SUPPLIER	CONSOLIDATED COMMUNICATIONS	649.56	9,497.87	
03/17/2009	SUPPLIER	CONSOLIDATED COMMUNICATIONS	749.81	10,247.68	
03/10/2009	EMPLOYEE REIMB.	COPELAND, HARLEEN	7.15	7.15	
03/16/2009	CO CLK/DIST CLERK	CORNERSTONE MORTGAGE COMPANY	20.00		Note: 1
03/10/2009	SUPPLIER	CORPORATE EXPRESS IMAGING	1,473.78	35,407.14	
03/17/2009	SUPPLIER	CORPORATE EXPRESS IMAGING	606.19	36,013.33	
03/10/2009	INDIGENT DEFENSE	CORTES, EDUARDO	700.00	19,337.50	
03/17/2009	SUPPLIER	COUNTY JUDGES & COMMISSIONERS	2,100.00	2,100.00	
03/17/2009	SUPPLIER	COURT HARDWARE CO, INC	14.98	113.23	
03/17/2009	EMPLOYEE REIMB.	COX, JOE	26.15	405.74	
03/17/2009	INDIGENT DEFENSE	COX, LEE D	825.00	16,552.50	
03/05/2009	TOLL ROAD	CRAIG & HEIDT INC	14,620.00		Note: 5
03/16/2009	CO CLK/DIST CLERK	CRAMER FINANCIAL GROUP INC	5.00		Note: 1
03/17/2009	SUPPLIER	CROP PRODUCTION SERVICES	15,909.00	15,909.00	
03/10/2009	SUPPLIER	CROWNE PLAZA AUSTIN HOTEL AND	136.85	136.85	
03/17/2009	SUPPLIER	D AND S TRUCK PARTS	170.15	5,769.28	
03/16/2009	CO CLK/DIST CLERK	DALE GIBSON	25.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 1	60.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	110.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	60.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 5	70.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	DALLAS COUNTY CONST PCT 6	70.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	DANIEL C PAPPAS PC	5.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	DAVID W SHOWALTER	5.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	DAVID W SHOWALTER	112.00		Note: 1
03/10/2009	SUPPLIER	DAVIDSON, COLIN	180.00	2,645.00	Note: 3
03/10/2009	SUPPLIER	DAVIS BROTHERS AUTO SUPPLY	1,117.78	6,922.83	
03/17/2009	SUPPLIER	DAVIS BROTHERS AUTO SUPPLY	113.84	7,036.67	
03/17/2009	EMPLOYEE REIMB.	DAVIS, RUBEN	150.00	150.00	
03/09/2009	CO CLK/DIST CLERK	DAY, TERRI	475.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	DAY, TERRI	475.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	DAY, TERRI	475.00		Note: 1
03/10/2009	SUPPLIER	DELEGARD TOOL COMPANY	84.62	5,885.76	
03/17/2009	SUPPLIER	DELL MARKETING L.P.	1,795.57	452,260.43	
03/17/2009	EMPLOYEE REIMB.	DENNEY, BRUCE	52.27	52.27	
03/17/2009	INDIGENT DEFENSE	DENNIS, KATHRYN	650.00	2,925.00	
03/10/2009	SUPPLIER	DEPARTMENT OF STATE HEALTH	37.00	3,144.00	Note: 3
03/16/2009	CO CLK/DIST CLERK	DHI TITLE OF CENTRAL TEXAS	21.00		Note: 1
03/10/2009	INDIGENT DEFENSE	DIAZ, MICHAEL C	1,237.50	21,287.50	
03/17/2009	INDIGENT DEFENSE	DIAZ, MICHAEL C	3,668.00	24,955.50	
03/10/2009	SUPPLIER	DICK'S AUTO ELECTRIC	269.00	2,907.00	
03/10/2009	SUPPLIER	DIRECT ENERGY, L P	1,147.86	13,792.25	Note: 3
03/17/2009	SUPPLIER	DIRECT TV	76.98	513.06	
03/17/2009	INDIGENT DEFENSE	DISHER, DAVID A	300.00	3,475.00	
03/17/2009	SUPPLIER	DITTERT RUBBER STAMP, LTD	22.66	2,659.93	
03/10/2009	EMPLOYEE REIMB.	DITTRICH, PATRICIA	29.70	265.78	
03/10/2009	INDIGENT DEFENSE	DOGGETT, KASEY	150.00	5,235.00	
03/16/2009	CO CLK/DIST CLERK	DON D FORD III	25.00		Note: 1
03/10/2009	SUPPLIER	DOOR AUTOMATION, INC	335.80	335.80	
03/17/2009	INDIGENT DEFENSE	DUCKETT, TONY K	940.00	2,845.00	
03/17/2009	EMPLOYEE REIMB.	DURBIN, CYNTHIA	286.79	540.31	
03/10/2009	SUPPLIER	DZIERZANOWSKI, CHAD D	313.42	3,475.10	
03/10/2009	SUPPLIER	DZOBA, MICHAEL	2,325.00	5,575.00	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/13/2009	EE BEN/PAYROLL	EDFUND-ACCOUNTS RECEIVABLE	161.58		Note: 2
03/05/2009	CO CLK/DIST CLERK	EDWARDS, DAMON	55.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	EDWARDS,DAMON	55.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	EDWARDS,DAMON	110.00		Note: 1
03/10/2009	SUPPLIER	ELITE PRINTING	167.00	587.42	
03/09/2009	CO CLK/DIST CLERK	ELLIS, MARK II	475.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	ELLIS, MARK II	712.50		Note: 1
03/09/2009	CO CLK/DIST CLERK	ELLIS, MARK II	475.00		Note: 1
03/17/2009	SUPPLIER	ELLISON EDUCATIONAL EQUIP INC	1,107.70	1,563.50	
03/17/2009	SUPPLIER	EMBASSY SUITES-OUTDOOR WORLD	801.92	801.92	
03/16/2009	CO CLK/DIST CLERK	ENTERPRISE BANK	5.00		Note: 1
03/17/2009	INDIGENT DEFENSE	EPO, JAMES F	400.00	950.00	
03/10/2009	SUPPLIER	ERICSON BOOKS	336.00	365.00	
03/10/2009	SUPPLIER	ESP OFFICE SOLUTIONS, LLC	6,384.02	143,501.80	
03/17/2009	SUPPLIER	ESP OFFICE SOLUTIONS, LLC	3,617.00	147,118.80	
03/10/2009	SUPPLIER	EVANS CONSTRUCTION COMPANY	2,000.00	302,730.40	
03/17/2009	SUPPLIER	EVANS CONSTRUCTION COMPANY	25,000.00	327,730.40	
03/16/2009	CO CLK/DIST CLERK	EVELYN CAROLINA HENRIQUEZ	130.00		Note: 1
03/10/2009	INDIGENT DEFENSE	FADEN, CARY M	5,800.00	61,930.00	
03/13/2009	EE BEN/PAYROLL	FAMILY SUPPORT REGISTRY	139.96		Note: 2
03/17/2009	INDIGENT DEFENSE	FAUCETT, MARK	1,400.00	8,975.00	
03/05/2009	CO CLK/DIST CLERK	FBC CSCD	176.50		Note: 1
03/05/2009	CO CLK/DIST CLERK	FBC CSCD	25.00		Note: 1
03/05/2009	CO CLK/DIST CLERK	FBC CSCD	25.00		Note: 1
03/05/2009	CO CLK/DIST CLERK	FBC CSCD	25.00		Note: 1
03/05/2009	CO CLK/DIST CLERK	FBC CSCD	25.00		Note: 1
03/05/2009	CO CLK/DIST CLERK	FBC CSCD	15.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	FBC CSCD	75.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	FBC CSCD	25.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	FBC CSCD	300.00		Note: 1
03/13/2009	EE BEN/PAYROLL	FBC EMPLOYEE BENEFIT FUND	121,931.55		Note: 2
03/13/2009	EE BEN/PAYROLL	FBC SECTION 125	19,769.15		Note: 2
03/16/2009	CO CLK/DIST CLERK	FC HOLDINGS INC	5.00		Note: 1
03/10/2009	SUPPLIER	FILTERA	940.97	2,093.74	
03/10/2009	SUPPLIER	FINNEGAN CHRYSLER JEEP DODGE	613.99	2,578.32	
03/10/2009	SUPPLIER	FIRST CHOICE POWER, INC	150.00	7,507.90	Note: 3
03/16/2009	CO CLK/DIST CLERK	FIRST COMMUNITY BANK	15.00		Note: 1
03/10/2009	INDIGENT DEFENSE	FITT SERVICES INC	4,740.00	4,740.00	
03/10/2009	SUPPLIER	FLEET SAFETY EQUIPMENT, INC	449.00	68,518.65	
03/17/2009	SUPPLIER	FLEET SAFETY EQUIPMENT, INC	718.00	69,236.65	
03/17/2009	SUPPLIER	FLOWERS BAKING COMPANY	1,420.66	20,063.78	
03/17/2009	EMPLOYEE REIMB.	FLOYD, KARL	50.90	538.80	
03/09/2009	CO CLK/DIST CLERK	FOREST, ROSE F	475.00		Note: 1
03/10/2009	INDIGENT DEFENSE	FORLANO, FREDERICK	8,230.00	16,955.00	
03/10/2009	SUPPLIER	FORT BEND BATTERY/GOLF CARTS	268.97	6,899.97	
03/17/2009	SUPPLIER	FORT BEND BODY SHOP	4,482.01	61,080.23	
03/17/2009	SUPPLIER	FORT BEND CENTRAL	217,707.00	473,399.25	
03/10/2009	SUPPLIER	FORT BEND CHAMBER OF COMMERCE	60.00	12,100.00	
03/10/2009	SUPPLIER	FORT BEND CO WCID 2	338.56	2,396.14	
03/10/2009	SUPPLIER	FORT BEND COMMUNITY	5,799.53	147,266.78	
03/12/2009	CO CLK/DIST CLERK	FORT BEND COUNTY	1,967.87		Note: 1
03/12/2009	CO CLK/DIST CLERK	FORT BEND COUNTY	89.26		Note: 1
03/17/2009	EE BEN/PAYROLL	FORT BEND COUNTY	9,834.89	24,946.06	
03/13/2009	EE BEN/PAYROLL	FORT BEND COUNTY CHILD SUP	166.36		Note: 2
03/05/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	3,000.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	21.52		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	225.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	15.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	285.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	500.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	475.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	500.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	456.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	500.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	500.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	667.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	37.50		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	50.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	37.50		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	500.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	500.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	35.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	122.03		Note: 1
03/16/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	6.16		Note: 1
03/16/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	468.50		Note: 1
03/16/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	843.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	157.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	25.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	FORT BEND COUNTY CLERK	267.50		Note: 1
03/13/2009	EE BEN/PAYROLL	FORT BEND COUNTY DEPUTY	2,550.40		Note: 2
03/05/2009	CO CLK/DIST CLERK	FORT BEND COUNTY DISTRICT	20.00		Note: 1
03/05/2009	CO CLK/DIST CLERK	FORT BEND COUNTY DISTRICT	13.03		Note: 1
03/12/2009	CO CLK/DIST CLERK	FORT BEND COUNTY DISTRICT	12.50		Note: 1
03/12/2009	CO CLK/DIST CLERK	FORT BEND COUNTY DISTRICT	50.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	FORT BEND COUNTY DISTRICT	50.00		Note: 1
03/10/2009	SUPPLIER	FORT BEND FAMILY HEALTH CENTER	203.73	231.39	Note: 3
03/10/2009	SUPPLIER	FORT BEND HERALD	417.35	5,184.49	Note: 3
03/17/2009	SUPPLIER	FORT BEND HERALD	259.20	5,443.69	
03/10/2009	SUPPLIER	FORT BEND HYDRAULICS INC	3,029.84	20,531.53	
03/17/2009	SUPPLIER	FORT BEND HYDRAULICS INC	915.45	21,446.98	
03/10/2009	SUPPLIER	FORT BEND MECHANICAL, LTD	5,800.00	75,648.68	
03/17/2009	SUPPLIER	FORT BEND REGIONAL COUNCIL ON	50,414.00	233,499.00	
03/17/2009	SUPPLIER	FORT BEND SERVICES, INC	180.25	901.25	
03/17/2009	SUPPLIER	FORT BEND/SOUTHWEST STAR	396.00	3,610.50	
03/17/2009	INDIGENT DEFENSE	FOSTER LAW FIRM	975.00	8,112.50	
03/10/2009	SUPPLIER	FOX AND BUBELA, INC	18,000.00	32,000.00	
03/10/2009	INDIGENT DEFENSE	FRALEY, FRANK J	1,650.00	16,675.00	
03/10/2009	SUPPLIER	FRANKLIN COUNTY GENEALOGY SOC.	374.00	374.00	
03/17/2009	INDIGENT DEFENSE	FRANKS, ROBERT D	945.00	8,967.50	
03/10/2009	SUPPLIER	FRESQUEZ, LYNDA J	500.00	4,650.00	
03/09/2009	CO CLK/DIST CLERK	FRIAS, ELSA R	1,450.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	FROST NATIONAL BANK	5.00		Note: 1
03/17/2009	EMPLOYEE REIMB.	FRY, SANDRA	734.37	2,116.00	
03/10/2009	SUPPLIER	FUTURE COM LTD	8,653.00	16,183.00	
03/10/2009	SUPPLIER	G & C BUILDING MAINTENANCE	6,393.92	55,779.43	
03/10/2009	SUPPLIER	G AND K SERVICES	1,030.23	39,442.06	
03/17/2009	SUPPLIER	G AND K SERVICES	2,474.74	41,916.80	
03/10/2009	SUPPLIER	G T DISTRIBUTORS, INC	259.92	29,052.74	
03/17/2009	SUPPLIER	G T DISTRIBUTORS, INC	833.00	29,885.74	
03/10/2009	SUPPLIER	GALE, LETOSHA MD	6,500.00	39,000.00	
03/10/2009	SUPPLIER	GEXA ENERGY CORP	267.47	1,237,152.43	Note: 3
03/17/2009	SUPPLIER	GEXA ENERGY CORP	217,576.22	1,454,728.65	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/10/2009	INDIGENT DEFENSE	GILBERT, STEVEN J	1,400.00	26,592.50	
03/10/2009	SUPPLIER	GILLEN PEST CONTROL, INC	1,545.00	3,707.50	
03/17/2009	SUPPLIER	GILLEN PEST CONTROL, INC	200.00	3,907.50	
03/10/2009	EMPLOYEE REIMB.	GLINSKI, RICHARD	74.36	251.73	
03/10/2009	SUPPLIER	GLOBAL 360 BGS	115,626.04	201,004.25	Note: 3
03/17/2009	SUPPLIER	GLOBAL EQUIPMENT COMPANY	2,134.08	3,599.67	
03/17/2009	SUPPLIER	GLOBAL GOVT EDUCATION	794.10	30,954.02	
03/10/2009	SUPPLIER	GLOBALSTAR, LLC	217.09	1,694.98	
03/17/2009	SUPPLIER	GOBAR, JEAN M	58.82	58.82	
03/17/2009	SUPPLIER	GOKI DEVELOPMENT, INC	315.00	2,165.00	
03/10/2009	SUPPLIER	GOLLAHER, KAREN, PSY D	900.00	9,840.00	
03/10/2009	SUPPLIER	GRAINGER	1,216.62	27,838.09	
03/17/2009	SUPPLIER	GRAINGER	293.80	28,131.89	
03/17/2009	EMPLOYEE REIMB.	GREADY, MARY	2,128.30	5,112.37	
03/13/2009	EE BEN/PAYROLL	GREAT SOUTHERN LIFE INSURA	2,502.58		Note: 2
03/10/2009	SUPPLIER	GREATER HARRIS COUNTY 9-1-1	761.04	2,416.20	
03/10/2009	ONE TIME VENDOR	GREENWOOD, ALAN	103.29	103.29	
03/10/2009	SUPPLIER	GREY HOUSE PUBLISHING	130.50	4,546.65	
03/17/2009	EMPLOYEE REIMB.	GRIGAR, SANDY L.	68.75	319.41	
03/16/2009	CO CLK/DIST CLERK	GUARDIAN OIL & GAS INC	7.00		Note: 1
03/10/2009	EMPLOYEE REIMB.	GUEN, JAMES	113.52	312.89	
03/17/2009	EMPLOYEE REIMB.	GUEN, JAMES	6.17	319.06	
03/17/2009	INDIGENT DEFENSE	GUERRERO, SONYA	375.00	7,007.50	
03/10/2009	SUPPLIER	GULF COAST PAPER COMPANY	1,978.14	76,319.44	
03/17/2009	SUPPLIER	GULF COAST PAPER COMPANY	175.99	76,495.43	
03/10/2009	SUPPLIER	GULF COAST TRIBUNE	265.00	362.40	
03/10/2009	SUPPLIER	H R HOUSTON	100.00	2,092.50	
03/10/2009	SUPPLIER	H R HOUSTON	1,892.50	3,985.00	
03/10/2009	SUPPLIER	H.E.B GROCERY CO	1,047.30	12,257.63	Note: 3
03/17/2009	SUPPLIER	H.E.B GROCERY CO	1,313.38	13,571.01	
03/17/2009	EMPLOYEE REIMB.	HAENEL, DENISE	25.00	25.00	
03/10/2009	SUPPLIER	HAIRRELL, J C	1,600.00	1,600.00	
03/10/2009	INDIGENT DEFENSE	HALL, KEVIN M	830.00	18,857.50	
03/10/2009	INDIGENT DEFENSE	HALL, MINDY	543.52	10,068.32	
03/17/2009	INDIGENT DEFENSE	HALL, MINDY	815.28	10,883.60	
03/10/2009	EMPLOYEE REIMB.	HALLGREN, ALICE C.	91.85	267.51	
03/12/2009	CO CLK/DIST CLERK	HANSEN,JANET PIGNATARO	55.00		Note: 1
03/10/2009	SUPPLIER	HAROLD ANDERSON AND ASSOCIATES	5,655.71	65,362.81	
03/10/2009	EMPLOYEE REIMB.	HARRELL, VIRGINIA	14.30	77.36	
03/10/2009	SUPPLIER	HARRIS COUNTY - J I M S	32.40	252,022.55	
03/10/2009	SUPPLIER	HARRIS COUNTY - J I M S	323.20	252,345.75	
03/17/2009	SUPPLIER	HARRIS COUNTY - J I M S	25.65	252,371.40	
03/12/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 1	75.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 1	75.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 1	75.00		Note: 1
03/05/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 4	140.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 4	65.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 4	60.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	150.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	75.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	150.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 5	75.00		Note: 1
03/05/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 7	60.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 7	75.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	HARRIS COUNTY CONST PCT 7	120.00		Note: 1
03/05/2009	TOLL ROAD	HARRIS COUNTY TREASURER	85,617.22		Note: 5
03/17/2009	SUPPLIER	HARRIS, WANDA	500.00	850.00	
03/17/2009	EMPLOYEE REIMB.	HARRITY, KEM L	38.50	107.36	
03/12/2009	CO CLK/DIST CLERK	HATCH,DARREN ROBERT	312.00		Note: 1
03/10/2009	SUPPLIER	HEAD AND GUILD PARTS, INC	1,358.61	4,819.04	
03/17/2009	EMPLOYEE REIMB.	HEBERT, ROBERT	779.24	1,392.41	
03/10/2009	INDIGENT DEFENSE	HECKER, DON A	575.00	40,897.00	
03/17/2009	EMPLOYEE REIMB.	HEGEMIER, JESSE	530.30	3,044.17	
03/10/2009	EMPLOYEE REIMB.	HEIDRICK, BARBARA	18.15	25.30	
03/10/2009	EMPLOYEE REIMB.	HEIMAN, ROBIN	261.61	353.46	
03/17/2009	EMPLOYEE REIMB.	HEIMAN, ROBIN	9.15	362.61	
03/13/2009	EE BEN/PAYROLL	HEITKAMP, WILLIAM E	1,501.28		Note: 2
03/10/2009	SUPPLIER	HELFMAN FORD CO INC	238,575.98	772,929.46	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/17/2009	SUPPLIER	HELFMAN FORD CO INC	3,485.41	776,414.87	
03/17/2009	INDIGENT DEFENSE	HENDERSON, ARCHIE	1,200.00	2,350.00	
03/17/2009	SUPPLIER	HENRY SCHEIN, INC	476.46	9,519.42	
03/10/2009	SUPPLIER	HERBERT L JAMISON & CO, LLC	2,768.04	8,304.12	
03/10/2009	CHILD PROT. SERVICES	HERNANDEZ, ASENCION - ACE	70.00	452.50	Note: 3
03/09/2009	CO CLK/DIST CLERK	HILL, ELIZABETH L	475.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	HLAVINKA & ASSOCIATES	10.00		Note: 1
03/10/2009	SUPPLIER	HOBSON, DAVID W, M D	410.86	1,506.55	
03/10/2009	EMPLOYEE REIMB.	HOLBERT, NADINE	30.80	38.41	
03/10/2009	SUPPLIER	HOLMSTEN, WALTER R MD	2,500.00	15,000.00	
03/10/2009	SUPPLIER	HOME DEPOT CREDIT SERVICES	2,716.19	36,049.87	
03/17/2009	SUPPLIER	HOME DEPOT CREDIT SERVICES	3,677.00	39,726.87	
03/16/2009	CO CLK/DIST CLERK	HOMESTEAD RECORDING SERVICE	50.00		Note: 1
03/17/2009	SUPPLIER	HOMICIDE INVESTIGATORS OF	800.00	800.00	
03/10/2009	EMPLOYEE REIMB.	HORTON, VALERIE	30.90	81.36	
03/16/2009	CO CLK/DIST CLERK	HOUSTON FEDERAL CREDIT UNION	32.00		Note: 1
03/10/2009	SUPPLIER	HOUSTON FREIGHTLINER, INC	1,007.93	10,753.17	
03/17/2009	SUPPLIER	HOUSTON FREIGHTLINER, INC	374.96	11,128.13	
03/10/2009	ONE TIME VENDOR	HOUSTON LIVESTOCK SHOW	220.00	220.00	
03/17/2009	INDIGENT DEFENSE	HUGHES, DALLAS CRAIG	350.00	8,100.00	
03/05/2009	TOLL ROAD	HUNTER, DAVID	500.00		Note: 5
03/17/2009	EMPLOYEE REIMB.	HURD, THELMA	10.90	10.90	
03/17/2009	SUPPLIER	HURT'S WASTEWATER MGMT, LTD	100.00	700.00	
03/10/2009	SUPPLIER	HUSKY TRAILER & PARTS CO	132.85	285.57	
03/10/2009	EMPLOYEE REIMB.	HUTSON, JAMES	241.65	241.65	
03/17/2009	SUPPLIER	HWE ACQUISITIONS	389.21	20,223.15	
03/17/2009	SUPPLIER	IDC, INC	16,938.00	154,444.00	
03/17/2009	SUPPLIER	IES SYSTEMS	2,925.00	28,575.00	
03/10/2009	EMPLOYEE REIMB.	ILES, LEIGHTON	20.01	288.16	
03/17/2009	EMPLOYEE REIMB.	ILES, LEIGHTON	10.00	298.16	
03/10/2009	SUPPLIER	IMAGE PROFILES, INC	555.98	9,895.15	
03/10/2009	SUPPLIER	IMPRESSIVE PRINTING	140.00	21,803.10	
03/17/2009	SUPPLIER	IMPRESSIVE PRINTING	730.00	22,533.10	
03/16/2009	CO CLK/DIST CLERK	INDEPENDENCE TITLE COMPANY	13.00		Note: 1
03/17/2009	SUPPLIER	INDIA HERALD	2,676.65	3,503.85	
03/10/2009	SUPPLIER	INFO USA MARKETING, INC	38,492.00	38,492.00	
03/10/2009	SUPPLIER	INGRAM LIBRARY SERVICES	3,442.10	60,367.71	
03/17/2009	SUPPLIER	INGRAM LIBRARY SERVICES	411.10	60,778.81	
03/13/2009	EE BEN/PAYROLL	INTERNAL REVENUE SERVICE	901,095.48		Note: 2
03/13/2009	EE BEN/PAYROLL	INTERNAL REVENUE SERVICE	1,609.70		Note: 2
03/10/2009	SUPPLIER	INTERNATIONAL FOREST PRODUCTS	6,378.00	41,198.83	
03/17/2009	SUPPLIER	INTRACARE HOSPITAL	90.00	13,480.00	
03/17/2009	SUPPLIER	IRON MOUNTAIN RECORDS	4,147.59	50,625.84	
03/17/2009	SUPPLIER	ISLA GRANDE BEACH RESORT	288.18	576.30	
03/16/2009	CO CLK/DIST CLERK	J MICHAEL LYTLE	112.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	JACKY B FRANKLIN	10.00		Note: 1
03/17/2009	SUPPLIER	JACOBS ENGINEERING GROUP, INC.	258,678.44	403,527.28	
03/17/2009	SUPPLIER	JAMAR TECHNOLOGIES, INC	237.56	237.56	
03/17/2009	SUPPLIER	JOHN SWARTZ POLYGRAPH SERVICE	300.00	450.00	
03/17/2009	EMPLOYEE REIMB.	JOHNSON, DEEDRA ROBERSON	233.20	1,089.55	
03/10/2009	INDIGENT DEFENSE	JOHNSON, KATHY J	1,207.50	11,453.25	
03/09/2009	CO CLK/DIST CLERK	JOHNSON, SHAWN-SHA	475.00		Note: 1
03/17/2009	SUPPLIER	JONES & CARTER INC	15,307.51	129,211.55	
03/17/2009	SUPPLIER	JONES MCCLURE PUBLISHING	284.80	3,067.80	
03/17/2009	SUPPLIER	JONES, DONICA	450.00	1,750.00	
03/10/2009	INDIGENT DEFENSE	JONES, RAYMOND JR	1,050.00	1,050.00	
03/16/2009	CO CLK/DIST CLERK	JOSEPH STEWART MARTIN JR	32.00		Note: 1
03/10/2009	SUPPLIER	JPMORGAN CHASE BANK NA	5,725.27	163,513.16	
03/16/2009	CO CLK/DIST CLERK	JULIUS STAEV	11.00		Note: 1
03/04/2009	JUROR PAYMENTS	JUROR PAYMENTS TOTAL	8,846.00		Note: 4
03/11/2009	JUROR PAYMENTS	JUROR PAYMENTS TOTAL	1,050.00		Note: 4
03/17/2009	EMPLOYEE REIMB.	KACAL, JOE	192.94	864.75	
03/12/2009	CO CLK/DIST CLERK	KENDALL COUNTY CONST PCT 1	60.00		Note: 1
03/17/2009	SUPPLIER	KENNEDY, DOUGLAS	300.00	1,050.00	
03/17/2009	SUPPLIER	KERR COUNTY CLERK	242.00	811.00	
03/17/2009	SUPPLIER	KEY MAPS, INC	500.00	1,948.14	
03/16/2009	CO CLK/DIST CLERK	KEYBANK	5.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	KHAN, ANILA GUL	475.00		Note: 1

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/09/2009	CO CLK/DIST CLERK	KHAN, NUZHAT GUL	475.00		Note: 1
03/10/2009	INDIGENT DEFENSE	KINCADE, JAMES P.C.	1,470.00	11,057.50	
03/17/2009	EMPLOYEE REIMB.	KING, ADRIAN	220.44	1,200.78	
03/10/2009	EMPLOYEE REIMB.	KING, SUSAN T.	36.85	439.06	
03/10/2009	INDIGENT DEFENSE	KING-WITTU, ELIZABETH	192.00	1,378.50	
03/17/2009	INDIGENT DEFENSE	KING-WITTU, ELIZABETH	649.50	2,028.00	
03/09/2009	CO CLK/DIST CLERK	KISER, KEITH W	475.00		Note: 1
03/17/2009	SUPPLIER	KLOTZ ASSOCIATES, INC	12,169.10	238,955.81	
03/10/2009	SUPPLIER	KOHL'S DEPARTMENT STORES, INC	4,506.38	7,843.50	Note: 3
03/10/2009	SUPPLIER	KONICA MINOLTA BUS SOL	214.01	3,082.39	
03/17/2009	SUPPLIER	KONICA MINOLTA BUSINESS	348.15	3,464.29	
03/17/2009	SUPPLIER	KONICA MINOLTA BUSINESS	480.59	3,562.98	
03/10/2009	INDIGENT DEFENSE	KRASNY, FRED	675.00	2,512.50	
03/17/2009	INDIGENT DEFENSE	KRASNY, FRED	1,170.00	3,682.50	
03/17/2009	SUPPLIER	KRMOORE & ASSOCIATES, INC	9,000.00	9,000.00	
03/17/2009	SUPPLIER	KROGER SOUTHWEST	165.74	7,319.33	
03/16/2009	CO CLK/DIST CLERK	KURT G CLARKE	30.00		Note: 1
03/10/2009	EMPLOYEE REIMB.	KWON, JOYCE	13.20	54.60	
03/17/2009	SUPPLIER	LA HACIENDA PHARMACY	528.70	1,501.87	
03/17/2009	SUPPLIER	LABATT FOOD SERVICE	6,883.33	143,642.28	
03/09/2009	CO CLK/DIST CLERK	LALANI, IRFAN ALI	950.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	LAMBRIGHT & ASSOCIATES	14.00		Note: 1
03/10/2009	CHILD PROT. SERVICES	LAMKIN, PHYLLIS	70.00	452.50	Note: 3
03/09/2009	TOLL ROAD	LANDRUM, MICHAEL L	154.00		Note: 5
03/17/2009	EMPLOYEE REIMB.	LASKOSKIE, BEKKI	66.55	250.89	
03/10/2009	EMPLOYEE REIMB.	LATEEF, TASNEEM	7.15	21.45	
03/10/2009	SUPPLIER	LAWRENCE MARSHALL FORD MERCURY	226.24	26,244.23	
03/10/2009	SUPPLIER	LAWSON PRODUCTS, INC	702.50	882.07	
03/10/2009	SUPPLIER	LAWSON SOFTWARE, INC	42,224.00	42,224.00	Note: 3
03/17/2009	SUPPLIER	LAWSON SOFTWARE, INC	1,495.00	43,719.00	
03/10/2009	EMPLOYEE REIMB.	LESSEY, LORRAINE M	99.00	958.35	
03/10/2009	SUPPLIER	LETTER DESIGN & SIGN DISPLAY	232.50	232.50	
03/10/2009	ONE TIME VENDOR	LEWALLEN, DOROTHY	745.07	745.07	
03/17/2009	SUPPLIER	LEXISNEXIS	119.00	2,534.00	
03/10/2009	SUPPLIER	LEXIS-NEXIS	38.00	2,415.00	
03/17/2009	SUPPLIER	LIBERTY ISLAND PERSONAL CARE	5,150.00	5,150.00	
03/05/2009	TOLL ROAD	LINEBARGER GOGGAN BLAIR AN	76,569.78		Note: 5
03/10/2009	SUPPLIER	LITTLE PRODUCTIONS	200.00	450.00	
03/17/2009	SUPPLIER	LITTLEPAGE, AARON	192.00	1,420.00	
03/05/2009	TOLL ROAD	LOGSDON, PAMELA M, CPA	7,924.57		Note: 5
03/06/2009	TOLL ROAD	LOGSDON, PAMELA M, CPA	1,680.00		Note: 5
03/17/2009	SUPPLIER	LONE STAR PAVEMENT SERVICES	35,981.14	120,935.04	
03/10/2009	SUPPLIER	LONE STAR UNIFORMS, INC	4,992.00	108,522.80	
03/17/2009	SUPPLIER	LONE STAR UNIFORMS, INC	445.00	108,967.80	
03/10/2009	INDIGENT DEFENSE	LOVE, PAUL	1,360.00	11,410.00	
03/10/2009	SUPPLIER	LOWE'S HOME CENTER	650.47	10,562.80	
03/17/2009	SUPPLIER	LOWE'S HOME CENTER	334.91	10,897.71	
03/16/2009	CO CLK/DIST CLERK	LSI TITLE	5.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	LSI TITLE COMPANY	10.00		Note: 1
03/10/2009	EMPLOYEE REIMB.	LUKOSE, DAVID	22.00	181.26	
03/17/2009	INDIGENT DEFENSE	LUSK, NANCY E	675.00	3,325.00	
03/10/2009	INDIGENT DEFENSE	M FOX CURL & ASSOCIATES, PC	300.00	6,090.00	
03/17/2009	INDIGENT DEFENSE	M FOX CURL & ASSOCIATES, PC	150.00	6,240.00	
03/17/2009	INDIGENT DEFENSE	M. E. DUFF & ASSOCIATES	2,407.50	11,592.50	
03/10/2009	ONE TIME VENDOR	MAIDIE YATES SEYDLER ESTATE	77.26	77.26	
03/10/2009	INDIGENT DEFENSE	MALDONADO, A E	575.00	8,750.00	
03/17/2009	INDIGENT DEFENSE	MALDONADO, A E	925.00	9,675.00	
03/10/2009	EMPLOYEE REIMB.	MALDONADO, YVETTE R.	12.71	74.26	
03/16/2009	CO CLK/DIST CLERK	MALI REALTY	1,153.99		Note: 1
03/10/2009	INDIGENT DEFENSE	MALONEY & PARKS, LLP	600.00	3,075.00	
03/17/2009	SUPPLIER	MARSHALL CAVENDISH CORP	179.70	1,065.30	
03/17/2009	INDIGENT DEFENSE	MARTINEZ, STEVEN SCOTT	1,608.00	12,485.50	
03/17/2009	INDIGENT DEFENSE	MARTIN-HART, ERMA	980.00	1,550.00	
03/17/2009	EMPLOYEE REIMB.	MASK, JOE W	645.96	1,334.56	
03/13/2009	EE BEN/PAYROLL	MATAGORDA COUNTY CHILD SUP	120.00		Note: 2
03/17/2009	SUPPLIER	MATTHEW BENDER AND CO, INC	883.25	34,897.23	
03/17/2009	INDIGENT DEFENSE	MC DANIEL, CAROLYN	450.00	18,042.50	
03/17/2009	SUPPLIER	MCCLURE, GLEN E	1,375.00	6,575.00	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/10/2009	INDIGENT DEFENSE	MCDONALD, SHAWN M	450.00	4,820.00	
03/10/2009	EMPLOYEE REIMB.	MCDOWELL, MARGO	31.63	169.61	
03/17/2009	SUPPLIER	MCNAUGHTEN, DANNY	60.00	60.00	
03/10/2009	EMPLOYEE REIMB.	MEADE, MIKE	91.14	870.24	
03/17/2009	SUPPLIER	MEDIA CONSULTANTS	3,687.50	7,908.50	
03/10/2009	SUPPLIER	MELTON, DOROTHY	70.00	132.50	Note: 3
03/05/2009	CO CLK/DIST CLERK	MELVIN,ROBERT E	8.00		Note: 1
03/13/2009	EE BEN/PAYROLL	METLIFE	5,638.36		Note: 2
03/17/2009	SUPPLIER	MICHAEL BAKER JR, INC	30,000.00	60,000.00	
03/17/2009	SUPPLIER	MICRO CENTER A/R	112.90	112.90	
03/10/2009	INDIGENT DEFENSE	MIDDLETON, BRIAN	4,575.00	15,885.00	
03/17/2009	INDIGENT DEFENSE	MIDDLETON, BRIAN	2,400.00	18,285.00	
03/10/2009	INDIGENT DEFENSE	MIDDLETON, TRACY	680.00	5,060.00	
03/09/2009	CO CLK/DIST CLERK	MONDRAGON, RUBI	475.00		Note: 1
03/10/2009	INDIGENT DEFENSE	MONK, STEVEN D	2,615.00	21,682.50	
03/17/2009	INDIGENT DEFENSE	MONK, STEVEN D	982.50	22,665.00	
03/10/2009	SUPPLIER	MOORE MEDICAL LLC	700.00	31,857.14	
03/10/2009	SUPPLIER	MOORE, JAMES R	300.00	7,501.00	
03/17/2009	INDIGENT DEFENSE	MORALES, CHRISTOPHER G	150.00	1,837.50	
03/09/2009	CO CLK/DIST CLERK	MORAS, MARIA	475.00		Note: 1
03/09/2009	CO CLK/DIST CLERK	MORENO, NORMA L	475.00		Note: 1
03/17/2009	EMPLOYEE REIMB.	MORRIS, CANDACE	54.15	344.75	
03/10/2009	EMPLOYEE REIMB.	MORRISON, RICHARD	411.90	758.79	
03/17/2009	EMPLOYEE REIMB.	MORSE, RANDALL W.	28.60	1,175.01	
03/10/2009	SUPPLIER	MOTOROLA	4,707.22	1,419,498.77	
03/17/2009	SUPPLIER	MOTOROLA	493.44	1,419,992.21	
03/17/2009	SUPPLIER	MSC INDUSTRIAL SUPPLY CO, INC	1,158.60	10,579.05	
03/17/2009	SUPPLIER	MUELLER, INC	1,644.00	42,334.75	
03/10/2009	SUPPLIER	MUHAMMAD MEHDI MD PA	432.58	1,371.42	
03/10/2009	EMPLOYEE REIMB.	MUNOZ, JEANETTE	519.10	4,086.41	
03/10/2009	SUPPLIER	MUSTANG TRACTOR & EQUIPMENT CO	1,916.41	76,505.19	
03/17/2009	SUPPLIER	MUSTANG TRACTOR & EQUIPMENT CO	11,257.72	87,762.91	
03/10/2009	EMPLOYEE REIMB.	NABORS, JULIA	94.28	94.28	
03/10/2009	SUPPLIER	NAPA AUTO PARTS	1,147.74	13,789.59	
03/17/2009	SUPPLIER	NAPA AUTO PARTS	273.54	14,063.13	
03/13/2009	EE BEN/PAYROLL	NATIONAL BOND AND TRUST CO	1,923.97		Note: 2
03/10/2009	SUPPLIER	NATIONAL CONSTABLE ASSOCIATION	195.00	255.00	Note: 3
03/10/2009	SUPPLIER	NATIONAL CONSTABLE ASSOCIATION	60.00	255.00	
03/17/2009	SUPPLIER	NATIONAL FIRE PROTECTION	62.95	1,747.38	
03/10/2009	SUPPLIER	NATIONAL INFORMATION OFFICERS	80.00	80.00	
03/10/2009	SUPPLIER	NATIONAL ORGANIZATION OF BLACK	150.00	200.00	
03/10/2009	SUPPLIER	NATIONAL ORGANIZATION OF BLACK	50.00	250.00	
03/13/2009	EE BEN/PAYROLL	NATIONWIDE RETIREMENT SOLU	17,678.56		Note: 2
03/17/2009	SUPPLIER	NATURAL BRIDGE CAVERNS	230.75	230.75	
03/10/2009	SUPPLIER	NEEDVILLE FEED AND SUPPLY	356.03	1,894.83	
03/16/2009	CO CLK/DIST CLERK	NETTLE, ALFRED CHARLES	3,055.48		Note: 1
03/13/2009	EE BEN/PAYROLL	NEW MEXICO CHILD SUPPORT	148.38		Note: 2
03/17/2009	SUPPLIER	NEWBART PRODUCTS, INC	252.79	1,812.65	
03/10/2009	SUPPLIER	NEXTEL COMMUNICATIONS	4,821.60	146,581.37	
03/17/2009	SUPPLIER	NEXTEL COMMUNICATIONS	841.46	147,422.83	
03/16/2009	CO CLK/DIST CLERK	NGUYEN, LARA	482.50		Note: 1
03/10/2009	EMPLOYEE REIMB.	NGUYEN-TRAN, KIM	71.05	71.05	
03/17/2009	EMPLOYEE REIMB.	NGUYEN-TRAN, KIM	51.53	122.58	
03/12/2009	CO CLK/DIST CLERK	NICKEY,STEPHEN H	8.00		Note: 1
03/10/2009	SUPPLIER	NICK'S DIESEL SERVICE, INC	513.50	1,027.00	
03/09/2009	CO CLK/DIST CLERK	NICOZISIS, GREGORY	950.00		Note: 1
03/10/2009	SUPPLIER	NIGHTINGALE ADULT DAY CENTER	130.00	950.00	
03/10/2009	INDIGENT DEFENSE	NJOKU, MICHAEL N	1,000.00	34,632.50	
03/17/2009	INDIGENT DEFENSE	NJOKU, MICHAEL N	1,225.00	35,857.50	
03/17/2009	SUPPLIER	NORTH AMERICAN HAZARDOUS	175.00	785.00	
03/13/2009	EE BEN/PAYROLL	NORTH CAROLINA CHILD SUPPO	47.08		Note: 2
03/17/2009	SUPPLIER	NORTHEAST WISCONSIN TECHNICAL	375.00	375.00	
03/10/2009	INDIGENT DEFENSE	NUMERO UNO	189.00	5,194.36	Note: 3
03/10/2009	SUPPLIER	OAKBEND MEDICAL CENTER	713.00	215,125.21	
03/10/2009	SUPPLIER	OAKBEND MEDICAL CENTER	168.80	215,294.01	
03/17/2009	SUPPLIER	OFFICE DEPOT INC	7,746.70	179,070.92	
03/10/2009	SUPPLIER	OFFICE DEPOT, INC	8,834.77	171,324.22	
03/10/2009	EMPLOYEE REIMB.	OGDEN, DAVID	179.30	858.41	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/13/2009	EE BEN/PAYROLL	OHIO CHILD SUPPORT	302.23		Note: 2
03/17/2009	SUPPLIER	OLMSTED-KIRK PAPER COMPANY	164.15	414.23	
03/17/2009	SUPPLIER	OMNI AUSTIN HOTEL SOUTHPARK	293.25	2,880.75	
03/17/2009	SUPPLIER	OMNI TUCSON NATIONAL GOLF RESORT	535.41	535.41	
03/10/2009	SUPPLIER	O'REILLY AUTO PARTS	157.33	6,356.80	
03/17/2009	SUPPLIER	O'REILLY AUTO PARTS	212.20	6,569.00	
03/10/2009	SUPPLIER	OSBURN ASSOCIATES, INC	10,775.30	69,146.01	
03/17/2009	SUPPLIER	OTHON, INC	4,035.86	48,781.36	
03/17/2009	SUPPLIER	OVERDRIVE, INC	1,699.22	27,484.04	
03/10/2009	SUPPLIER	OZARKA	52.19	10,026.90	Note: 3
03/10/2009	SUPPLIER	OZARKA	558.65	10,585.55	
03/17/2009	SUPPLIER	OZARKA	38.50	10,065.40	
03/17/2009	SUPPLIER	P SQUARED EMULSIONS	6,398.40	61,576.32	
03/10/2009	EMPLOYEE REIMB.	PAPPAS, SHELLEY	178.75	1,122.63	
03/10/2009	EMPLOYEE REIMB.	PARSON, JAMISHA	7.15	67.27	
03/10/2009	SUPPLIER	PATEL, NIRUPAMA	170.00	170.00	
03/17/2009	SUPPLIER	PATHWAY TO RECOVERY	25,024.00	167,078.00	
03/16/2009	CO CLK/DIST CLERK	PATRIOT USA	7.00		Note: 1
03/10/2009	SUPPLIER	PATTON, DONNIE R	800.00	2,000.00	
03/13/2009	EE BEN/PAYROLL	PEAKE, DAVID G TRUSTEE	2,536.15		Note: 2
03/17/2009	EMPLOYEE REIMB.	PENA, J. T.	57.03	57.03	
03/17/2009	INDIGENT DEFENSE	PEREZ- JARAMILLO, MAGGIE	900.00	41,477.50	
03/17/2009	EMPLOYEE REIMB.	PEREZ, ABDON	78.20	78.20	
03/17/2009	SUPPLIER	PERFORMANCE FOOD GROUP	6,967.16	91,225.95	
03/17/2009	INDIGENT DEFENSE	PERZ, IRA F	725.00	12,400.00	
03/17/2009	INDIGENT DEFENSE	PHAM, GIAM T	225.00	225.00	
03/17/2009	SUPPLIER	PHAMATECH, INC	16,830.30	48,597.30	
03/10/2009	INDIGENT DEFENSE	PHILLIPS, JIMMY JR.	2,131.20	2,131.20	
03/10/2009	SUPPLIER	PHILLIPS, ROBERT H	960.00	960.00	
03/16/2009	CO CLK/DIST CLERK	PHILOAN M TRAN PC	12.00		Note: 1
03/17/2009	INDIGENT DEFENSE	PHOENIX, JOYCE	375.00	5,712.50	
03/17/2009	EMPLOYEE REIMB.	PINTO, PILLY	103.13	345.91	
03/17/2009	SUPPLIER	PITNEY BOWES	362.82	204,598.91	
03/17/2009	SUPPLIER	PLANTATION MUD	74.61	74.61	
03/10/2009	EMPLOYEE REIMB.	POLEY, MELINDA M	11.00	56.40	
03/17/2009	SUPPLIER	PONDER, JOANN	375.00	1,575.00	
03/17/2009	SUPPLIER	POSTMASTER	98.00	32,265.00	
03/17/2009	SUPPLIER	PRECISION DYNAMICS CORPORATION	2,319.00	3,864.60	
03/16/2009	CO CLK/DIST CLERK	PREMIER LENDER SERVICES LL	10.00		Note: 1
03/10/2009	SUPPLIER	PREMIUM FOODS	1,648.50	59,857.30	
03/17/2009	SUPPLIER	PREMIUM FOODS	1,214.75	61,072.05	
03/10/2009	SUPPLIER	PRO TECH MONITORING	6,132.14	33,888.92	
03/10/2009	SUPPLIER	PROFESSIONAL BONDSMEN OF TEXAS	100.00	100.00	
03/05/2009	TOLL ROAD	PROFESSIONAL PROJECT	12,187.50		Note: 5
03/06/2009	TOLL ROAD	PROFESSIONAL PROJECT	600.00		Note: 5
03/17/2009	SUPPLIER	PROPERTY ACQUISITION	25,167.50	140,535.00	
03/16/2009	CO CLK/DIST CLERK	PROPERTY TAX FIX LLC	15.00		Note: 1
03/05/2009	TOLL ROAD	PROSPERITY BANK	64.05		Note: 5
03/10/2009	SUPPLIER	PROSPERITY BANK	977.73	76,234.12	Note: 3
03/10/2009	SUPPLIER	PROSPERITY BANK	35,723.10	111,957.22	
03/17/2009	SUPPLIER	PROSPERITY BANK	535.87	112,493.09	
03/10/2009	SUPPLIER	PSYCHOLOGICAL ASSESSMENT	264.00	264.00	
03/10/2009	INDIGENT DEFENSE	PUBCHARA, SILVIA V	1,300.00	8,600.00	
03/10/2009	SUPPLIER	PUBLIC AGENCY TRAINING COUNCIL	590.00	1,770.00	
03/10/2009	EMPLOYEE REIMB.	QUINN, ALICIA	5.50	66.25	
03/10/2009	SUPPLIER	R B EVERETT AND COMPANY	312,373.41	358,738.11	
03/10/2009	INDIGENT DEFENSE	RACER, MARK W	675.00	15,697.50	
03/10/2009	SUPPLIER	RADIOSHACK	499.50	2,825.70	
03/17/2009	EMPLOYEE REIMB.	RAMOS, LISA	17.96	17.96	
03/10/2009	SUPPLIER	RANDOM HOUSE, INC	23.76	13,970.21	
03/09/2009	CO CLK/DIST CLERK	RAUS CONSTRUCTION LTD	5,193.68		Note: 1
03/10/2009	EMPLOYEE REIMB.	RAVEN, JANNA L.	5.50	37.21	
03/10/2009	SUPPLIER	RAY GLASS COMPANY INC	200.00	7,311.27	
03/17/2009	SUPPLIER	RAY GLASS COMPANY INC	275.00	7,586.27	
03/10/2009	SUPPLIER	RECORDED BOOKS, LLC	510.96	21,079.32	
03/10/2009	SUPPLIER	RED RIVER SPECIALTIES, INC	8,287.50	16,217.40	
03/17/2009	SUPPLIER	RED RIVER SPECIALTIES, INC	1,375.20	17,592.60	
03/17/2009	INDIGENT DEFENSE	REED, JESSE A III, PHD	3,000.00	18,000.00	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/12/2009	CO CLK/DIST CLERK	REFUGIO COUNTY SHERIFF	120.00		Note: 1
03/10/2009	SUPPLIER	REGENT BOOK COMPANY INC	1,197.51	6,181.61	
03/16/2009	CO CLK/DIST CLERK	REGINA WALKER	12.00		Note: 1
03/16/2009	CO CLK/DIST CLERK	REGIONS	5.00		Note: 1
03/10/2009	SUPPLIER	RELIANT ENERGY RETAIL SERVICES	8,508.48	177,726.86	Note: 3
03/10/2009	SUPPLIER	RELIANT ENERGY RETAIL SERVICES	237.44	177,964.30	Note: 3
03/17/2009	SUPPLIER	RELIANT ENERGY RETAIL SERVICES	3,255.13	180,981.99	
03/05/2009	TOLL ROAD	RENCHER, CHARLES G	150.00		Note: 5
03/17/2009	SUPPLIER	REPRODUCTION EQUIPMENT SERVICE	155.00	1,101.44	
03/10/2009	SUPPLIER	RESEARCH TECHNOLOGY	46.70	835.59	
03/10/2009	SUPPLIER	RESORT TOWNHOMES	815.00	815.00	
03/17/2009	EMPLOYEE REIMB.	REVELES, MARY	34.50	34.50	
03/10/2009	ONE TIME VENDOR	REYES, MARGARET	284.00	284.00	
03/10/2009	EMPLOYEE REIMB.	RICHARD, JAMES E.	222.11	234.10	
03/10/2009	SUPPLIER	RICHMOND BONE AND JOINT CLINIC	422.93	7,369.51	
03/16/2009	CO CLK/DIST CLERK	RICHMOND TITLE SERVICES LP	5.00		Note: 1
03/17/2009	SUPPLIER	RINKER MATERIALS	1,700.00	1,700.00	
03/17/2009	SUPPLIER	RIVERSIDE PUBLISHING CO	808.65	1,562.97	
03/16/2009	CO CLK/DIST CLERK	ROBERTS MARKEL PC	20.00		Note: 1
03/10/2009	EMPLOYEE REIMB.	ROBINSON, REGINALD	1,051.60	1,517.26	
03/10/2009	SUPPLIER	ROCKHURST COLLEGE CONTINUING	179.00	318.30	
03/10/2009	EMPLOYEE REIMB.	RODRIGUEZ, RODNEY	199.10	199.10	
03/17/2009	INDIGENT DEFENSE	RODRIGUEZ, W TROY DDS	5,000.00	15,000.00	
03/10/2009	INDIGENT DEFENSE	ROE, CARMEN	14,837.50	30,762.50	
03/17/2009	SUPPLIER	RONALD RUSSELL POLYGRAPH SVC	300.00	600.00	
03/17/2009	SUPPLIER	ROSENBERG LIONS CLUB CHARITIES	200.00	200.00	
03/10/2009	SUPPLIER	ROYAL PROTECTION GROUP, INC	216.00	2,250.00	
03/10/2009	EMPLOYEE REIMB.	RUGGERI, CINDY	24.75	122.37	
03/09/2009	CO CLK/DIST CLERK	RUTH, LISA ANN	1,450.00		Note: 1
03/17/2009	SUPPLIER	SAFESITE, INC	460.00	6,095.00	
03/10/2009	SUPPLIER	SAFETY SHOE DISTRIBUTORS, LLP	215.00	554.55	
03/17/2009	INDIGENT DEFENSE	SALCEDA, ALBERTO G	475.00	8,735.00	
03/17/2009	SUPPLIER	SAM HOUSTON RACE PARK LTD	224.50	224.50	
03/09/2009	CO CLK/DIST CLERK	SAMPLES-SWANSON, VIRGINIA	475.00		Note: 1
03/10/2009	SUPPLIER	SAN JACINTO COLLEGE DISTRICT	57.00	102.00	
03/17/2009	SUPPLIER	SAN MARCOS FAMILY MEDICINE	176.00	176.00	
03/10/2009	INDIGENT DEFENSE	SANTOS ROBERT L	275.00	12,947.00	
03/09/2009	CO CLK/DIST CLERK	SAUKAM, CHAKKRIVANN	9,725.00		Note: 1
03/10/2009	INDIGENT DEFENSE	SCHAEFER, NINA	700.00	14,522.50	
03/17/2009	INDIGENT DEFENSE	SCHAEFER, NINA	700.00	15,222.50	
03/10/2009	EMPLOYEE REIMB.	SCHMIDT, ASHLEY	8.25	8.25	
03/17/2009	EMPLOYEE REIMB.	SCHULZE, ROSE MARY	105.83	808.46	
03/17/2009	SUPPLIER	SCOTT EQUIPMENT, INC	130.00	130.00	
03/17/2009	VISITING JUDGE	SEARS, ROSS A	461.94	11,289.66	
03/13/2009	EE BEN/PAYROLL	SECURITY BENEFIT LIFE INS	19,671.89		Note: 2
03/10/2009	SUPPLIER	SEEWEE S TRAVEL BY JACKIE	277.70	10,024.40	
03/17/2009	SUPPLIER	SEEWEE'S TRAVEL BY JACKIE	876.40	10,900.80	
03/17/2009	EMPLOYEE REIMB.	SEMMLER, CHRISTA	25.99	81.26	
03/10/2009	SUPPLIER	SERVICEMASTER SOUTHWEST	254.98	1,274.90	
03/17/2009	SUPPLIER	SETH W SILVERMAN MD, PA	5,150.00	27,968.75	
03/10/2009	SUPPLIER	SHAH, PANKAJ, M.D.P.A.	947.93	1,283.26	
03/10/2009	SUPPLIER	SHARP ELECTRONICS CORPORATION	600.60	3,249.30	
03/17/2009	INDIGENT DEFENSE	SHAW, RUBY	250.00	39,930.00	
03/16/2009	CO CLK/DIST CLERK	SHELLEY B ROSS III	89.00		Note: 1
03/10/2009	SUPPLIER	SHERWIN WILLIAMS CO	19.76	2,037.70	
03/10/2009	SUPPLIER	SHOPPA'S FARM SUPPLY INC	681.36	22,607.30	
03/10/2009	EMPLOYEE REIMB.	SIDDIQUE, SUMAIRA	7.15	36.66	
03/16/2009	CO CLK/DIST CLERK	SIMIEN, PETER JOSEPH III	343.00		Note: 1
03/17/2009	SUPPLIER	SIMPLEX GRINNELL LP	86.28	38,286.79	
03/10/2009	SUPPLIER	SKLAR, DANIEL RICHARD	33.00	33.00	
03/05/2009	CO CLK/DIST CLERK	SLAUGHTER, AMY	15.00		Note: 1
03/17/2009	SUPPLIER	SLAVINSKI, BOBBY	470.95	2,769.94	
03/16/2009	CO CLK/DIST CLERK	SMART FINANCIAL CREDIT UNION	17.00		Note: 1
03/10/2009	INDIGENT DEFENSE	SMITH, DERICK R	1,650.00	3,850.00	
03/17/2009	INDIGENT DEFENSE	SMITH, DERICK R	575.00	4,425.00	
03/10/2009	INDIGENT DEFENSE	SMITH, KEISHA	1,125.00	7,675.00	
03/10/2009	EMPLOYEE REIMB.	SMITH, LILA	111.38	664.03	
03/10/2009	INDIGENT DEFENSE	SMITH, MERRI	3,112.50	6,202.50	

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03/10/2009	EMPLOYEE REIMB.	SMITHERS, DONALD LEE	96.37	1,421.16	
03/10/2009	SUPPLIER	SNAP-ON INDUSTRIAL	2,600.00	21,825.87	
03/17/2009	SUPPLIER	SNAP-ON INDUSTRIAL	1,000.00	22,825.87	
03/10/2009	SUPPLIER	SOCIETY FOR HUMAN RESOURCE	160.00	1,925.00	
03/17/2009	EMPLOYEE REIMB.	SOLAND, SCOTT	64.69	64.69	
03/10/2009	EMPLOYEE REIMB.	SOPCHAK, WESLEY	70.40	188.10	
03/10/2009	SUPPLIER	SOUTH TEXAS PSYCHIATRIC	295.00	295.00	
03/17/2009	SUPPLIER	SOUTH TEXAS PSYCHIATRIC	85.00	380.00	
03/17/2009	SUPPLIER	SOUTH TX CO JUDGES' AND	300.00	300.00	
03/10/2009	SUPPLIER	SOUTHEAST TEXAS HOUSING	1,591.33	37,245.10	
03/10/2009	SUPPLIER	SOUTHERN TIRE MART, LLC	1,511.02	28,334.20	
03/17/2009	SUPPLIER	SOUTHWEST BUSINESS MACHINES	115.00	115.00	
03/17/2009	SUPPLIER	SOUTHWEST MOWER SERVICE CENTER	99.90	12,272.65	
03/17/2009	SUPPLIER	SOUTHWEST SOLUTIONS GROUP, INC	244.30	1,672.55	
03/17/2009	EMPLOYEE REIMB.	SPEARS, ALAN	49.11	49.11	
03/10/2009	SUPPLIER	SPRINT WASTE SERVICES L P	533.00	10,270.00	
03/17/2009	SUPPLIER	SPRINT WASTE SERVICES L P	1,086.00	11,356.00	
03/10/2009	SUPPLIER	STAHLMAN LUMBER CO	351.88	1,667.67	
03/17/2009	SUPPLIER	STAHLMAN LUMBER CO	79.80	1,747.47	
03/10/2009	SUPPLIER	STANKUS, ERIK L.	56.27	56.27	
03/17/2009	SUPPLIER	STANKUS, ERIK L.	40.32	96.59	
03/10/2009	INDIGENT DEFENSE	STAPP, SHERYL E	345.88	8,524.00	
03/10/2009	SUPPLIER	STAT CARE OF TEXAS PA	485.46	9,857.05	
03/17/2009	SUPPLIER	STATE BAR OF TEXAS	79.00	2,182.00	
03/13/2009	EE BEN/PAYROLL	STATE OF LOUISIANA	441.66		Note: 2
03/10/2009	SUPPLIER	STAVINOHA'S TIRE SHOP INC	30.74	30.74	
03/17/2009	SUPPLIER	STEEL SUPPLY, INC	919.51	7,752.38	
03/10/2009	INDIGENT DEFENSE	STEELE, CORINNA	4,095.00	38,897.65	
03/17/2009	INDIGENT DEFENSE	STEELE, CORINNA	450.00	39,347.65	
03/10/2009	SUPPLIER	STEPHEN F AUSTIN	225.00	225.00	
03/17/2009	INDIGENT DEFENSE	STEPHENS, JOE	350.00	2,977.50	
03/17/2009	SUPPLIER	STERICYCLE, INC	728.00	8,364.99	
03/17/2009	INDIGENT DEFENSE	STOMBERG, MARIJANE	504.24	1,510.72	
03/17/2009	INDIGENT DEFENSE	STORNELLO, ROSARIO	300.00	11,485.00	
03/10/2009	SUPPLIER	STREAM ENERGY	251.12	251.12	Note: 3
03/10/2009	SUPPLIER	STREAM ENVIRONMENTAL SOLUTIONS	1,125.00	11,125.00	
03/17/2009	SUPPLIER	STROUHAL TIRE - HUNGERFORD	267.50	927.35	
03/16/2009	CO CLK/DIST CLERK	STRUCKMAN, DEVIN W	7,141.57		Note: 1
03/10/2009	SUPPLIER	STUPPY GREENHOUSE MANF	575.00	575.00	
03/10/2009	SUPPLIER	SUGAR LAND COLON	33.95	1,018.84	
03/10/2009	EMPLOYEE REIMB.	SUMRALL, CINDY	15.62	124.96	
03/10/2009	SUPPLIER	SUN COAST RESOURCES, INC	2,742.30	41,190.17	
03/17/2009	SUPPLIER	SUN COAST RESOURCES, INC	2,575.29	43,765.46	
03/17/2009	SUPPLIER	SUNBELT MILL SUPPLY	72.96	1,993.82	
03/17/2009	SUPPLIER	SUNGARD AVANTGARD, LLC	2,161.14	6,352.06	
03/11/2009	SUPPLIER	SUSSER PETROLEUM COMPANY LLC	54,832.85	1,487,128.02	Note: 3
03/17/2009	EMPLOYEE REIMB.	SYPTAK, JAMES	68.20	1,072.50	
03/10/2009	SUPPLIER	T S C STORES	806.08	1,234.40	
03/17/2009	SUPPLIER	T S C STORES	11.99	1,246.39	
03/05/2009	TOLL ROAD	TALLAS, BOBBIE ANN	150.00		Note: 5
03/10/2009	SUPPLIER	TARGET BANK	3,511.26	19,281.90	Note: 3
03/10/2009	SUPPLIER	TARMAC MATERIALS, LLC	26,475.00	369,081.18	
03/17/2009	SUPPLIER	TARMAC MATERIALS, LLC	177,865.22	546,946.40	
03/17/2009	SUPPLIER	TAYLOR, EARNEST B	48.00	342.00	
03/17/2009	SUPPLIER	TCAAA DISTRICT 9	270.00	270.00	
03/10/2009	SUPPLIER	TECH DEPOT	474.41	49,505.41	
03/17/2009	SUPPLIER	TECH DEPOT	94.50	49,599.91	
03/10/2009	SUPPLIER	TEDSI INFRASTRUCTURE GROUP	1,086.55	39,621.85	
03/17/2009	SUPPLIER	TEDSI INFRASTRUCTURE GROUP	1,490.00	41,111.85	
03/10/2009	EMPLOYEE REIMB.	TEICHMAN, GINGER	37.40	37.40	
03/16/2009	CO CLK/DIST CLERK	TEJADA, TEODORA	281.50		Note: 1
03/10/2009	SUPPLIER	TEKPLAN SOLUTIONS LLC	4,203.00	37,285.16	
03/10/2009	SUPPLIER	TERMINIX INTERNATIONAL COMPNAY	695.00	4,995.00	
03/17/2009	SUPPLIER	TERRACON CONSULTANTS, INC	2,669.50	7,536.50	
03/05/2009	TOLL ROAD	TERRELL, CLIFF	150.00		Note: 5
03/10/2009	INDIGENT DEFENSE	TERRY, T K	487.50	25,623.75	
03/17/2009	INDIGENT DEFENSE	TERRY, T K	200.00	25,823.75	
03/17/2009	SUPPLIER	TEXAS AGRILIFE EXTENSION	243.98	119,940.98	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/10/2009	SUPPLIER	TEXAS COOPERATIVE EXTENSION	175.00	119,697.00	
03/13/2009	EE BEN/PAYROLL	TEXAS COUNTY & DISTRICT	649,762.53		Note: 2
03/10/2009	SUPPLIER	TEXAS CRIMINAL DEFENSE LAWYERS	710.00	710.00	
03/13/2009	EE BEN/PAYROLL	TEXAS DEPT OF CRIMINAL JUS	5,636.36		Note: 2
03/17/2009	SUPPLIER	TEXAS DEPT OF CRIMINAL JUSTICE	2,427.56	18,851.85	
03/17/2009	SUPPLIER	TEXAS DISTRICT AND COUNTY	60.00	6,636.00	
03/13/2009	EE BEN/PAYROLL	TEXAS GUARANTEED STUDENT	130.64		Note: 2
03/10/2009	SUPPLIER	TEXAS JUSTICE COURT JUDGES	75.00	75.00	
03/17/2009	SUPPLIER	TEXAS LIBRARY ASSOCIATION	250.00	250.00	
03/17/2009	SUPPLIER	TEXAS STATE DIRECTORY PRESS	42.45	242.15	
03/17/2009	SUPPLIER	THE GB CENTER OF SOLUTIONS	500.00	500.00	
03/13/2009	EE BEN/PAYROLL	THE HARTFORD	1,311.00		Note: 2
03/10/2009	SUPPLIER	THE PARK AT FORT BEND APTS	452.00	1,307.00	Note: 3
03/17/2009	INDIGENT DEFENSE	THE QUILL LAW FIRM, PC	1,965.00	7,795.00	
03/10/2009	SUPPLIER	THE SPEEDY STICKER STOP	68.75	560.75	
03/17/2009	SUPPLIER	THOMSON GALE GROUP	260.36	102,007.88	
03/17/2009	SUPPLIER	TIME CLOCK SALES AND	912.00	2,567.59	
03/17/2009	SUPPLIER	TORRES, AMY M	216.00	3,054.00	
03/10/2009	SUPPLIER	TOTAL TECHNOLOGIES, LLC	1,889.43	44,028.05	
03/17/2009	SUPPLIER	TOWN OF THOMPSONS	360.78	360.78	
03/10/2009	SUPPLIER	TPHA/VITAL STATISTICS	175.00	1,030.00	
03/10/2009	SUPPLIER	TRAILBLAZER HEALTH ENTERPRISES	122.33	4,449.57	
03/10/2009	SUPPLIER	TRAILBLAZER HEALTH ENTERPRISES	325.72	4,775.29	
03/10/2009	SUPPLIER	TRAILBLAZER HEALTH ENTERPRISES	325.72	5,101.01	
03/10/2009	SUPPLIER	TRAILBLAZER HEALTH ENTERPRISES	115.85	5,216.86	
03/10/2009	SUPPLIER	TRAILBLAZER HEALTH ENTERPRISES	274.85	5,491.71	
03/10/2009	SUPPLIER	TRAILBLAZER HEALTH ENTERPRISES	325.72	5,817.43	
03/10/2009	SUPPLIER	TRAILBLAZER HEALTH ENTERPRISES	346.68	6,164.11	
03/10/2009	SUPPLIER	TRAILBLAZER HEALTH ENTERPRISES	285.33	6,449.44	
03/10/2009	SUPPLIER	TRAILBLAZER HEALTH ENTERPRISES	351.92	6,801.36	
03/05/2009	TOLL ROAD	TRANSCORE HOLDING , INC	11,988.00		Note: 5
03/10/2009	SUPPLIER	TRAPEZE SOFTWARE GROUP, INC	700.00	18,816.67	
03/05/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	65.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	65.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	65.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	60.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	65.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	65.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	130.00		Note: 1
03/12/2009	CO CLK/DIST CLERK	TRAVIS COUNTY CONST PCT 5	65.00		Note: 1
03/17/2009	SUPPLIER	TREMCO INC	77,892.65	307,135.12	
03/10/2009	SUPPLIER	TRICARE ADMINISTRATION	254.00	374.14	
03/17/2009	SUPPLIER	TRIPLE B SERVICES, L L P	120,590.30	2,427,836.54	
03/12/2009	CO CLK/DIST CLERK	TRISTA FINCH	21.00		Note: 1
03/17/2009	SUPPLIER	TRI-STATE HOSPITAL SUPPLY CORP	253.10	253.10	
03/16/2009	CO CLK/DIST CLERK	TRUSTMARK NATIONAL BANK	26.00		Note: 1
03/10/2009	INDIGENT DEFENSE	TSIOROS, GREGORY	337.50	1,037.50	
03/10/2009	INDIGENT DEFENSE	TU, PAUL	2,062.50	25,140.00	
03/17/2009	INDIGENT DEFENSE	TU, PAUL	600.00	25,740.00	
03/16/2009	CO CLK/DIST CLERK	TURNER, JAMES KELLY	475.00		Note: 1
03/17/2009	SUPPLIER	TURTLE & HUGHES, INC.	776.79	5,201.63	
03/10/2009	SUPPLIER	TX ASSOC COURT ADMIN (TACA)	50.00	730.00	
03/13/2009	EE BEN/PAYROLL	TX ATTORNEY GENERALS OFFIC	24,744.03		Note: 2
03/10/2009	SUPPLIER	TXU ENERGY	137.36	32,772.76	Note: 3
03/13/2009	EE BEN/PAYROLL	U S DEPARTMENT OF EDUCATIO	383.24		Note: 2
03/10/2009	SUPPLIER	UNITED HEALTHCARE INSURANCE CO	295.30	7,233.40	
03/10/2009	SUPPLIER	UNITED HEALTHCARE INSURANCE CO	1,295.26	8,528.66	
03/10/2009	SUPPLIER	UNITED HEALTHCARE INSURANCE CO	6.13	8,534.79	
03/10/2009	SUPPLIER	UNITED HEALTHCARE INSURANCE CO	612.00	9,146.79	
03/10/2009	SUPPLIER	UNITED PARCEL SERVICE	29.69	1,351.32	
03/17/2009	SUPPLIER	UNITED PARCEL SERVICE	53.66	1,404.98	
03/10/2009	SUPPLIER	UNITED RENTALS HIGHWAY	81.64	1,471.24	
03/13/2009	EE BEN/PAYROLL	UNITED WAY OF THE TEXAS GU	465.74		Note: 2
03/16/2009	CO CLK/DIST CLERK	UNIVERSAL LAND TITLE	20.00		Note: 1
03/10/2009	SUPPLIER	URBISH ELECTRIC	237.93	7,022.29	
03/16/2009	CO CLK/DIST CLERK	US PROPERTY & APPRAISAL	41.00		Note: 1
03/17/2009	INDIGENT DEFENSE	VADIE, MIKE	1,100.00	1,350.00	
03/17/2009	INDIGENT DEFENSE	VENZA, JOHN	600.00	10,337.50	

Payment Date	Vendor Type	Vendor Name	Vendor Payment	Total FY2009 Payments	
03/16/2009	CO CLK/DIST CLERK	VERITAS TITLE PARTNERS	15.00		Note: 1
03/10/2009	SUPPLIER	VERIZON WIRELESS	890.50	19,018.30	
03/10/2009	SUPPLIER	VERIZON WIRELESS	255.95	19,274.25	
03/17/2009	SUPPLIER	VERIZON WIRELESS	1,439.81	20,458.11	
03/10/2009	INDIGENT DEFENSE	VICTOR, VICTOR	800.00	8,850.00	
03/17/2009	EMPLOYEE REIMB.	VIDOR, WILLIAM	56.65	603.12	
03/17/2009	SUPPLIER	VILLAGE OF FAIRCHILDS	1,036.47	9,860.77	
03/17/2009	SUPPLIER	VILLAGE OF PLEAK	1,447.69	1,447.69	
03/16/2009	CO CLK/DIST CLERK	VISTA BANK TEXAS	10.00		Note: 1
03/10/2009	SUPPLIER	VULCAN MATERIALS COMPANY	7,443.72	8,378.82	
03/05/2009	TOLL ROAD	W J INTERESTS, LLC	1,738.00		Note: 5
03/06/2009	TOLL ROAD	W J INTERESTS, LLC	1,012.00		Note: 5
03/17/2009	VISITING JUDGE	WAGENBACH, LARRY	1,073.55	6,422.55	
03/10/2009	SUPPLIER	WALKERCOM, INC	221.00	7,437.97	
03/10/2009	SUPPLIER	WAL-MART PHARMACY 546	450.00	25,237.40	Note: 3
03/10/2009	SUPPLIER	WAL-MART PHARMACY 546	163.65	25,401.05	
03/17/2009	SUPPLIER	WAL-MART PHARMACY 546	26.61	25,427.66	
03/17/2009	SUPPLIER	WAPPEL, JOSEPH PAUL	100.00	100.00	
03/10/2009	INDIGENT DEFENSE	WATSON, TEANA V	787.00	13,574.50	
03/17/2009	INDIGENT DEFENSE	WATSON, TEANA V	1,000.00	14,574.50	
03/10/2009	INDIGENT DEFENSE	WEBB, JEFFREY ODE	400.00	17,112.50	
03/17/2009	EMPLOYEE REIMB.	WEBB, STEPHANIE	447.00	669.00	
03/16/2009	CO CLK/DIST CLERK	WELLS FARGO BANK	5.00		Note: 1
03/10/2009	SUPPLIER	WENDT WATER WORKS	75.00	75.00	
03/17/2009	SUPPLIER	WEST GROUP PAYMENT CENTER	3,099.96	91,613.33	
03/10/2009	SUPPLIER	WEST HOUSTON RADIOLOGY	703.35	4,373.13	
03/17/2009	SUPPLIER	WESTERN POWER & HARDWARE	234.00	1,466.95	
03/16/2009	CO CLK/DIST CLERK	WESTMINSTER TITLE	26.00		Note: 1
03/13/2009	EE BEN/PAYROLL	WHARTON COUNTY CHILD	161.54		Note: 2
03/10/2009	INDIGENT DEFENSE	WHEELER, ANDRE' ANTELLE	250.00	700.00	
03/09/2009	CO CLK/DIST CLERK	WHITE, WAYNE W	475.00		Note: 1
03/10/2009	SUPPLIER	WHITT, KENNETH J	60.00	1,266.00	
03/17/2009	SUPPLIER	WHITT, KENNETH J	48.00	1,314.00	
03/17/2009	EMPLOYEE REIMB.	WIEGHAT, DARLENE	8.00	8.00	
03/09/2009	CO CLK/DIST CLERK	WILLIAMS, KENNETH	475.00		Note: 1
03/17/2009	INDIGENT DEFENSE	WILLIAMS, RODNEY O'NEIL	750.00	5,550.00	
03/10/2009	EMPLOYEE REIMB.	WILSON, ROSIE	11.22	11.22	
03/05/2009	TOLL ROAD	WINDSTREAM	28.94		Note: 5
03/10/2009	SUPPLIER	WINDSTREAM	276.79	29,601.68	
03/17/2009	SUPPLIER	WINDSTREAM	2,876.84	32,478.52	
03/17/2009	SUPPLIER	WINGFOOT COMMERCIAL TIRE	205.02	2,726.64	
03/10/2009	EMPLOYEE REIMB.	WINOGRAD, MARY BETH	44.55	69.30	
03/16/2009	CO CLK/DIST CLERK	WOMAC AND ASSOCIATES	8.00		Note: 1
03/10/2009	INDIGENT DEFENSE	WOOD, HARRIS S, JR	705.50	4,205.50	
03/10/2009	INDIGENT DEFENSE	WOOLSEY, KAREN	5,226.00	18,219.50	
03/10/2009	SUPPLIER	WRIGHT, DWAYNE	1,200.00	3,200.00	
03/12/2009	CO CLK/DIST CLERK	YARRELL, ELLEN A	73.00		Note: 1
03/17/2009	EMPLOYEE REIMB.	ZATOPEK, MARK	18.47	32.90	
03/09/2009	CO CLK/DIST CLERK	ZAVALA, ELIZABETH	475.00		Note: 1
03/05/2009	TOLL ROAD	ZIMMERMAN, JOE R	450.00		Note: 5
03/10/2009	INDIGENT DEFENSE	ZUNIGA, CARTER, MORALES, MCCAL	1,090.00	1,592.50	
03/17/2009	INDIGENT DEFENSE	ZUNIGA, CARTER, MORALES, MCCAL	650.00	2,242.50	
			6,775,854.87		

Note: Checks released prior to 3/17/09 for the following disbursements:
(1): Registry, Cash Bond, and Fee Officer Payments of $77,051.63
(2): Payroll and Employee Benefits Payments of $1,803,124.55
(3): Time Sensitive Payments $238,660.95
(4): Juror Payments of $9,896.00
(5): Toll Road Operations Payments of $271,182.10

Total Payments less time sensitive payments $6,537,193.92

IN THE MATTER OF ~~APPROV~~Ratify ING BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2009

On this the 17th day of March, 2009 at a regular session of Commissioners' Court with the following present:

County Judge
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

Now, therefore, be it resolved upon the motions of Commissioner Prestage and seconded by Commissioner Morrison, duly put and carried, it is ordered that the bills be approved in the amount up to $ 238,660.95 as presented by Robert Ed Sturdivant, County Auditor.

*******APPROVED*******

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

DD2, DD3

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

4520 Reading Road
Rosenberg TX 77471

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

TO: Office of the County Judge
Fort Bend County, Texas

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Commissioners Court on March 17, 2009 Drainage

Consent Agenda:

Authorize advertising for bids for refurbishing a dragline and a bulldozer. 2

Regular Agenda:

Take all appropriate action to purchase one (1) dump truck from Houston Freightliner utilizing the Houston Galveston Area Council contract, in an amount not to exceed $ 94,217.00 3
(Funding: Drainage 160620100 64500) (Debbie will distribute backup via email by Friday)

AS PE: ORIGINAL

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	HT11-07	Date Prepared:	3/12/2009

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	Ft Bend County	Contractor:	Houston Freightliner/Sterling
Contact Person:	Debbie Kaminski	Prepared By:	Michael McCarthy
Phone:		Phone:	713-580-8122
Fax:		Fax:	713-672-9449
Email:		Email:	mmccarthy@strhouston.com

Product Code:	ED	Description:	2010 Freightliner M2-112

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $67,587

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Vertical Exhaust	0	2009 Model Year Increase	1750
14,700 Front Axle	460	Air Conditioner	341
14,600 Front Suspenstion	98	Air Cab Mounts	50
Air Dryer	131	Air Horn	43
180 " Wheelbase	158	Air Driver Seat	82
Front Tow Hooks	23	Raw Material Surcharge	950
Dual 50 Gal Tanks	222	Subtotal From Additional Sheet(s):	16136
Fuel Water Separator	44	**Subtotal B:**	20488

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RTLO 14913 13 Speed Transmission	2367		
Driver Controlled Diff Locks	1300		
Hendrickson RT403 Rear Suspension	1475	Subtotal From Additional Sheet(s):	
		Subtotal C:	5142

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	25%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 93217

Quantity Ordered:	1	X Subtotal of A + B + C + D:	93217	=	**Subtotal E:**	93217

F. H-GAC Fee Calculation (From Current Fee Tables)	**Subtotal F:**	1000

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
				Subtotal G:	0

Delivery Date:		**H. Total Purchase Price (E+F+G):**	94217

AS PER ORIGINAL

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	HT11-07	Date Prepared:	3/12/2009

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	Ft Bend County	Contractor:	Houston Freightliner/Sterling
Contact Person:	Debbie Kaminski	Prepared By:	Michael McCarthy
Phone:		Phone:	713-580-8122
Fax:		Fax:	713-672-9449
Email:		Email:	mmccarthy@strhouston.com

Product Code:	ED	Description:	2010 Freightliner M2-112

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AM/FM Radio	86		
Back Up Alarm	20		
Black Cordura Seat Covers	30		
12-14 CU YD Dump Body	15350		
2 Spare Tires	650		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	16136

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B)	**For this transaction the percentage is:**	0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)					16136
Quantity Ordered:		**X Subtotal of A + B + C + D:**	16136	= **Subtotal E:**	0

F. H-GAC Fee Calculation (From Current Fee Tables)	**Subtotal F:**	

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:		**H. Total Purchase Price (E+F+G):**	0

AGENDA ITEM

D4

FORT BEND COUNTY FY 2009
DRAINAGE DISTRICT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	March 10, 2009	Submitted By:	Mark Vogler
		Department:	Drainage District
Court Agenda Date:	March 17, 2009	Phone Number:	281/342-2863

SUMMARY OF ITEM:
Take all appropriate action to authorize reimbursement in the amount of $320.00 to Mark Vogler for Texas Floodplain Manager Re-certification ($85.00), and Professional Engineer License Renewal ($235.00) purchased without a purchase order.

RENEWAL AGREEMENT/APPOINTMENT YES [ ] NO [X]
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES [ ] NO [X]

List Supporting Documents Attached: December Report and Summary Memorandum

FINANCIAL SUMMARY:

BUDGETED ITEM: YES [X] NO [ ]

FUNDNG SOURCE: Accounting Unit: 160620100 Account Number: 63000
Activity (If Applicable): DRAINAGE, 40150

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
Original Form Submitted with back up to County Judge's Office [ ] (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

[ ]	Auditor	(281-341-3774)	[ ]	Comm. Pct. 1	(281-342-0587)
[ ]	Budget Officer	(281-344-3954)	[ ]	Comm. Pct. 2	(281-403-8009)
[ ]	Facilities/Planning	(281-633-7022)	[ ]	Comm. Pct. 3	(281-242-9060)
[ ]	Purchasing Agent	(281-341-8642)	[ ]	Comm. Pct. 4	(281-980-9077)
[ ]	Information Technology	(281-341-4526)	[ ]	County Clerk	(281-341-8697)
[ ]	Other:		[ ]	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:
Take all appropriate action to authorize reimbursement in the amount of $320.00 to Mark Vogler for Texas Floodplain Manager Re-certification ($85.00), and Professional Engineer License Renewal ($235.00) purchased without a purchase order.
Special Handling Requested (specify):

Texas Floodplain Management Association

AS PER ORIGINAL

Hereby Acknowledges
MARK VOLGER
As A Nationally Accredited
CERTIFIED FLOODPLAIN MANAGER
Certification No. 1184-07N
This Certification Is Effective Until 12-31-09

AS PER ORIGINAL

RECEIPT

DATE 11/12/08 No. 669537

FROM Mark Vogler $85.00

Eighty five and 00/100 DOLLARS

○ FOR RENT
☑ FOR Mem Renewal (Mark Vogler

ACCT.		
PAID	85	00
DUE		

○ CASH
○ MONEY ORDER
☒ CHECK
○ CREDIT CARD

FROM 5953 TO

BY MOC TFMA

1152

AS PER ORIGINAL

Court 3/17/09 ?

TEXAS BOARD OF PROFESSIONAL ENGINEERS

This card certifies that
MARK ALAN VOGLER
is a Licensed Professional Engineer.

P.E. License Number	Status	Expiration Date
84905	ACTIVE	12/31/2009

P.E. Signature

Dale Beebe Farrow, P.E., Exec. Dir.

AS PER ORIGINAL

exas Board of Professional Engineers
1917 IH-35 South
Austin, TX 78741-3702
Phone: (512) 440-3088
Fax: (512) 442-1414
E-mail: peboard@tbpe.state.tx.us
Website: www.tbpe.state.tx.us

Professional Engineer License Renewal Invoice

Due Date: 12/31/2008

Personal
Paid Check #
5969

Fees Due

Description	Amount
Renewal Fee*	$35.00
Professional Fee*	$200.00
Balance Due	**$235.00**

MARK ALAN VOGLER, P.E.
[redacted]

* For further information on these fees, see the back of this form. If your address has changed, please notify us through our website or by indicating your change on the reverse side of your renewal coupon.

You now have 2 Options to Renew:

1. **Pay your renewal online.** Go to ECHO (Engineer's Cash Handling Online) at http://www.tbpe.state.tx.us/ECHO. If you have not registered to use ECHO, you will need to use the registration code listed below these instructions.

Registration Code: 026E39AD78
This code is only necessary for the first time you use the online system. After registering, your user name will be your email address. You will specify your own password.

2. **Pay By Check** – Make your check or money order out to Texas Board Of Professional Engineers or TBPE. Detach the coupon below and indicate if you have met your continuing education. Be sure to sign your coupon and return it and your payment to the office in the envelope provided.

Please detach the portion below and return with your remittance.

36 A 2

MEMORANDUM

TO: **Judge Robert Hebert**
County Judge

FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contracts approved in Commissioners Court on 03/17/09. Thank you.**

DATE: **March 24, 2009**

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

COUNTY JUDGE
RECEIVED
MAR 25 2009

3-17-09
AGENDA ITEM
36 A 2) Bid 09-053

3-31-09 orig. ret. to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment

50

Invitation for Bid
Term Contract for Purchase of Equipment Filters
BID 09-053

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

XL Parts
Legal Name of Contracting Company

Hugo A. Peña
Contact Person

15701 NW Freeway, Houston, Tx. 77040
Complete Mailing Address

832
786
7670

713-983-1200 — Telephone Number
713-983-1290 — Facsimile Number

Hugo.Pena@xlParts.com
Email Address

Hugo A. Peña — Signature
2/24/2009 — Date

Fort Bend County, Texas
Invitation for Bid

Term Contract for Purchase of Equipment Filters
for Fort Bend County
BID 09-053

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, March 5, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 09-053
Equipment Filters

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 02/09/09
Issued: 02/18/09

Vendor Information

XL Parts

Legal Name of Contracting Company

[redacted]

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-983-1100 713-983-1290

Telephone Number Facsimile Number

15701 NW Freeway

Complete Mailing Address (for Correspondence)

Houston, Tx. 77040

City, State and Zip Code

Same As Above

Complete Remittance Address (if different from above)

City, State and Zip Code

Hugo A. Peña, Sales Associate

Authorized Representative and Title (printed)

Hugo.Pena@xlparts.com

Authorized Representative's Email Address

Hugo A. Peña

Signature of Authorized Representative

Initials of Bidder: HAP

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: JAP

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

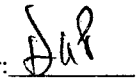
1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: 

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: DAR

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: _____

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: 

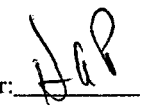
1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: 

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more that 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

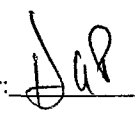
2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: 

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: JAP

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: JAP

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: Sal

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

Initials of Bidder: JAP

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor to supply equipment filters, as specified herein.

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 APRIL 2009** through **31 MARCH 2010**, renewable annually for four (4) years (through 31 March 2014) if mutually agreeable under the same terms and conditions. This agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 REQUIREMENTS:

6.1 Bid must be expressed in percent off jobber price sheet, correct to three decimal places. List price shall be that price posted by Carquest, Wix, Napa or equivalent which is current as of the date of the order. A copy of the jobber price sheet must be included with bid.

6.2 Quality of filters must be equal to or exceed OEM filters.

6.3 Bidder agrees to furnish, automatically and without charge, a minimum of five (5) copies of the latest jobber price sheet within five (5) working days from date of notification. Jobber price sheets must be delivered to the using departments.

6.4 Bidder agrees to furnish, without charge, a fleet filter survey to include, but not limited to, creation of filter book detailing required filters by County equipment number for all existing equipment and any new equipment purchased during contract period. Initial survey to be completed within ten (15) working days from date of notification.

6.5 Bidder agrees to furnish, without charge, on-site filter inventory numbering system with ten (10) working days from date of notification.

Initials of Bidder: DAP

6.6 Bidder must provide, without charge, next day delivery, inside, to County Offices located throughout Fort Bend County.

6.7 Back orders must be established for any item "out of stock". Back orders will be limited to three (3) working days.

6.8 All deliveries must be made and completed between the hours of 8:00 am and 3:30 pm. Deliveries made after 3:30 pm may not be accepted.

6.9 In those extremely rare cases where a department needs a particular filter immediately, Fort Bend County reserves the right to purchase that filter on the open market without endangering this contract.

6.10 Filters are to be delivered to the following County departments: Vehicle Maintenance, 230 Legion Drive, Richmond; Drainage District, 1022 Blume Rd, Rosenberg; Road and Bridge Crabb Facility, 201 Payne Lane, Crabb; Road and Bridge Dairy Ashford Facility, 12919 ½ Dairy Ashford, Sugar Land; Road and Bridge Needville Facility, 9110 Long, Needville and Road and Bridge Beechnut Facility,19310 Beechnut, Richmond.

6.11 No minimum orders, by quantity or dollar amount. Deliveries may be for as few as two (2) filters.

6.12 Fort Bend County maintains a fleet of Ford Crown Victoria and Chevrolet Impala police package automobiles; Ford F350 ambulances, Ford Taurus, Ford, Chevrolet and Dodge pick up trucks, dump trucks and various other vehicles.

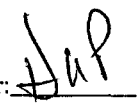
7.0 SEQUENCE OF EVENTS:

7.1 Fort Bend County Purchasing Department will issue a blanket purchase order for each county office through September 30th. In October a new purchase order will be issued. The purchase order will contain the ship to and bill to information for that department.

7.2 Each county department will be responsible for the ordering of their necessary filters.

7.3 The orders may be electronic, verbal, or faxed.

7.4 Each shipment must include a delivery ticket.

Initials of Bidder: 

8.0 POINT OF CONTACT:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

9.0 BIDDER COMPLETE THE FOLLOWING:

Bidder agrees to provide filters, to various locations throughout Fort Bend County, at a discount of -50 % off of jobber price sheet.

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Initials of Bidder: DaP

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 17th day of March, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and X Parts
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Equipment Filters** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 17th day of March 2009.

By: Robert Hebert
County Judge

By: Hugo A. Peña
Signature of Contractor

By: Hugo A PEÑA
Printed Name and Title

09-053